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T. HAMPTON

PARAMOUNT TITLE CORPORATION
1502 W. Fletcher Avenue
Suite 101
Tampa, Florida
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(813) 269-0987 Fax

MEMORANDUM

To: Department of State

From: James G. Farr, Esq.

Date: December 18, 2012

RE: Hoover property Canaveral, LLC

Please file the enclosed Articles of Amendment and return the original to me. If there is any problem, please let me know.

Thank you.

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**ARTICLES OF AMENDMENT
TO
ARTICLES OF ORGANIZATION
OF
HOOVER PROPERTY CANAVERAL, LLC**

The Articles of Organization for HOOVER PROPERTY CANAVERAL, LLC ("Company") were filed on September 14, 2009, and assigned Florida document number L09000088984. This amendment is submitted to amend those Articles of Organization by adding Article VII as follows:

Article VII

1.1 Conflicts

To the extent that any of the provisions of this Articles of Amendment to Articles of Organization of HOOVER PROPERTY CANAVERAL, LLC, are in conflict with any of the other provisions of the Company Articles of Organization, the provisions of this Articles of Amendment to Articles of Organization shall take precedent and control.

1.2 Purpose

The nature of the business and of the purposes to be conducted and promoted by the company is to engage solely in the following activities:

1.2.1 To own, hold, sell, assign, transfer, operate, lease, mortgage, pledge and otherwise deal with certain parcels of real property owned by the Company, together with all improvements located thereon, in Brevard County, Florida (the "Property").

1.2.2 To exercise all powers enumerated in the Florida Company Act necessary or convenient to the conduct, promotion or attainment of the business or purposes otherwise set forth herein.

1.3 Prohibited Activities

The Company shall only incur indebtedness in an amount necessary to acquire, operate and maintain the Property. For so long as any mortgage lien in favor of Coastal Federal Credit Union, or its successors or assigns (the "First Mortgage") exists on any portion of the

Property, the Company shall not incur, assume, or guaranty any other indebtedness. The Company shall not dissolve or liquidate, or consolidate or merge with or into any other entity, or convey or transfer its properties and assets substantially as an entirety or transfer any of its beneficial interests to any entity. For so long as the First Mortgage exists on any portion of the Property, the Company will not voluntarily commence a case with respect to itself, as debtor, under the Federal Bankruptcy Code or any similar federal or state statute without the unanimous consent of all of the members and manager of the Company. For so long as the First Mortgage exists on any portion of the Property, no material amendment to these articles of organization may be made without first obtaining approval of the mortgagee holding the First Mortgage on any portion of the Property.

1.4 Indemnification

Any indemnification of the Company's members shall be fully subordinated to any obligations respecting the Property (including, without limitation, the First Mortgage) and such indemnification shall not constitute a claim against the Company in the event that cash flow in excess of amounts necessary to pay holders of such obligations is insufficient to pay such obligations.

1.5 Separateness Covenants

For so long as the First Mortgage exists on any portion of the Property, in order to preserve and ensure its separate and distinct identity, in addition to the other provisions set forth in these articles of organization, the Company shall conduct its affairs in accordance with the following provisions:

1.5.1 It shall establish and maintain an office through which its business shall be conducted separate and apart from that of any of its members or affiliates and shall allocate fairly and reasonably any overhead for shared office space.

1.5.2 It shall maintain records and books of account separate from those of any member or affiliate.

1.5.3 It shall observe all Company formalities.

1.5.4 It shall not commingle assets with those of any member or affiliate.

1.5.5 It shall conduct its own business in its own name.

1.5.6 It shall maintain financial statements separate from any member or affiliate.

1.5.7 It shall pay any liabilities out of its own funds, including salaries of any employees, not funds of any member or affiliate.

1.5.8 It shall maintain an arm's length relationship with any member or affiliate.

1.5.9 It shall not guarantee or become obligated for the debts of any other entity, including any member or affiliate, or hold out its credit as being available to satisfy the obligations of others.

1.5.10 It shall use stationery, invoices and checks separate from any member or affiliate.

1.5.11 It shall not pledge its assets for the benefit of any other entity, including any member or affiliate.

1.5.12 It shall hold itself out as an entity separate from any member or affiliate.

1.6 Definitions

For purpose of this Article, the following terms shall have the following meanings:

1.6.1 "affiliate" means any person controlling or controlled by or under common control with the Company including, without limitation (i) any person who has a familial relationship, by blood, marriage or otherwise with any partner or employee of the Company, or any affiliate thereof and (ii) any person which receives compensation for administrative, legal or accounting services from this Company, or any affiliate. For purposes of this definition, "control" when used with respect to any specified person, means the power to direct the management and policies of such person, directly or indirectly, whether through the ownership of voting securities, by contract or otherwise; and the terms "controlling" and "controlled" have meanings correlative to the foregoing.

1.6.2 "person" means any individual, corporation, partnership, Company, joint venture, association, joint stock company, trust (including any beneficiary thereof), unincorporated organization, or government or any agency or political subdivision thereof.

1.7 Dissolution

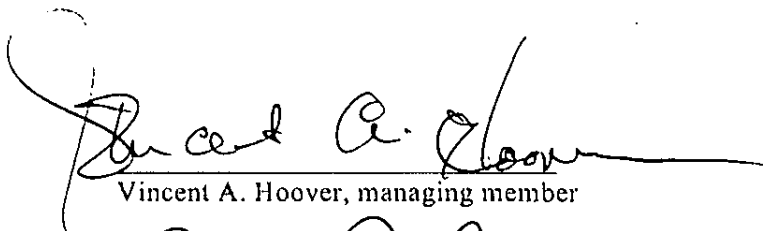
To the extent permissible under applicable federal and state tax law, the vote of a majority-in-interest of the remaining members is sufficient to continue the existence of the Company. If such vote is not obtained, for so long as the First Mortgage exists on any portion of

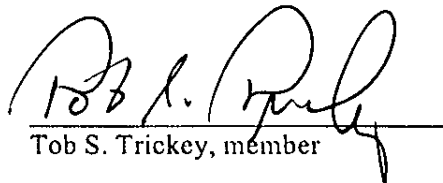
the Property, the Company shall not liquidate the Property without first obtaining approval of the mortgagee holding the First Mortgage on any portion of the Property. Such holders may continue to exercise all of their rights under the existing security agreements or mortgages until the debt underlying the First Mortgage has been paid in full or otherwise completely discharged.

1.8 Voting

When acting on matters subject to the vote of the members, notwithstanding that the Company is not then insolvent, the members and the outside member shall take into account the interest of the Company's creditors, as well as those of the members.

Dated October 12, 2012.


Vincent A. Hoover, managing member


Tob S. Trickey, member