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DIVISION OF CORPORATION



CORPORATION SERVICE COMPANY

ACCOUNT NO. : 072100000032

REFERENCE : 135797 81514A

AUTHORIZATION :

COST LIMIT : \$ 60.00

ORDER DATE : May 25, 2006

ORDER TIME : 4:30 PM

ORDER NO. : 135797-005

CUSTOMER NO: 81514A

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SECRETARY OF STATE

DOMESTIC AMENDMENT FILING

NAME: RIDGECREST MANAGEMENT
COMPANY, LLC

EFFECTIVE DATE:

XX AMENDED & RESTATED ARTICLES

PLEASE RETURN THE FOLLOWING AS PROOF OF FILING:

XX CERTIFIED COPY
 PLAIN STAMPED COPY
XX CERTIFICATE OF GOOD STANDING

CONTACT PERSON: Kathy Drake -- EXT# 2959

EXAMINER'S INITIALS: _____

**FIRST AMENDED AND RESTATED ARTICLES OF ORGANIZATION
OF RIDGECREST MANAGEMENT COMPANY, LLC**

The undersigned, being all the members of RIDGECREST MANAGEMENT COMPANY, LLC, a Florida limited liability company, hereby make, acknowledge and file the following First Amendment and Restatement of the Articles of Organization of Ridgcrest Management Company, LLC, and do so in accordance with Section 608.411 of the Florida Statutes. It is the intention of the undersigned that this Amendment and Restatement replace, in its entirety, the Articles of Organization of Ridgcrest Management Company, LLC, which were originally filed with the Department of State of the State of Florida on March 17, 2006. It is further the intention of the undersigned that this First Amended and Restated Articles of Organization of Ridgcrest Management Company, LLC, take effect as of the date of their filing.

ARTICLE I – Name:

The Name of the Limited Liability Company is: **Ridgcrest Management Company, LLC**

ARTICLE II – Address:

The mailing address and street address of the principal office of the Limited Liability Company are:

- a: Mailing Address: **1920 Thornton Road, Casa Grand, AZ 85222**
b: Street Address: **1920 Thornton Road, Casa Grand, AZ 85222**

ARTICLE III – Covenants with Respect to Indebtedness; Operations and Fundamental Changes of the Limited Liability Company.

The Limited Liability Company has entered into and received certain financing (the "Financing") from Column Financial, Inc. (together with its successors and assigns, the "Lender"), which Financing is secured by a first mortgage lien on certain real and other property located at 26125 U.S. HWY 27 South, Leesburg, Florida 34748 (the "Property"). With respect to the Financing and the Property the Limited Liability Company:

- (a) does not own and will not own any encumbered asset other than (i) the Property, and (ii) incidental personal property necessary for the operation of the Property;
- (b) is not engaged and will not engage in any business other than the ownership, management and operation of the Property;
- (c) will not enter into any contract or agreement with any general partner, principal, member or affiliate of the Limited Liability Company or any affiliate of any such general partner, principal, or member of the Limited Liability Company, except upon terms and conditions that are intrinsically fair and substantially similar to those that would be available on an armslength basis with third parties other than an affiliate;
- (d) has not incurred and will not incur any debt, secured or unsecured, direct or contingent (including guaranteeing any obligation), other than (i) the secured indebtedness, 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 pan passu) by the Property;
- (e) has not made and will not make any loans or advances to any third party (including any general partner, principal, member or affiliate of the Limited Liability Company, or any guarantor);
- (f) is and will be solvent and pay its debts from its assets as the same shall become due;

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- (g) has done or caused to be done and will 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 in Limited Liability Company or organization, or bylaws or operating agreement or regulations, in a manner which adversely affects the Limited Liability Company's, or any such partner's, member's or shareholders's existence as a single-purpose, single-asset "bankruptcy remote" entity;
- (h) will conduct and operate its business as presently conducted and operated;
- (i) will maintain books and records and bank accounts separate from those of its affiliates, including its general partners, principals and members;
- (j) will 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) will file its own tax returns;
- (l) will 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) will not, nor will any shareholder, partner, member or affiliate, seek the dissolution or winding up, in whole or in part, of the Limited Liability Company;
- (n) will 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) will not commingle the funds and other assets of the Limited Liability Company with those of any general partner, principal, member or affiliate, or any other person;
- (p) has and will 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) has, and any general partner or operating member of the Limited Liability Company has, at all times since its formation, observed all legal and customary formalities regarding its formation and will continue to observe all legal and customary formalities;
- (r) does not and will not hold itself out to be responsible for the debts or obligations of any other person; and
- (s) upon the commencement of a voluntary or involuntary bankruptcy proceeding by or against the Limited Liability Company, the Limited Liability Company shall not seek a supplemental stay or otherwise pursuant to 11 U.S.C. 105 or any other provision of the Bankruptcy Act, or any other debtor relief law (whether 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 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.

ARTICLE IV – Registered Agent, Registered Office & Registered Agent's Signature:

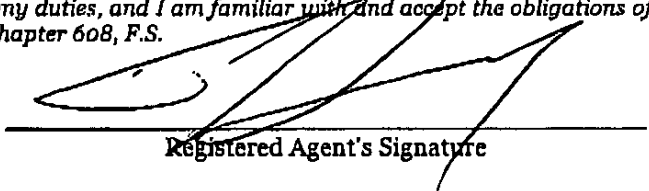
The name and the Florida street address of the registered agent are:

VICTOR J. TROIANO

317 S. TENNESSEE AVENUE

LAKELAND, FL 33801

Having been named as registered agent and to accept service of process for the above stated limited liability company at the place designated in this certificate, I hereby accept the appointment as registered agent and agree to act in this capacity. I further agree to comply with the provisions of all statutes relating to the proper and complete performance of my duties, and I am familiar with and accept the obligations of my position as registered agent as provided for in Chapter 608, F.S.

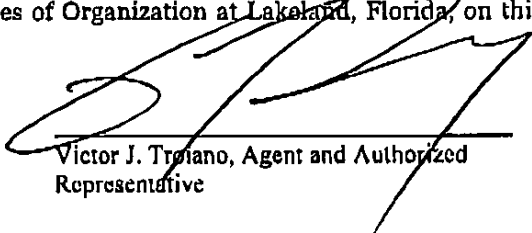

Registered Agent's Signature

ARTICLE VI - Management (Check applicable box)

_____ The Limited Liability Company is to be managed by one manager or managers and is, therefore, a manager - managed company.

X The Limited Liability Company is to be managed by one member or members and is, therefore, member - managed company.


IN WITNESS WHEREOF, the undersigned, being the agent and authorized representative of all of the members of RIDGECREST MANAGEMENT COMPANY, LLC, hereby duly executes and subscribes these Second Amended and Restated Articles of Organization at Lakeland, Florida, on this ____ day of May, 2006.


Victor J. Troiano, Agent and Authorized Representative

STATE OF FLORIDA
COUNTY OF POLK

The foregoing instrument was acknowledged before me this 25th day of May, 2006, by Victor J. Troiano, who is personally known to me and who did not take an oath.

(SEAL)


Notary Public

