

This instrument prepared by and after recording return to:
Norman M. Orr
BURR & FORMAN LLP
420 North 20th Street, Suite 3400
Birmingham, Alabama 35203
(205) 458-5142

Record & Return to:
* **Page, Mannino, Peresich and McDermott**
759 Vieux Marche Mall
Biloxi, MS 39530
Tel. 228.374.2100

THIS CORRECTION, AFFIRMATION AND RATIFICATION OF DEED OF TRUST, ASSIGNMENT, SECURITY AGREEMENT AND FIXTURE FILING SECURES A LINE OF CREDIT TO BE USED FOR BUSINESS OR COMMERCIAL PURPOSES AND IS ENTITLED TO THE PROTECTIONS OF §89-1-49 OF THE MISSISSIPPI CODE AND SERVES AS A FIXTURE FILING.

To the Chancery Clerk of Desoto County, Mississippi: Indexing Instructions: Cherry Tree Park South Subdivision, Phase I, situated in Section 16, Township 2 South, Range 7 West, as per plat thereof record in Plat Book 97, Page 18 AND Lyon's Gate Subdivision, in Section 15, Township 1 South, Range 6 West, and Section 22, Township 1 South, Range 6 West, as per Plat thereof recorded in Plat Book 101, Pages 46-47 AND Rasco Farms Subdivision, in Section 21, Township 1 South, Range 8 West, Southaven, as per Plat thereof recorded in Plat Book 103, Page 43 AND Southbranch Subdivision, Section B, situated in Section 25, Township 1 South, Range 7 West, as per plat thereof recorded in Plat Book 89, Page 38-42.

CORRECTION, AFFIRMATION AND RATIFICATION OF DEED OF TRUST,
ASSIGNMENT, SECURITY AGREEMENT AND FIXTURE FILING
(Desoto County, Mississippi)

THIS CORRECTION, AFFIRMATION AND RATIFICATION OF DEED OF TRUST, ASSIGNMENT, SECURITY AGREEMENT AND FIXTURE FILING (this "Agreement") is dated as of the 23rd day of DECEMBER, 2009, by and among **Bank of America, N.A.**, a national banking association ("Lender") whose address is 100 West Garden Street, Pensacola, Florida 22502 Telephone Number (813) 282-4141, **Adams Homes, LLC**, an Alabama limited liability company, ("Adams LLC") whose address is 3000 Gulf Breeze Parkway, Gulf Breeze, Florida 32563 Telephone Number (850) 934-0470, **Adams Homes of Northwest Florida, Inc.**, a Florida corporation ("Adams Corporation"; herein Adams LLC and Adams Corporation are jointly referred to as the "Borrowers") whose address is 3000 Gulf Breeze Parkway, Gulf Breeze, Florida 32563 Telephone Number (850) 934-0470, **Adams Homes AEC, LLC**, a South Carolina limited liability company ("Adams SC") whose address is 3000 Gulf Breeze Parkway, Gulf Breeze, Florida 32563 Telephone Number (850) 934-0470; and **Wayne L. Adams**, individually, whose address is 3000 Gulf Breeze Parkway, Gulf Breeze, Florida 32563 Telephone Number (850) 934-0470 ("Adams"; Adams and Adams SC are jointly referred to herein as "Guarantors").

RECITALS

WHEREAS, Borrowers are jointly and severally indebted to Lender for a credit facility (the "Loan") in the present maximum amount of up to \$70,000,000 which was extended by the Lender for the purpose of financing the development of residential lots in various states including the State of Mississippi; and

WHEREAS, the Loan is presently evidenced by that certain Renewal Promissory Note dated May 22, 2009, in the principal amount of \$100,000,000 (the "Note"), subject, however, to certain restrictions on advances as set forth in the Master Loan Agreement hereafter described; and

WHEREAS, the Loan is further evidenced by that certain Amended and Restated Master Loan Agreement dated August 23, 2007, together with that certain First Amendment to Amended and Restated Master Loan Agreement dated July 16, 2008, and that certain Second Amendment to Amended and Restated Master Loan Agreement dated May 22, 2009 (as amended, the "Master Loan Agreement"); and

WHEREAS, as security for the Loan, Adams LLC has executed and delivered to Lender that certain Deed of Trust, Assignment, Security Agreement and Fixture Filing dated May 18, 2007 ("Original Deed of Trust"), which instrument was recorded on August 9, 2007 at Book 2,769 Pages 665-694 with the Chancery Clerk Office of Desoto County, Mississippi (the "Recording Office"), to which Adams Corporation joined as a borrower pursuant to that certain Joinder attached thereto ("Joinder"); as amended by that certain Consolidation/Modification of Loan Documents Agreement dated August 23, 2007, by and among Borrowers, Adams SC and Lender, which such instrument was recorded on October 24, 2007 at Book 2,808 Pages 156-175 in the Recording Office and re-recorded on October 31, 2007 at Book 2,811 Pages 55-74 in the Recording Office (the "Consolidation"); as amended by that certain Mortgage Spreader and Modification Agreement dated January 31, 2008, by and among Borrowers and Lender, which such instrument was recorded on February 11, 2008, at Book 2,854 Pages 648-651 in the Recording Office (the "Spreader One"); as amended by that certain Mortgage Spreader and Modification Agreement dated March 13, 2008, by and among Borrowers and Lender, which such instrument was recorded on March 20, 2008, at Book 2,872 Pages 226-229 in the Recording Office (the "Spreader Two"); as amended by that certain Mortgage Spreader and Modification Agreement dated April 8, 2008, by and among Borrowers and Lender, which such instrument was recorded on April 14, 2008, at Book 2,884 Pages 264-267 in the Recording Office (the "Spreader Three"); as amended by that certain Mortgage Spreader and Modification Agreement dated April 8, 2008, by and among Borrowers and Lender, which such instrument was recorded on April 14, 2008, at Book 2,884 Pages 268-271 in the Recording Office (the "Spreader Four"); as amended by that certain Mortgage Spreader and Modification Agreement dated April 8, 2008, by and among Borrowers and Lender, which such instrument was recorded on April 14, 2008, at Book 2,884 Pages 272-275 in the Recording Office (the "Spreader Five"); as amended by that certain Mortgage Spreader and Modification Agreement dated April 8, 2008, by and among Borrowers and Lender, which such instrument was recorded on April 14, 2008, at Book 2,884 Pages 276-278 in the Recording Office and re-recorded on May 2, 2008, at Book 2,893 Pages

413-416 in the Recording Office (the "Spreader Six"); as amended by that certain Mortgage Spreader and Modification Agreement dated April 9, 2008, by and among Borrowers and Lender, which such instrument was recorded on April 16, 2008, at Book 2,885 Pages 361-364 in the Recording Office (the "Spreader Seven" herein the Note, the Master Loan Agreement, Original Deed of Trust, the Joinder, the Consolidation, the Spreader One, the Spreader Two, the Spreader Three, the Spreader Four, the Spreader Five, the Spreader Six, and the Spreader Seven are collectively referred to as the "Loan Documents"; and the Original Deed of Trust, as supplemented by the Joinder, as amended by the Consolidation, as amended by the Spreader One, as amended by the Spreader Two, as amended by the Spreader Three, as amended by the Spreader Four, as amended by the Spreader Five, as amended by the Spreader Six, and as amended by the Spreader Seven is referred to as the "Deed of Trust"); and

WHEREAS, Adams SC and Adams have jointly and severally guaranteed Borrowers' performance under the Loan Documents pursuant to those certain guaranty agreements executed by each of them (jointly the "Guaranty"); and

WHEREAS, the Loan Documents that were recorded contained minor errors in their signature blocks and in the acknowledgement blocks that the Borrowers, Guarantors, and Lender now desire to correct by proper execution of this Agreement; and

WHEREAS, the Borrowers, the Guarantors and Lender desire to supplement the Deed of Trust as outlined herein; and

WHEREAS, certain real property secured by the Deed of Trust has been released and certain real property has been added to the real property secured by the Deed of Trust and therefore the Borrowers, the Guarantors and Lender now desire to confirm the real property that is encumbered by the Deed of Trust; and

WHEREAS, the parties desire to affirm and ratify the Deed of Trust and the Loan Documents as modified hereby and the Guaranty.

AGREEMENT

NOW THEREFORE, in consideration of the Recitals, ten dollars and other good and valuable consideration, the receipt and sufficiency of all of which are hereby acknowledged, the parties hereto hereby agree as follows:

1. The above recitals are true and correct.
2. The real property legally described in **Exhibit A** attached hereto and incorporated herein by this reference (the "Property") accurately describes the real property encumbered by the Deed of Trust and the Loan Documents and all references to the term "Land" in the Deed of Trust shall refer to the Property; and therefore, in order to affirm and ratify the real property encumbered by the Deed of Trust and the Loan Documents, Borrowers hereby irrevocably grant, bargain, sell, confirm, convey, transfer, assign, pledge, set over and warrants, all with power of sale, the Property unto Joel L. Blackledge, whose address is 1203 Broad Avenue, Ste A., Gulfport, MS. 39501 Telephone Number (228) 864-0161 in trust for the benefit of Lender, all of Borrowers' estates, rights, title and interests in, to and under the Property all to the same end and

with the same force and effect as if included at the time the Original Deed of Trust was executed and delivered. As to the Property, each of the Borrowers and the Guarantors makes all representations and warranties in the Loan Documents and the Guaranty to which each of them is a party originally applicable to the mortgaged land, and agrees that the Property shall be subject to all covenants and provisions of the Loan Documents as if originally subject thereto.

3. The maturity date of the Deed of Trust is May 20, 2010.

4. Borrowers and the Guarantors, jointly and severally, hereby affirm each and all of their obligations set forth in the Loan Documents and the Note, the Guaranty, and other loan documents executed in conjunction therewith, to which each is a party, respectively, (the "Additional Loan Documents") and with respect to Loan Documents, the Note, the Guaranty and Additional Loan Documents to which each is a party, agree to perform each and every covenant, agreement and obligation therein and herein and further agree to be bound by each and all of the provisions thereof. The Property shall in all respects be subject to the lien, charge and/or encumbrances of the Deed of Trust and nothing herein contained or done shall affect the lien, charge, and/or encumbrance of the Deed of Trust, as modified hereby, or its priority over any other liens, charges encumbrances, and/or conveyances.

5. Borrowers and the Guarantors, jointly and severally, warrant that each of them has full power and authority to execute this Agreement, that there are no other liens or claims against the Property other than the first lien of the Deed of Trust, property taxes for tax year 2008, and property taxes that are not yet due and payable, that the Deed of Trust is binding upon the Borrowers, and to the extent applicable, the Guarantors, and each of their successors and assigns, that Lender has heretofore fully performed its obligations under the Deed of Trust, the Loan Documents, the Note, the Guaranty, and the Additional Loan Documents and that neither of the Borrowers nor Adams or Adams SC has a claim or offset against Lender or against the indebtedness under the Note, the obligations under the Deed of Trust, the obligations under the Loan Documents, the obligations under the Guaranty, or the obligations under any of the Additional Loan Documents. Each of the Borrowers and the Guarantors does hereby release and hold harmless Lender, its officers, employees and agents, from and against any claim, action, suit, demand, cost, expense or liability of any kind whether known or unknown, relating in any way to the making of the loan evidenced by the Deed of Trust or the administration thereof, or the communications and business dealings between Lender and Borrowers and Guarantors through the date hereof. Borrowers and the Guarantors, jointly and severally, represent and warrant (i) that none of them has any defenses, setoffs, counterclaims, actions or equities in favor of any of the Borrowers or the Guarantors to or against the enforcement of the Note, the Guaranty, the Deed of Trust, the Loan Documents, or the Additional Loan Documents; and (ii) no agreement, oral or otherwise, has been made by any of Lender's employees, agents, officers or directors to further extend or modify the Note, the Guaranty, the Deed of Trust, the Loan Documents, or the Additional Loan Documents.

6. Each of the Borrowers and the Guarantors hereby acknowledges that there are no set-offs, claims counterclaims or defenses available to Borrowers and/or the Guarantors with respect to the Loan, the Loan Documents, the Guaranty or this Agreement, and to the extent any such set-offs, claims, counterclaims or defenses exists, the same are hereby waived and released in consideration of Lender entering into this Agreement.

7. This Agreement is made and entered into for the protection and benefit of the parties hereto and their successors and assigns, and no other person or entity shall be a direct or indirect beneficiary or have any direct or indirect cause of action or claim in connection with this Agreement or any of the Loan Documents, the Additional Loan Documents, or the Guaranty.

8. Each party acknowledges that it has participated in the negotiation of this Agreement and no provision of this Agreement shall be construed against or interpreted to the disadvantage of any party hereto by any court or other governmental or judicial authority by reason of such party having or being deemed to have structured, dictated or drafted such provision. All terms of this Agreement were negotiated at arms-length, and this Agreement was prepared and executed without fraud, duress, undue influence or coercion of any kind exerted by any of the parties upon the other. The execution and delivery of this Agreement is the free and voluntary action of the parties.

9. If, from any circumstances whatsoever, fulfillment of any provision of this Agreement shall involve transcending the limit of validity presently prescribed by any applicable law, with regard to obligations of like character and amount, then ipso facto the obligation to be fulfilled shall be reduced to the limit of such validity. Further, if any cause or provision herein contained operates or would prospectively operate to invalidate this Agreement, in whole or in part, then such clause or provision only shall be held for naught, as though not herein contained, and the remainder of this Agreement shall remain operative and in full force and effect.

10. To facilitate execution, this Agreement and any required consents may be executed in as many counterparts as may be convenient or required. It shall not be necessary that the signature of, or on behalf of, each party, or that the signature of all persons required to bind any party, appear on each counterpart. All counterparts shall collectively constitute a single agreement. It shall not be necessary in making proof of this Agreement or any required consent to produce or account for more than a single counterpart containing the respective signatures of, or on behalf of, each of the parties thereto. Any signature to any counterpart may be detached from such counterpart without impairing the legal effect of the signatures thereon and thereafter attached to another counterpart identical thereto except having attached to it additional signature pages.

11. This Agreement shall be construed and enforced in accordance with the laws of the State of Mississippi.

12. It is further agreed as follows:

(a) Time is of the essence of this Agreement and each provision of this Agreement;

(b) This Agreement and the other Loan Documents constitute the entire and final agreement among the parties and there are no agreements, understandings, warranties or representations among the parties except as set forth herein and in the other Loan Documents.

(c) This Agreement will inure to the benefit of and bind the respective heirs, personal representatives, successors, and permitted assigns of the parties hereto; and

(d) Neither this Agreement nor any of the provisions hereof can be changed, waived, discharged or terminated, except by an instrument in writing signed by the party against whom enforcement of the change, waiver, discharge or termination is sought.

13. The terms and provisions of the respective Dispute Resolution provisions of the Master Loan Agreement and the Deed of Trust are hereby incorporated by reference.

14. WITHOUT INTENDING IN ANY WAY TO LIMIT THE PARTIES' AGREEMENT TO ARBITRATE ANY "DISPUTE" (FOR PURPOSES OF THIS SECTION, AS DEFINED IN THE MASTER LOAN AGREEMENT) AS SET FORTH IN THIS AGREEMENT, TO THE EXTENT ANY "DISPUTE" IS NOT SUBMITTED TO ARBITRATION OR IS DEEMED BY THE ARBITRATOR OR BY ANY COURT WITH JURISDICTION TO BE NOT ARBITRABLE OR NOT REQUIRED TO BE ARBITRATED, THE PARTIES HERETO WAIVE TRIAL BY JURY IN RESPECT OF ANY SUCH "DISPUTE" AND ANY ACTION ON SUCH "DISPUTE." THIS WAIVER IS KNOWINGLY, WILLINGLY AND VOLUNTARILY MADE BY THE PARTIES HERETO, AND THE PARTIES HERETO HEREBY REPRESENT THAT NO REPRESENTATIONS OF FACT OR OPINION HAVE BEEN MADE BY ANY PERSON OR ENTITY TO INDUCE THIS WAIVER OF TRIAL BY JURY OR TO IN ANY WAY MODIFY OR NULLIFY ITS EFFECT. THIS PROVISION IS A MATERIAL INDUCEMENT FOR THE PARTIES ENTERING INTO THIS AGREEMENT. THE PARTIES HERETO ARE EACH HEREBY AUTHORIZED TO FILE A COPY OF THIS SECTION IN ANY PROCEEDING AS CONCLUSIVE EVIDENCE OF THIS WAIVER OF JURY TRIAL. EACH PARTY HERETO FURTHER REPRESENTS AND WARRANTS THAT IT HAS BEEN REPRESENTED IN THE SIGNING OF THIS AGREEMENT AND IN THE MAKING OF THIS WAIVER BY INDEPENDENT LEGAL COUNSEL, OR HAS HAD THE OPPORTUNITY TO BE REPRESENTED BY INDEPENDENT LEGAL COUNSEL SELECTED OF ITS OWN FREE WILL, AND THAT IT HAS HAD THE OPPORTUNITY TO DISCUSS THIS WAIVER WITH COUNSEL.

15. Except as provided herein, the terms of the Deed of Trust and the Loan Documents and the Additional Loan Documents shall remain unchanged. Except as specifically modified by this Agreement, all of the terms and conditions of the Deed of Trust, the Note, the Guaranty, the Loan Documents, and the Additional Loan Documents are hereby ratified and affirmed by the parties hereto.

16. It is the intent of the parties hereto that this Agreement shall not constitute a novation and shall in no way adversely affect or impair the lien priority of the Deed of Trust.

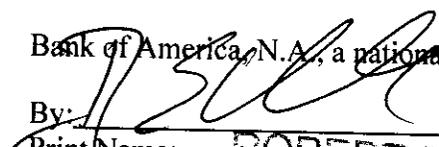
NO FURTHER TEXT ON THIS PAGE

SIGNATURE PAGE ONE TO CORRECTION, AFFIRMATION AND RATIFICATION OF DEED OF TRUST, ASSIGNMENT, SECURITY AGREEMENT AND FIXTURE FILING

IN WITNESS WHEREOF, the parties hereto have signed and sealed this Correction, Affirmation and Ratification of Deed of Trust, Assignment, Security Agreement and Fixture Filing as of the day and year first above written.

LENDER:

Bank of America, N.A., a national banking association

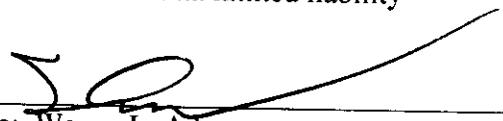
By: 

Print Name: ROBERT E. UNELL

Its: VICE PRESIDENT

ADAMS LLC:

Adams Homes L.L.C. an Alabama limited liability company

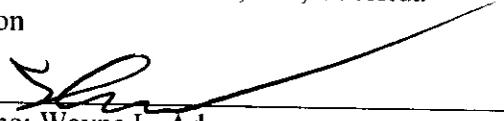
By: 

Print Name: Wayne L. Adams

Its: Manager

ADAMS CORPORATION:

Adams Homes of Northwest Florida, Inc., a Florida corporation

By: 

Print Name: Wayne L. Adams

Its: President

**SIGNATURE PAGE TWO TO CORRECTION, AFFIRMATION AND
RATIFICATION OF DEED OF TRUST, ASSIGNMENT, SECURITY AGREEMENT
AND FIXTURE FILING**

IN WITNESS WHEREOF, the parties hereto have signed and sealed this Correction, Affirmation and Ratification of Deed of Trust, Assignment, Security Agreement and Fixture Filing as of the day and year first above written.

ADAMS SC:

Adams Homes AEC, LLC, a South Carolina limited liability company

By: 
Print Name: Wayne L. Adams
Its: Manager

ADAMS:


Wayne L. Adams, Individually

(acknowledgements on following 3 pages)

ACKNOWLEDGEMENT PAGE ONE TO CORRECTION, AFFIRMATION AND RATIFICATION OF DEED OF TRUST, ASSIGNMENT, SECURITY AGREEMENT AND FIXTURE FILING

Bank of America Acknowledgment

STATE OF Georgia)
COUNTY OF Newton)

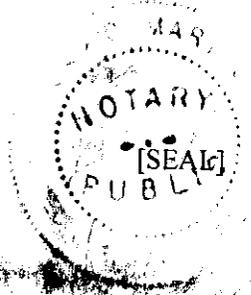
Personally appeared before me, the undersigned authority in and for the said county and state, on this the 4th day of January, ~~2009~~²⁰¹⁰, within my jurisdiction, the within named Robert E. Unell, who acknowledged that he/she is the Vice Pres of Bank of America, N.A., a national banking association, and that for and on behalf of said national banking association, and as its act and deed, he/she executed the above and foregoing instrument, after first having been duly authorized by said national banking association so to do.

Witness my hand and official seal, this 4th day of January, ~~2009~~²⁰¹⁰.

Joan C. Martin
NOTARY PUBLIC

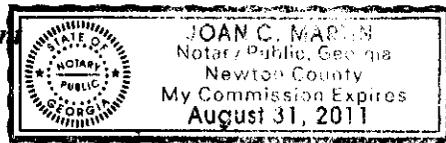
Print Name: Joan C Martin

My Commission Expires: _____



Adams LLC Acknowledgment

STATE OF Florida)
COUNTY OF Santa Rosa)



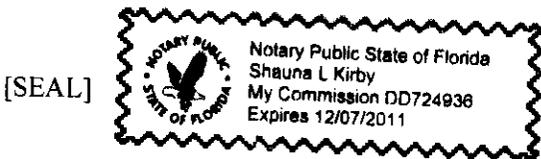
Personally appeared before me, the undersigned authority in and for the said county and state, on this the 23rd day of December, 2009, within my jurisdiction, the within named Wayne L. Adams, who acknowledged that he is the Manager of Adams Homes, L.L.C., an Alabama limited liability company, and that for and on behalf of said limited liability company, and as its act and deed, he executed the above and foregoing instrument, after first having been duly authorized by said limited liability company so to do.

Witness my hand and official seal, this 23rd day of December, 2009.

Shauna L. Kirby
NOTARY PUBLIC

Print Name: Shauna L. Kirby

My Commission Expires: 12/7/2011



ACKNOWLEDGEMENT PAGE TWO TO CORRECTION, AFFIRMATION AND RATIFICATION OF DEED OF TRUST, ASSIGNMENT, SECURITY AGREEMENT AND FIXTURE FILING

Adams Corporation Acknowledgement

STATE OF Florida)
COUNTY OF Santa Rosa)

Personally appeared before me, the undersigned authority in and for the said county and state, on this the 23rd day of December, 2009, within my jurisdiction, the within named Wayne L. Adams, who acknowledged that he is the President of Adams Homes of Northwest Florida, Inc., a Florida corporation, and that for and on behalf of said corporation, and as its act and deed, he executed the above and foregoing instrument, after first having been duly authorized by said corporation so to do.

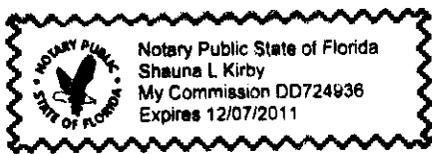
Witness my hand and official seal, this 23rd day of December, 2009.

Shauna L Kirby
NOTARY PUBLIC

Print Name: Shauna L. Kirby

My Commission Expires: 12/7/2011

[SEAL]



Adams SC Acknowledgment

STATE OF Florida)
COUNTY OF Santa Rosa)

Personally appeared before me, the undersigned authority in and for the said county and state, on this the 23rd day of December, 2009, within my jurisdiction, the within named Wayne L. Adams, who acknowledged that he is the Manager of Adams Homes AEC, LLC, a South Carolina limited liability company, and that for and on behalf of said limited liability company, and as its act and deed, he executed the above and foregoing instrument, after first having been duly authorized by said limited liability company so to do.

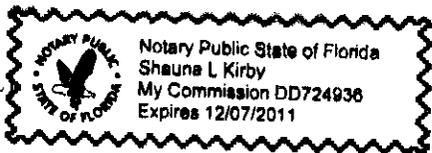
Witness my hand and official seal, this 23rd day of December, 2009.

Shauna L Kirby
NOTARY PUBLIC

Print Name: Shauna L. Kirby

My Commission Expires: 12/7/2011

[SEAL]



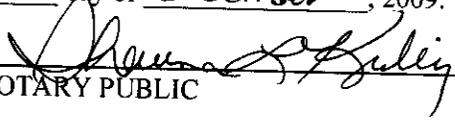
ACKNOWLEDGEMENT PAGE THREE TO CORRECTION, AFFIRMATION AND RATIFICATION OF DEED OF TRUST, ASSIGNMENT, SECURITY AGREEMENT AND FIXTURE FILING

Adams Individual Acknowledgment

STATE OF Florida)
COUNTY OF Santa Rosa)

Personally appeared before me, the undersigned authority in and for the said county and state, on this the 23rd day of December, 2009, within my jurisdiction, the within named Wayne L. Adams, who acknowledged that he executed the above and foregoing instrument.

Witness my hand and official seal, this 23rd day of December, 2009.



NOTARY PUBLIC

Print Name: Shauna L. Kirby

[SEAL]

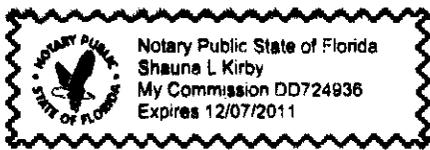


EXHIBIT A

Lots 72, 79 and 90, Cherry Tree Park South Subdivision, Phase I, situated in Section 16, Township 2 South, Range 7 West, Desoto County, Mississippi, as per plat thereof record in Plat Book 97, Page 18, Chancery Clerk's Office, Desoto County, Mississippi; **LESS AND EXCEPT LOTS RELEASED OF RECORD AFTER JULY 23, 2009.**

AND

Lot 34, Section E, Lyon's Gate Subdivision, in Section 15, Township 1 South, Range 6 West, and Section 22, Township 1 South, Range 6 West, DeSoto County, Mississippi, as per Plat thereof recorded in Plat Book 101, Pages 46-47, in the Office of the Chancery Clerk of DeSoto County, Mississippi; **LESS AND EXCEPT LOTS RELEASED OF RECORD AFTER JULY 23, 2009.**

AND

Lots 13, 21, 41, 51, 116, 147 and 166, Section "A" Rasco Farms Subdivision, in Section 21, Township 1 South, Range 8 West, Southaven, DeSoto County, Mississippi, as per Plat thereof recorded in Plat Book 103, Page 43, in the Office of the Chancery Clerk of DeSoto County, Mississippi; **LESS AND EXCEPT LOTS RELEASED OF RECORD AFTER JULY 23, 2009.**

AND

Lots 24, 38, 93 and 109, Southbranch Subdivision, Section B, situated in Section 25, Township 1 South, Range 7 West, DeSoto County, Mississippi, as per plat thereof recorded in Plat Book 89, Page 38-42, in the Office of the Chancery Clerk of DeSoto County, Mississippi; **LESS AND EXCEPT LOTS RELEASED OF RECORD AFTER JULY 23, 2009.**