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**LIMITED LIABILITY AMENDMENT**

**MHW BUFORD, LLC**

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**ARTICLES OF AMENDMENT TO  
ARTICLES OF ORGANIZATION  
OF  
MHW BUFORD, LLC**

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TALLAHASSEE, FLORIDA

Pursuant to the provisions of Section 608.411, Florida Statutes, this Florida limited liability company adopts the following Articles of Amendment to its Articles of Organization:

1. The Articles of Organization were filed on December 2, 2004 and assigned document number L04000087145.

2. Article 5.0 is hereby added to the Articles of Organization of MHW Buford, LLC to read as follows:

**5.0** For so long as the Mortgage, Security Agreement and Assignment of Leases and Rents executed for the benefit of Column Financial, Inc., its successors and assigns ("Lender") shall be outstanding against the real property and improvements thereon owned by MHW Buford, LLC and located at 3226 Buford Drive, Buford, GA 30519 (the "Property"), the Company shall:

(a) not own and will not own any encumbered asset other than (i) the Property or the Company's interest therein (as the case may be), and (ii) incidental personal property necessary for the operation of the Property;

(b) not engage and will not engage in any business other than the ownership, management and operation of the Property;

(c) not enter into any contract or agreement with any general partner, principal, member or affiliate of the Company or any affiliate of any such general partner, principal, or member of the Company, except upon terms and conditions that are intrinsically fair and substantially similar to those that would be available on an arms-length basis with third parties other than an affiliate;

(d) not incur any debt, secured or unsecured, direct or contingent (including guaranteeing any obligation), other than (i) the secured indebtedness to Lender, and (ii) trade payables or accrued expenses incurred in the ordinary course of business of operating the Property; no debt whatsoever may be secured (senior, subordinate or *pari passu*) by the Property;

(e) not make any loans or advances to any third party (including any general partner, principal, member or affiliate of the Company, or any guarantor);

(f) be solvent and pay its debts from its assets as the same shall become due;

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(g) do all things necessary to preserve its existence and corporate, limited liability company and partnership formalities (as applicable), and will not, nor will any partner, limited or general, or member or shareholder thereof, amend, modify or otherwise change its partnership certificate, partnership agreement, certificate or articles of incorporation or organization, or by-laws or operating agreement or regulations, in a manner which adversely affects the Company's, or any such partner's, member's or shareholders's existence as a single-purpose, single-asset "bankruptcy remote" entity;

(h) conduct and operate its business as presently conducted and operated;

(i) maintain books and records and bank accounts separate from those of its affiliates, including its general partners, principals and members;

(j) be, and at all times will hold itself out to the public as, a legal entity separate and distinct from any other entity (including any general partner, principal, member or affiliate);

(k) file its own tax returns;

(l) maintain adequate capital for the normal obligations reasonably foreseeable in a business of its size and character and in light of its contemplated business operations;

(m) not, nor will any shareholder, partner, member or affiliate, seek the dissolution or winding up, in whole or in part, of the Company;

(n) not enter into any transaction of merger or consolidation, or acquire by purchase or otherwise all or substantially all of the business or assets of, or any stock or beneficial ownership of, any entity;

(o) not commingle the funds and other assets of Company with those of any general partner, principal, member or affiliate, or any other person;

(p) maintain its assets in such a manner that it is not costly or difficult to segregate, ascertain or identify its individual assets from those of any affiliate or any other person;

(q) and any general partner or operating member of the Company shall observe all legal and customary formalities regarding its formation and will continue to observe all legal and customary formalities;

(r) not and will not hold itself out to be responsible for the debts or obligations of any other person;

(s) not, upon the commencement of a voluntary or involuntary bankruptcy proceeding by or against the Company, seek a supplemental stay or otherwise pursuant to 11 U.S.C. 105 or any other provision of the Act, or any other debtor relief law (whether

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H050000325303

statutory, common law, case law, or otherwise) of any jurisdiction whatsoever, now or hereafter in effect, which may be or become applicable, to stay, interdict, condition, reduce or inhibit the ability of the Lender to enforce any rights of Lender against any guarantor or indemnitor of the secured obligations or any other party liable with respect thereto by virtue of any indemnity, guaranty or otherwise.

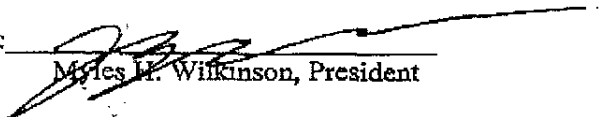
3. The foregoing Amendment was adopted by the unanimous consent of all of the Members of the Company on the 8<sup>th</sup> day of February, 2005.

Signed this 8<sup>th</sup> day of February, 2005.

MEMBER:

MHW DEVELOPMENT, INC., a Florida corporation

By:

  
Myles H. Wilkinson, President

THIS INSTRUMENT PREPARED BY:  
DALE A. DETTMER, ESQ.  
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Florida Bar Number: 172988

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