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(Requestor's Name)

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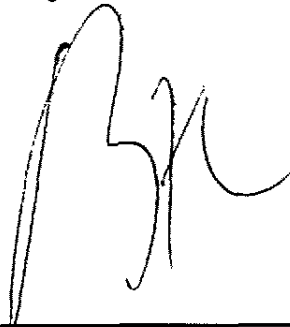
PICK-UP WAIT MAIL

(Business Entity Name)

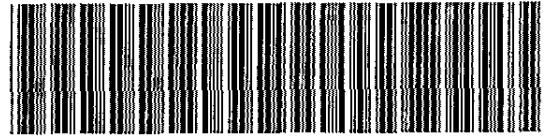
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CORPORATION SERVICE COMPANY

ACCOUNT NO. : 072100000032
REFERENCE : 188052 10463A
AUTHORIZATION : Patricia Pijoto
COST LIMIT : \$ 55.00

FILED
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SECRETARY OF STATE
TALLAHASSEE, FLORIDA

ORDER DATE : February 7, 2005
ORDER TIME : 10:37 AM
ORDER NO. : 188052-005
CUSTOMER NO: 10463A
CUSTOMER: Ms. Larissa K. Lincoln
Cohen Norris Scherer
Suite 400
712 U.s. Highway 1
North Palm Bch, FL 33408-7146

DOMESTIC AMENDMENT FILING

NAME: SCHUMAN PROPERTIES, LLC

EFFECTIVE DATE:

XX ARTICLES OF AMENDMENT
 RESTATED ARTICLES OF INCORPORATION

PLEASE RETURN THE FOLLOWING AS PROOF OF FILING:

XX CERTIFIED COPY
 PLAIN STAMPED COPY
 CERTIFICATE OF GOOD STANDING

CONTACT PERSON: Susie Knight -- EXT# 2956

EXAMINER'S INITIALS: _____

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SECRETARY OF STATE
TALLAHASSEE, FLORIDA

SECOND
ARTICLES OF AMENDMENT
TO THE
ARTICLES OF ORGANIZATION
OF
SCHUMAN PROPERTIES, LLC

The following provisions of the Articles of Organization of
SCHUMAN PROPERTIES, LLC, a Florida limited liability company, filed in
Tallahassee, Florida on December 28, 2005, be and they
hereby are amended by the limited liability company as follows:

1. The following Articles be and hereby are amended and/or added to
these Articles of Organization:

ARTICLE III: PURPOSE

The Company's business and purpose shall consist solely of the acquisition,
ownership, operation and management of the real estate project known as Century
Plaza, located in Jacksonville, FL (the "Property") and such activities as are necessary,
incidental or appropriate in connection therewith

ARTICLE VI: POWERS AND DUTIES

Notwithstanding any other provisions of these Articles and so long as any
obligations secured by the Mortgage (as defined below) remain outstanding and not
discharged in full, without the consent of all members, the Managing Member shall have
no authority to:

- (i) borrow money or incur indebtedness on behalf of the Company other than
normal trade accounts payable and lease obligations in the normal course
of business, or grant consensual liens on the Company's property; except,
however, that the Managing Member is hereby authorized to secure

- (ii) financing for the Company pursuant to the terms of that certain Note in the original principal amount of \$3,250,000 (the "Note") and other indebtedness expressly permitted therein or in the documents executed in connection with or as security for such Note (collectively, the "Loan"), and to grant a mortgage, lien or liens on the Company's Property to secure the Loan (the "Mortgage");
- (ii) dissolve or liquidate the Company;
- (iii) sell or lease, or otherwise dispose of all or substantially all of the assets of the Company;
- (iv) file a voluntary petition or otherwise initiate proceedings to have the Company adjudicated bankrupt or insolvent, or consent to the institution of bankruptcy or insolvency proceedings against the Company, or file a petition seeking or consenting to reorganization or relief of the Company as debtor under any applicable federal or state law relating to bankruptcy, insolvency, or other relief for debtors with respect to the Company; or seek or consent to the appointment of any trustee, receiver, conservator, assignee, sequestrator, custodian, liquidator (or other similar official) of the Company or of all or any substantial part of the properties and assets of the Company, or make any general assignment for the benefit of creditors of the Company, or admit in writing the inability of the Company to pay its debts generally as they become due or declare or effect a moratorium on the Company debt or take any action in furtherance of any action;
- (iii) amend, modify or alter Articles III, VI, VII, VIII, or IX of these Articles; or
- (vi) merge or consolidate with any other entity.

Notwithstanding the foregoing and so long as any obligation secured by the Mortgage remains outstanding and not discharged in full, the Managing Member shall have no authority (1) to take any action in items (i) through (iii) and (v) and (vi) without the prior written consent of the holder of the Mortgage.

ARTICLE VII: TITLE TO COMPANY PROPERTY.

All property owned by the Company shall be owned by the Company as an entity and, insofar as permitted by applicable law, no Member shall have any ownership interest in any Company property in its individual name or right, and each Member's Membership Interest shall be personal property for all purposes.

ARTICLE VIII: SEPARATENESS/OPERATIONS MATTERS.

The Company shall:

- (a) maintain books and records and bank accounts separate from those of any other person;
- (b) maintain its assets in such a manner that it is not costly or difficult to segregate, identify or ascertain such assets;
- (c) hold regular meetings, as appropriate, to conduct the business of the Company, and observe all customary organizational and operational formalities;
- (d) hold itself out to creditors and the public as a legal entity separate and distinct from any other entity;
- (e) prepare separate tax returns and financial statements, or if part of a consolidated group, then it will be shown as a separate member of such group;
- (f) allocate and charge fairly and reasonably any common employee or overhead shared with affiliates;
- (g) transact all business with affiliates on an arm's-length basis and pursuant to enforceable agreements;
- (h) conduct business in its own name, and use separate stationery, invoices and checks;
- (i) not commingle its assets or funds with those of any other person; and
- (j) not assume, guarantee or pay the debts or obligations of any other person.

ARTICLE IX: EFFECT OF BANKRUPTCY, DEATH OR INCOMPETENCY OF A MEMBER.

The bankruptcy, death, dissolution, liquidation, termination or adjudication of incompetency of a Member shall not cause the termination or dissolution of the Company and the business of the Company shall continue. Upon any such occurrence, the trustee, receiver, executor, administrator, committee, guardian or conservator of such Member shall have all the rights of such Member for the purpose of settling or managing its estate or property, subject to satisfying conditions precedent to the admission of such assignee as a substitute Member. The transfer by such trustee, receiver, executor, administrator, committee, guardian or conservator of any Company interest shall be subject to all of the restrictions, hereunder to which such transfer would have been subject if such transfer had been made by such bankrupt, deceased,

FEB-07-2005 09:38 AM BRIAN SCHUMAN

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Feb-04-08 08:00pm From-COHEN NORRIS SCHERER

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dissolved, liquidated, terminated or incompetent Member. [The foregoing shall apply to the extent permitted by applicable law.]

1. All remaining provisions of the original Articles of Organization shall remain unchanged.

DATED: February 6, 2005.



Brian Schuman, Managing Member

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