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FOWLER WHITE

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Division of Corporations

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TLBFS, LLC

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**ARTICLES OF AMENDMENT
TO THE
ARTICLES OF ORGANIZATION
OF
TLHFS, LLC**

The undersigned, acting as an authorized representative of a member of TLHFS, LLC, a Florida limited liability company (the "Company"), whose Articles of Organization were originally filed with the Florida Department of State on August 23, 2007, adopts the following Articles of Amendment to the Articles of Organization of the Company:

ARTICLE I

Name

The name of the Company is TLHFS, LLC.

ARTICLE II

Amendment

The following Article VI shall be added in its entirety to the Articles of Organization of the Company:

"ARTICLE VI

Purpose

The business and purpose of the Company shall consist solely of the acquisition, operation and disposition of a 132 room limited service hotel located at 2725 Graves Road, Tallahassee, Florida 32303 (the "Property") and to enter into a loan transaction ("Loan") with LaSalle Bank National Association (the "Lender") in which the Company shall borrow certain monies in the approximate amount based on the lesser of Ten Million Five Hundred Thousand Dollars (\$10,500,000) or seventy-five percent (75%) of the loan to value ("LTV") based on the appraised value from the Lender. The Company shall:

(a). not own, hold or acquire, directly or indirectly, any ownership interest (legal or equitable) in any real or personal property other than (i) the Property, and (ii) incidental personal property necessary for the ownership or operation of the Property;

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

(c). not incur any indebtedness, secured or unsecured, direct or indirect, absolute or contingent (including guaranteeing any obligation), other than (i) the Loan, and (ii) unsecured trade payables (and not evidenced by a promissory note) related to the ownership and operation of the Property and incurred in the ordinary course of business and which shall not exceed: (i) 60 days in duration from the date such trade payables are first incurred by the Company, and/or (ii) in the aggregate, 2.0% of the original principal balance of the Loan;

(d). maintain its assets, accounts, books, records, financial statements, stationery, invoices, and checks separate from and not commingled with any of those of any other person or entity;

(e). conduct its own business in its own name, pay its own liabilities out of its own funds (including paying salaries of its own employees), allocate fairly and reasonably any overhead for shared employees and office space, and maintain an arms-length relationship with its affiliates;

(f). hold itself out as a separate entity, correct any known misunderstanding regarding its separate identity, and observe all organizational formalities;

(g). not guarantee or become obligated for the debts of any other entity or person or hold out its credits as being available to satisfy the obligations of others, including not acquiring obligations or securities of its partners, members or shareholders;

(h). not pledge its assets for the benefit of any other entity or person or make any loans or advances to any person or entity;

(i). not enter into any contract or agreement with any Principal, as defined in the mortgage securing the Loan, or any party which is directly or indirectly controlling, controlled by or under common control with Company or Principal (an "Affiliate"), 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 any Principal or Affiliate;

(j). maintain adequate capital for the normal obligations reasonably foreseeable in a business of its size and character and maintain a sufficient number of employees in light of its contemplated business operations; notwithstanding anything to the contrary contained in this Articles of Organization, nothing herein shall be deemed to require any Member to contribute additional capital or otherwise loan or advance funds to the Company;

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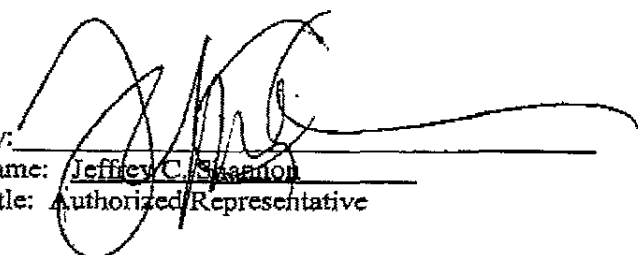
(k) not dissolve or wind up, in whole or in part, and no member of the Company shall seek the dissolution or winding up, in whole or in part, of the Company, and the Company will not merge with or be consolidated into any other entity;

(l) maintain its assets in such a manner that it will not be costly or difficult to segregate, ascertain or identify its individual assets from those of any constituent party of the Company, Affiliate, Principal or any other person; and

(m) obtain and maintain in full force and effect, and abide by and satisfy the material terms and conditions of, all material permits, licenses, registrations and other authorizations with or granted by any governmental authorities that may be required from time to time with respect to the performance of its obligations under the mortgage securing the Loan.

Until such time as the Loan has been repaid in full, the Company shall not amend, modify or terminate any of these provisions of the Company's Operating Agreement without the prior written consent of the Lender."

These Articles of Amendment are being filed pursuant to Section 608.411 of the Florida Statutes and have been duly executed by the undersigned authorized representative of a member of the Company on this 6th day of September, 2007.

By: 
Name: Jeffrey C. Shannon
Title: Authorized Representative

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