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TALLAHASSEE, FLORIDA

CAPITAL CONNECTION, INC.

417 E. Virginia Street, Suite 1 • Tallahassee, Florida 32301
(850) 224-8870 • 1-800-342-8062 • Fax (850) 222-1222

L & W Properties, LLC

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- ☐ Fictitious Owner Search
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**ARTICLES OF AMENDMENT
TO
ARTICLES OF ORGANIZATION
OF
L & W PROPERTIES, L.L.C.
(A Florida Limited Liability Company)**

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FIRST: The Articles of Organization were filed on November 10, 2005, and assigned document number: L05000109128.

SECOND: This amendment is submitted to amend the following:

1. **Article III of the Articles of Organization is hereby amended in its entirety to read as follows:**

The purpose of the Company shall be solely to acquire, operate and dispose of that real property described in the attached Exhibit "A", commonly known as Betta Store It, in Mary Esther, Florida (the "Property"). So long as the Company is obligated on any indebtedness or obligations of any kind whatsoever to LaSalle Bank National Association, a national banking association (and its successors and/or assigns, collectively, "Lender"), except upon the express prior written consent of Lender: (i) the foregoing statement of purpose shall not be amended; and (ii) the Company shall not hold or acquire, directly or indirectly, any ownership interest (legal or equitable) in any real or personal property other than the Property, or become a shareholder of or member or partner in any entity which acquires or holds any property other than the Property.

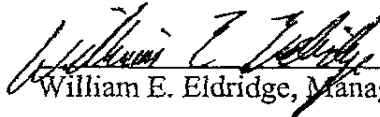
2. **A New Article VII shall be added to the Articles of Organization as follows:**

**ARTICLE VII
DISSOLUTION**

Notwithstanding anything to the contrary contained in these Articles of Organization, the Company and its Manager(s) and Member(s) hereby waive their right to dissolve or terminate (and waive their right to consent to the dissolution or termination of) the Company or these Articles, and shall not take any action towards that end, so long as the Company is obligated on any indebtedness or obligations of any kind whatsoever to LaSalle Bank National Association, a national banking association (and its successors and/or assigns, collectively, "Lender"), except upon the express prior written consent of Lender. Further, the death, retirement, incapacity, insanity,

expulsion or resignation, bankruptcy, insolvency, dissolution or other similar proceeding of, or pertaining to, any Manager or Member or any other event or act causing dissolution of the Company pursuant to Section 608.441, F.S., or these Articles, shall not constitute an event of liquidation, dissolution or termination of the Company or these Articles, except upon the express prior written consent of Lender. Any amendments to this Article VII - Dissolution of these Articles, shall require the prior written consent of Lender, provided that such consent shall not be required once the Company no longer has any indebtedness or other obligation of any kind whatsoever owing or due Lender. This article shall cease to be of further force or effect once the Company no longer has any outstanding indebtedness or other obligation of any kind whatsoever owing or due Lender.

Dated December 14th, 2005.


William E. Eldridge, Managing Member


Lija L. Eldridge, Managing Member

LEGAL DESCRIPTION:

Commence at the Northeast corner of Section 17, Township 2 South, Range 25 West, thence go South 00°21'56" West 3,953.00 feet to the Point of Beginning; thence South 89°55'29" West 515.00 feet; thence South 00°21'56" West 161.54 feet; thence North 89°55'29" East 316.20 feet; thence South 00°21'56" West 200.00 feet to a point on the North right of way line of U.S. Highway 98, thence along said right of way line North 86°25'59" East 200.00 feet; thence North 00°21'56" East 330.10 feet to the Point of Beginning.

SAID PROPERTY being more particularly described as follows:

A parcel of land in Section 17, Township 2 South, Range 25 West in Okaloosa County, Florida described as Commencing at the Northeast corner of the Southeast quarter of said Section; thence South 03°30'42" West along the East line of said Section as determined by the 1980 Heidt and Associates Survey of Eglin A.F.B., a distance of 1320.00 feet to the Point of Beginning; thence continue along last described course, 330.09 feet to the Northerly right of way line of U.S. Highway 98; thence South 88°47'08" West along said Northerly line, 201.21 feet; thence North 02°43'30" East, 200.00 feet; thence South 88°47'08" West 314.79 feet; thence North 02°13'27" East, 162.46 feet to a South line of said Heidt Eglin A.F.B. Survey; thence South 87°36'40" East (reference bearing) along said South line a distance of 520.74 feet to the Point of Beginning. Containing 2.67 acres, more or less, all in Section 17, Township 2 South, Range 25 West, Okaloosa County, Florida.

EXHIBIT "A"