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TALLAHASSEE, FLORIDA

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BASIC AMENDMENT

MARSH CREEK CLUB CORPORATION

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**ARTICLES OF AMENDMENT TO
ARTICLES OF INCORPORATION
OF
MARSH CREEK CLUB CORPORATION**

Pursuant to the provisions of Section 607.1006, of the Florida Business Corporation Act (the "Act"), this Florida profit corporation adopts the following Articles of Amendment to Articles of Incorporation:

1. The name of this Corporation is Marsh Creek Club Corporation.
2. The Articles of Incorporation are hereby amended by deleting Article VIII in its entirety and amending to read as follows:

"ARTICLE VIII. COVENANTS

The Corporation will conduct its affairs in accordance with the following provisions:

(a) the Corporation will maintain separate corporate records and books of account from those of any person or entity owning beneficially more than fifty percent (50%) of the outstanding shares of common stock of the Corporation (such person or entity referred to in this Article VIII as "Beneficial Owner");

(b) the Corporation's Board of Directors will hold regular meetings, not less frequently than once every calendar quarter, to review the actions of the officers of the Corporation and to authorize and approve (i) all transactions outside the ordinary course of the Corporation's business that are incidental, necessary, suitable or convenient for the accomplishment of the purposes set forth in these Articles of Incorporation, as amended, and (ii) such other transactions, agreements and actions of the Corporation as the Board of Directors deems appropriate in connection with its review and supervision of the Corporation's actions;

(c) the Corporation shall file its own tax returns;

(d) the Corporation shall 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) the Corporation shall 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 arm's length relationship with its affiliates;

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

(g) for so long as the loan from LaSalle Bank National Association, its successors and/or assigns, to the Corporation in the approximate amount of \$4,075,000.00 (the "Loan") shall remain in existence and unpaid, the Corporation (i) shall not incur any indebtedness, secured or unsecured, direct or indirect, absolute or contingent (including guaranteeing any obligation), other than (a) the Loan, and (b) unsecured trade payables as permitted under the documents evidencing the Loan; (ii) shall not own, hold or acquire, directly or indirectly, any ownership interest (legal or equitable) in any real or personal property other than (a) the Property, and (b) incidental personal property necessary for the ownership or operation of the Property; (iii) shall not engage in any business other than the ownership, operation and disposition of the Property; (iv) shall 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 other, including not acquiring obligations or securities of its officers, directors or shareholders; (v) shall not pledge its assets for the benefit of any other entity or person or make any loans or advances to any person or entity; (vi) shall not enter into any contract or agreement with any Guarantor, as defined in the mortgage securing the Loan, or any party which is directly or indirectly controlling, controlled by or under common control with the Corporation or Guarantor (an "Affiliate"), except upon terms and conditions that are intrinsically fair and substantially similar to those that would be available on an arm's length basis with third parties other than any Guarantor or Affiliate; (vii) shall 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; (viii) shall not dissolve or wind up, in whole or in part, and no officer, director or shareholder of the Corporation shall seek the dissolution or winding up, in whole or in part, of the Corporation, and the Corporation will not merge with or be consolidated into any other entity; (ix) shall 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 Corporation, Affiliate or any other person; (x) shall 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; and (xi) until such time as the Loan has been repaid in full, the Corporation shall not amend, modify or terminate any of these provisions of the Corporation's Certificate of Incorporation or Bylaws without the prior written consent of the Lender."

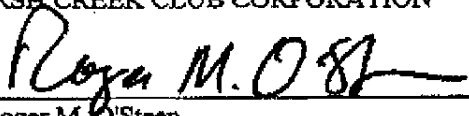
3. In accordance with Section 607.1003 of the Act, the foregoing amendment was adopted by the Board of Directors and the Shareholders of the Corporation pursuant to a Written

Consent in lieu of a joint meeting of the Board and the Shareholders of the Corporation dated October 27, 2005.

IN WITNESS WHEREOF, the undersigned officer of the Corporation has hereunto set his hand this 27 day of October, 2005.

MARSH CREEK CLUB CORPORATION

By


Roger M. O'Steen
President