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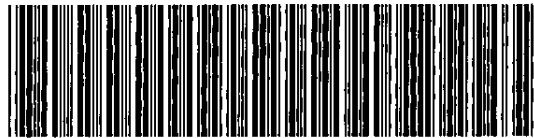
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TALLAHASSEE, FLORIDA

VIA OVERNIGHT DELIVERY

Registration Section Division of Corporations
Clifton Building
2661 Executive Center Circle
Tallahassee, FL 32301

Telephone Number: 850-245-6051

Re: Amendment to DMT REALTY SERVICES, LLC

Dear Sir or Madam:

Enclosed you will find the Articles of Amendment for DMT REALTY SERVICES, LLC and a check made payable to the Florida Department of State in the amount of \$25.00. Please return all correspondence regarding this matter to the following individual.


Mr. Lou Marinaccio
9024 Town Center Parkway
Lakewood Ranch, Florida 34202

For further information concerning this matter, please call:

Jack W. Merritt, Esq.

941.953.4140

Regards,



Lou Marinaccio

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TALLAHASSEE, FLORIDA

**ARTICLES OF AMENDMENT
TO THE
ARTICLES OF ORGANIZATION
OF DMT REALTY SERVICES, LLC
(A Florida Limited Liability Company)**

FIRST: The Articles of Organization were filed on August 22, 2006 and assigned document number L06000083296.

SECOND: This amendment is submitted to amend and update the Managing Members of DMT Realty Services, LLC as follows.

Lou Marinaccio, Managing Member
9024 Town Center Parkway
Lakewood Ranch FL 34202

Lori Ann Marinaccio, Managing Member
9024 Town Center Parkway
Lakewood Ranch FL 34202

Clara Wagler, Managing Member
9024 Town Center Parkway
Lakewood Ranch FL 34202

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THIRD: There are no other changes or updates to the Articles of Organization of DMT Realty Services, LLC.



Lou Marinaccio
Managing Member



Lori Ann Marinaccio
Managing Member

AGREEMENT

THIS AGREEMENT is entered into this 1st day of May 2007, by and between Clara Wagler ("Ms. Wagler"), Lou Marinaccio ("Mr. Marinaccio"), a Florida resident, and DMT Realty Services, LLC ("DMT Realty"), a Florida limited liability company.

RECITALS

WHEREAS, Ms. Wagler is licensed by the State of Florida as a Real Estate Broker ("License") and has entered into a separate agreement with DMT Realty, Lou Marinaccio and others who are not parties to this Agreement ("Contract").

WHEREAS, DMT Realty and Ms. Wagler agree that she will become a member of DMT Realty until DMT Realty desires to terminate her interest and relationship with DMT Realty.

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties covenant and agree as follows:

1. Recitals. The foregoing recitals are true and correct and incorporated herein by reference.

2. Interest in DMT Realty. Pursuant to the terms of this Agreement, DMT Realty and Lou Marinaccio agree to transfer a one percent (1%) ownership interest in DMT Realty to Ms. Wagler. Ms. Wagler understands and agrees that the transfer of the ownership interest is solely for the purpose of assisting DMT Realty in being licensed as a real estate broker by the State of Florida and for no other purpose whatsoever. Ms. Wagler understands and agrees that she is not entitled to receive any sharing in any profits or losses of any kind whatsoever by virtue of her ownership interest in DMT Realty. Although this Agreement is entered into with the intent that Ms. Wagler shall not have any income tax liability resulting from her ownership interest, DMT Realty agrees to fully compensate Ms. Wagler for any tax liability resulting from her ownership interest. Ms. Wagler understands and agrees that she may not sell, transfer, convey, hypothecate, encumber, pledge, etc. ("Sell") the 1% ownership interest in any way and that any attempt to Sell the ownership interest in DMT Realty shall be null and void and of no legal force and effect.

3. Ms. Wagler's Duties and Responsibilities to DMT Realty. Except as explicitly provided herein, Ms. Wagler's duties and responsibilities to DMT Realty and DMT Realty's duties and responsibilities to Ms. Wager, as previously agreed between the parties in the previously executed Contract, remain unchanged.

4. Separation. Ms. Wagler and DMT Realty agree that Ms. Wagler's position as a member of DMT Realty shall terminate when DMT Realty provides notice to Ms. Wagler; provided; however, should the explicit terms of this Agreement and the prior Contract between the parties conflict with regard to the separation between the parties, the terms of the Contract shall control. The parties further agree that the termination of this

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Agreement and the Contract shall be co-terminus and the termination of either agreement shall result in the termination of the other agreement. The parties hereto agree that, upon the termination of this Agreement, Ms. Wagler shall contemporaneously transfer the 1% ownership to Lou Marinaccio, who is providing the 1% ownership interest to Ms. Wagler by reducing his ownership interest in DMT Realty by 1%.

5. Confidentiality. This Agreement and any implementation of its terms are and shall remain confidential. The parties hereto may disclose this Agreement to related persons or affiliated corporate entities and to their respective attorneys, accountants, financial advisers, and agents. In addition, the parties hereto may disclose this Agreement and the terms hereof to any governmental entity, auditors, financial regulators, prospective purchasers, investors, prospective assignees and successors. Other than as expressly provided for in this paragraph, this Agreement and its terms shall not be disclosed to any person or entity not a party hereto, unless by mutual written agreement between the parties or if disclosure is ordered by a court of law.

6. Execution in Counterparts and Facsimile Signatures. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original and all of which, when taken together, shall constitute one and the same document; provided, however, that this Agreement shall not be effective unless and until the parties named herein shall have executed it. This Agreement may be executed and delivered via facsimile and such facsimile signature(s) shall be deemed an original and will be legally binding upon and enforceable against each party hereto.

7. Voluntary Act. The parties represent and warrant to the extent applicable that each (i) has the authority to execute this Agreement, (ii) has read and fully understands its contents, (iii) has had it reviewed or had the opportunity to have it reviewed by legal counsel of their own choosing and (iv) has signed this Agreement of their own free act.

8. Governing Law. This Agreement shall be governed by, and construed in accordance with, the laws of the State of Florida, without giving effect to its conflicts of laws provisions and venue shall be proper solely in the State Court of Florida.

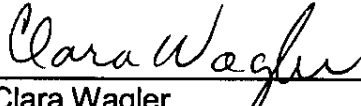
9. Integration. With the exception of any other written Agreements pertaining to the subject matter of this Agreement, this Agreement constitutes the entire agreement among the parties with respect to the subject matter contemplated herein and supersedes all other prior and contemporaneous written or oral agreements and discussions. This Agreement may be amended only by an agreement in writing signed by the parties hereto.

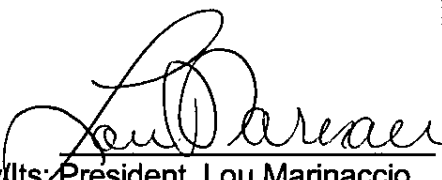
10. Severability. In the event that any covenant, condition, or other provision herein contained is held to be invalid, void or illegal by any court of competent jurisdiction, the same shall be deemed severable from the remainder of this Agreement and shall in no way affect, impair or invalidate any other covenant, condition or other provision contained herein. If such condition, covenant or other provision shall be

deemed invalid due to its scope of breadth, such covenant, condition or other provision shall be deemed valid to the extent of the scope of breadth permitted by law.

11. Construction. This Agreement constitutes the entire agreement among the parties with respect to the subject matter hereof, superseding all prior or contemporaneous discussions, understandings or agreements, whether written or verbal. This Agreement, may not be changed, modified, explained or supplemented by any extrinsic evidence, including, but not limited to, usage of trade, course of dealing and course of performance. There shall be no inference, by operation of law or otherwise, that any provision of this Agreement shall be construed against any party. In the event an ambiguity or question of intent or interpretation arises, this Agreement shall be construed as if drafted jointly by the parties hereto and no presumption or burden of proof shall arise favoring or disfavoring any party hereto by virtue of the authorship of any of the provisions of this Agreement. Words of any gender used in this Agreement shall be held and construed to include any other gender and words in the singular number shall be held to include the plural and vice versa, unless the context required otherwise. The words "herein", "hereof", "hereinafter" and "hereunder" and other similar compounds of the word "here" when used in this Agreement shall refer to the entire Agreement and not to any particular provision or section. The headings used in this Agreement are for the convenience of reference only, are not to be considered a part hereof and shall not limit, expand, or otherwise affect any of the terms hereof. This Agreement binds and inures to the benefit of all the parties and their respective heirs, successors and assigns.

This Agreement is effective upon signature by all parties hereto and is intended to be an instrument executed and delivered under seal and shall be binding upon and inure to the benefit of all parties hereto and their respective heirs, successors, assigns and insurance carriers.


Clara Wagler
9024 Town Center Parkway
Lakewood Ranch, FL 34202

DMT REALTY SERVICES,

By/Lts: President, Lou Marinaccio
9024 Town Center Parkway
Lakewood Ranch, FL 34202

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