

Presley & Ranieri, P.A.
Attorneys-at-Law

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4901 N.W. 17th Way
Fort Lauderdale, Florida 33309-3774

Michael R. Presley, Esquire

A05706

Tel. 954.772.2511

Fax. 954.772.5323

Christopher M. Ranieri, Esquire

VIA FEDERAL EXPRESS

State of Florida
Division of Corporations
409 Gaynes Street
Tallahassee, FL 32399

7000002657827-1
10/21/98-01064-009
*****52.50 *****52.50

**Re: -- *Wolf's Lair, Ltd., a Florida
Limited Partnership*
Document No.: A05706**

Dear Sir/Madam:

Enclosed please find the 6th Amendment to the Articles of Limited Partnership along with Exhibit "A", the Assignment of all Ownership Claims and Interest of the Limited Partnership Known as *Wolf's Lair, Ltd.* along with all of its Assets. Kindly, file the original and return a stamp copy (herein enclosed) with a Certification from the Department of State as to the filing date for this Amendment.

A check for fifty-two dollars and fifty cents (\$52.50) is enclosed for filing fees.

Very truly yours,

Christopher M. Ranieri

CMR:cl
Enclosures

VOID

Rescinded - Court Order
See next image



FLORIDA DEPARTMENT OF STATE

Sandra B. Morham
Secretary of State

October 9, 1998

CHRISTOPHER M. RANIERI
PRESLEY & RANIERI, P.A.
4901 N.W. 17TH WAY, SPECTRUM BLDG. #505
FORT LAUDERDALE, FL 33309-3774

SUBJECT: WOLFS' LAIR, LTD.
Ref. Number: A05706

VOID

We have received your document for WOLFS' LAIR, LTD. and check(s) totaling \$52.50. However, your check(s) and document are being returned for the following:

The name and address is required for any newly designated general partner.

Please return your document, along with a copy of this letter, within 60 days or your filing will be considered abandoned.

If you have any questions concerning the filing of your document, please call (850) 487-6025.

Cathy A Mitchell
Corporate Specialist

Letter Number: 198A00050238

**SIXTH AMENDMENT TO THE CERTIFICATE OF
FORMATION
AND AGREEMENT OF LIMITED PARTNERSHIP OF
WOLF'S LAIR, LTD.
(A Florida Limited Partnership)**

THIS SIXTH AMENDMENT to the Certificate of Formation and Agreement of Limited Partnership of Wolfs' Lair, Ltd., is entered into on this 5th day of October, 1998, effective immediately upon execution, and is filed by Mortgage International Guarantee, Inc. as the sole General Partner and Limited Partner of Wolfs' Lair, Ltd., a Florida Limited Partnership.

WITNESSETH:

Whereas, Wolfs' Lair, Ltd., is a Florida Limited Partnership filed of record with the Secretary of State of Florida on April 29, 1977; And,

Whereas, on August 6, 1997, Wolf A. Weinhold was the sole Limited Partner of Wolfs' Lair, Ltd., and had acquired One Hundred (100%) Percent of all the rights, title, and interest to the General Partner of Wolfs' Lair, Ltd., thereby making him the sole General Partner and Limited Partner of Wolfs' Lair, Ltd.; And,

Whereas, on September 28, 1998, Wolf A. Weinhold, by virtue of the attached Assignment marked as Exhibit A hereto, had assigned all of his rights, title and interest as both the sole General Partner and the sole Limited Partner of Wolfs' Lair, Ltd. to Mortgage International Guarantee, Inc.; And,

Whereas, Mortgage International Guarantee, Inc., desires to amend the limited partnership certificate to reflect said assignment and to notify all of a withdrawal of the previous general partner and the admission of new general partner.

VOID

Rescinded - Court Order

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NOW THEREFORE, in consideration of the premises and mutual conditions herein contained, the Certificate of Formation and Agreement of Limited Partnership of Wolfs' Lair, Ltd., and all amendments previously filed and submitted hereto:

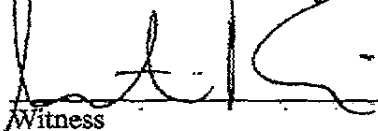
1. In recognition that Wolf A. Weinhold, by virtue of the attached Assignment, has withdrawn as the sole General Partner of Wolfs' Lair, Ltd., and has transferred all of his rights, title and interest as the sole General Partner of Wolfs' Lair, Ltd. to Mortgage International Guarantee, Inc., it is hereby declared that Mortgage International Guarantee, Inc. shall now be admitted as the new sole General Partner of Wolfs' Lair, Ltd., 4901 N.W. 17th Way/Suite 505, Fort Lauderdale, FL 33309.
2. In recognition that Wolf A. Weinhold, by virtue of the attached Assignment, has transferred all of his rights, title and interest as the sole Limited Partner of Wolfs' Lair, Ltd. to Mortgage International Guarantee, Inc., it is hereby declared that Mortgage International Guarantee, Inc. shall now be admitted as the new sole Limited Partner of Wolfs' Lair, Ltd.
3. Mortgage International Guarantee, Inc. hereby acknowledges its acceptance of the transfer of the partnership interests of Wolfs' Lair, Ltd. from Wolf A. Weinhold, and agrees to be bound by the terms of the original certificate of limited partnership, all amendments thereto, in respect to the rights, obligations and duties of the general partner except to the extent waived herein.
4. This amendment shall inure to the benefit of and be binding upon the successors in interest and all assigns of the Mortgage International Guarantee, Inc.


5. Mortgage International Guarantee, Inc. does hereby waive any provisions of subsection 13(c) of the original limited partnership certificate which requires the written opinion of counsel that an assignment of an individual partner's interest does not constitute a violation of any federal or state law.
6. That the new address for the principal place of business for the limited partnership known as Wolfs' Lair, Ltd. is as follows:

4901 N.W. 17th Way
Suite 505
Fort Lauderdale, Florida 33309-3774
I/O Presley & Ranieri, P.A., attorneys at law

VOID
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STATE OF FLORIDA
TALLAHASSEE

In witness whereof, the undersigned has sworn to and has subscribed to this sixth amendment on this 6th Day of October, 1998.


Witness


Michael R. Presley, President
of Mortgage International Guarantee,
Inc., as both the General and Limited
Partner of Wolfs' Lair, Ltd.

State of Florida }
 }ss
County of Broward }

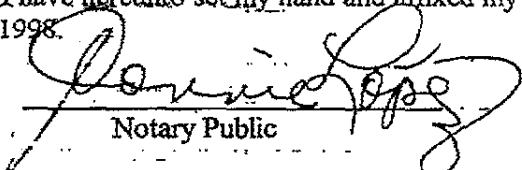
Before me personally appeared Michael R. Presley who is personally known to me to be the person described herein and who executed the foregoing instrument and who acknowledged before me that he executed the same for the purposes expressed herein.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal this 6th day of October, 1998.

My Commission Expires:



CONNIE LOPEZ
My Commission CC427350
Expires Dec 18 1998
Bonded by HAI
800-422 1556


Notary Public

*The address of the General Partner is:
Mortgage International Guarantee, Inc.,
4901 N.W. 17th Way/Suite 505,
Fort Lauderdale, Florida 33309

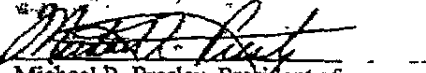

Michael R. Presley, President of
Mortgage International Guarantee,
Inc./General Partner of Wolfs' Lair, Ltd.

EXHIBIT A

ASSIGNMENT OF ALL OWNERSHIP
CLAIMS AND INTEREST OF THE LIMITED PARTNERSHIP
KNOWN AS WOLF'S LAIR, LTD. ALONG WITH ALL OF ITS ASSETS

Wolf A. Weinhold, (hereinafter referred to as "The Wolf"), in his individual capacity and as the Sole General Partner and the Sole Limited Partner of Wolf's Lair, Ltd., a Limited Partnership organized under the Laws of the State of Florida, and Mortgage International Guarantee, Inc., a Corporation organized under the laws of the State of Florida (hereinafter referred to as "MIG") make and enter into the following agreement on this 27th day of September, 1998:

WHEREAS, the MIG was formed by Articles of Incorporation, being filed with the Secretary of the State of Florida on the 28th day of April, 1998, bearing Document No. P980000370821, for the purposes of procuring financing for qualified borrowers; and

WHEREAS, Wolf's Lair, Ltd. was formed by filing a Certificate of Formation and Articles of Limited Partnership with the Secretary of State for Florida on April 29, 1977, bearing Document No. AO 5706, as amended on May 31, 1977, December 31, 1987, June 6, 1991, June 30, 1992, and as currently amended on August 6, 1997; and,

WHEREAS, the most recent amendment to the Articles of Limited Partnership of Wolf's Lair, Ltd., filed on August 6, 1997, reflects that Wolf A. Weinhold is its sole General Partner and sole Limited Partner and otherwise owns 100% of all the partnership units and assets of Wolf's Lair, Ltd.; and,

WHEREAS, CALUSA SACRED CAPITAL HOLDINGS, LTD., had its name reserved with the Secretary of State for Florida for formation as a Limited Partnership organized under the Laws of the State of Florida; and,

WHEREAS, said MIG has now purchased Calusa Sacred Capital Holdings, Ltd., (hereinafter referred to as "CSCH") as its subsidiary, for the express purpose of holding real estate assets which were previously owned by Charitable Organizations; and,

WHEREAS, any individual desiring to participate in the Real Estate Limited Partnership known as CSCH, Ltd., must now transfer all claims, rights, and ownership of certain assets into the MIG in order to further capitalize CSCH; and,

WHEREAS, in consideration for the transfer of all claims, rights, and ownership of these certain assets to be hereinafter described, The Wolf will receive a shareholder's interest in the General Partner (entity) of CSCH, with the percentage interest being equivalent to the ratio between the value of the assets transferred into CSCH by Wolf upon the initial capitalization of the General Partner of CSCH and the value of all the aggregate real estate transferred into CSCH by the various Charitable Entities upon the date of commencement of the Limited Partnership; and,

WHEREAS, The Wolf desires to participate and receive a shareholder's interest in the General Partner of CSCH, in an amount as outlined above, in exchange for his irrevocable assignment and transfer all of his ownership interests in both the General Partner and Limited Partners of the Limited Partnership known as Wolf's Lair, Ltd. which itself owns certain assets shown on the attached copy marked as Exhibit A and the MIG desires to receive said assets for said purpose; and,

WHEREAS, The Wolf represents that he is the sole owner of all the partnership units of both the General Partner and all the Limited Partners of Wolf's Lair, Ltd., and that he recognizes and understands that the initial use of the assets of Wolf's Lair, Ltd., will be to pledge them as collateral for a loan to fund his equity interest; and,

WHEREAS, The amount of the loan will be deemed the initial capital contribution into the General Partner of CSCH regardless of whether all the capital is transferred by the MIG to the subsidiary or not.

NOW, THEREFORE, for and in consideration of the mutual covenants and agreements hereinafter entered into, it is agreed as follows:

1. The Wolf does hereby irrevocably transfer and assign all of his ownership interests in both the General Partner and Limited Partners of the Limited Partnership known as Wolf's Lair, Ltd. along with all claims, rights, ownership and interest to the assets listed on the attached Exhibit "A" to the MIG.
2. That the collateral assignment of an unrelated claim for damages shall be aggregated, in the event of a recovery and assuming that the assignment of the unrelated claim is not revoked, with the value of the loan procured from the collateralization of the

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ALBANY, N.Y.
VOID

North Carolina property in order to establish the partnership interest of Wolf A. Weinhold in the entity of the General Partner of CSCH. See Schedule "B" attached hereto for the terms of the actual assignment.

DATED on this 28th day of September, 19 98.

Wolf A. Weinhold
Wolf A. Weinhold, individually
and as former owner of all partnership
interests of Wolf's Lair, Ltd. and any assets
that are held by that entity.

State of Florida}
County of Sarasota}

VOID
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SEP 28 1998
SARASOTA FLORIDA

Before me personally appeared Wolf A. Weinhold, to me personally known or who produced the following identification: DRIVER License, and who acknowledged to me that he executed the herein document for the purposes expressed therein freely and voluntarily and with full capacity on the this 28 day of September, 1998.

Paulette Stephens
Notary Public

My commission expires: Jan 1, 2002

(Seal)

PAULETTE STEPHENS
Notary Public - State of Florida
My Commission Expires Jan 1, 2002
Commission # CC706076

Accepted by Mortgage International Guarantee, Inc.

By: Michael R. Presley
Michael R. Presley, President

SCHEDULE A

ASSETS OF WOLF'S LAIR, LTD.

1. 1336 ACRES OF UNDEVELOPED LAND LOCATED IN HENDERSON, NORTH CAROLINA.
2. ANY AND ALL CLAIMS AND CAUSES OF ACTION AGAINST WOLF KARL WEINHOLD, SR., ET. AL. AS MORE SPECIFICALLY SET FORTH IN CASE NO. 98 CVS - 196 AS CONSOLIDATED IN SUPERIOR COURT, HENDERSONVILLE, NORTH CAROLINA.

LIABILITIES OF WOLF'S LAIR, LTD.

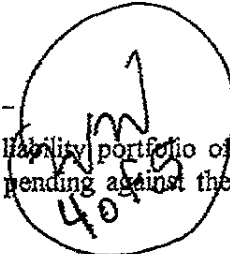
1. 81% INCHOATE CLAIM AGAINST TIMBER RIGHTS HELD BY VERDANT EARTH.
2. TAX BILL FOR 1998.
3. PROMISSORY NOTE AND MORTGAGE IN THE PRINCIPAL AMOUNT OF \$350,000.00 USD IN FAVOR OF CAROLINA PRESERVATION PARTNERS, INC.

Dated this 28th day of September, 1998.

I hereby represent that this schedule represents the entire asset and liability portfolio of Wolf's Lair, Ltd., and that I know of no other claims or liabilities pending against the limited partnership at this time.


Wolf A. Weinhold

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CLERK OF SUPERIOR COURT
HENDERSONVILLE, NC



SCHEDULE B

PARTIAL
COLLATERAL ASSIGNMENT OF A CLAIM FOR DAMAGES

FOR VALUE RECEIVED, the undersigned does hereby collaterally assign to Calusa Sacred Capital Holdings, Ltd. (assignee), any and all claims, demands, and causes of action of any kind whatsoever, which the undersigned has or may have against Casablanca Oil and the Equitable Life Assurance Company of America arising from or out of the tortious interference with advantageous business relationships and for breach of contract (contract dated January 2, 1996) between Wolf A. Weinhold and Reduwein Fousii of Riyadh, Saudi Arabia, with said contract having a liquidation value as of December 31, 1996 of approximately \$118,000,000.00 USD.

Absent from this assignment is the retained rights of Wolf A. Weinhold to prosecute, collect, settle, compromise and grant releases on said claims as he in his sole discretion deems advisable.

Signed under seal this 27th day of September, 1998.


WOLF A. WEINHOLD

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FALLASSEE, LOUISIANA
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