

SHUTTS & BOWEN LLP

ATTORNEYS AND COUNSELLORS AT LAW
(A PARTNERSHIP INCLUDING PROFESSIONAL ASSOCIATIONS)

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February 9, 2001

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Secretary of State
Division of Corporations
P.O. Box 6327
Tallahassee, FL 32314

Re: **FG 2200, LLC**

Ladies and Gentlemen:

Enclosed is an original and one copy of Amended and Restated Articles of Organization for FG 2200, LLC, together with a check in the amount of \$55.00. This check represents payment for the following costs:

Filing Fees	\$25.00
Certified Copy	<u>30.00</u>
	\$55.00

Please file the enclosed Amended and Restated Articles immediately and return the certified copy to the undersigned by regular mail.

Sincerely,

SHUTTS & BOWEN LLP

Jeanne M. Battles
Jeanne M. Battles, CLAS
Certified Legal Assistant
Real Estate Specialist

Enclosures

cc: Mr. Dino Mendicino
Ms. Deb Henry
Mark L. Pateman, Esquire

WPBDOCS 7040004.1 JMB

FILED
11 FEB 15 PM 3:09
TALLAHASSEE, FLORIDA
SECRETARY OF STATE

L00-5435

Amendment to
**ARTICLES OF ORGANIZATION
OF FG 2200, LLC**

The undersigned Company adopts the following Articles of Amendment to its Articles of Organization:

1. The name of the Company is FG 2200, LLC.
2. The Articles of Organization were filed in accordance with the Florida Limited Liability Company Act on May 8, 2000.
3. The following amendments of the Articles of Organization were adopted by the members of the Company on January 24, 2001:

DM "ARTICLE V - PURPOSE

The nature of the business and the purpose to be conducted and promoted by the Company, is to engage solely in the following activities:

1. To own, hold, sell, assign, transfer, operate, lease, mortgage, pledge and otherwise deal with those certain parcels of real property, together with all improvements located thereon, in the City of Deerfield Beach, State of Florida, commonly known as 2200 SW 10th Street (the "Premises"), including, but not limited to, borrow up to (\$4,600,000.00) (the "Loan Amount") from Principal Life Insurance Company (together with its successors and assigns, the "Lender"), to be evidenced by a secured promissory note, whereby the Company promises to pay to Lender the Loan Amount together with all accrued and unpaid interest thereon and all other obligations and liabilities due or to become due to Lender pursuant to the documents, instruments and agreements executed and delivered in connection with such loan (collectively, the "Loan Documents") and all other amounts, sums and expenses paid by or payable to Lender pursuant to all such documents (collectively, the "Indebtedness").

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

3. Notwithstanding anything to the contrary set forth in paragraphs 1 and 2 above, until the Indebtedness is paid in full, the Company will continue to (i) be organized solely for the purpose of owning the Premises, (ii) not engage in any business unrelated to the ownership of the Premises, (iii) not have any assets other than those related to the Premises.

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FLORIDA

ARTICLE VI - CERTAIN PROHIBITED ACTIVITIES

Notwithstanding anything contained herein to the contrary, until the Indebtedness is paid in full, the Company: (i) will not materially amend its operating agreement or the Company's articles of organization without first obtaining approval of the Lender; (ii) will not engage in, seek or consent to any dissolution, winding up, liquidation, consolidation or merger, and, except as otherwise expressly permitted by the Loan Documents, will not engage in, seek or consent to any asset sale or transfer of membership interests; (iii) without the unanimous consent for all of the Company's members, will not with respect to itself or, if applicable, to any other corporation, limited partnership, general partnership, limited liability company, or trust (each, an "Entity") in which it has a direct or indirect legal or beneficial ownership interest (a) file a bankruptcy, insolvency or reorganization petition or otherwise institute insolvency proceedings or otherwise seek any relief under any laws relating to the relief from debts or the protection of debtors generally; (b) seek or consent to the appointment of a receiver, liquidator, assignee, trustee, sequestrator, custodian or any similar official for such Entity or all or any portion of such Entity's properties; (c) make any assignment for the benefit of such Entity's creditors; or (d) take any action that might cause such Entity to become insolvent, (iv) will have no indebtedness other than the Indebtedness and commercially reasonable unsecured trade payables in the ordinary course of business relating to the ownership and operation of the Premises which are paid within sixty (60) days of the date incurred, (v) will not assume or guarantee or become obligated for the debts of any other person or Entity or hold out its credit as being available to satisfy the obligations of any other person or Entity, except for the Indebtedness, (vi) will not pledge its assets for the benefit of any other person or Entity, and (vii) will not make loans to any person or Entity.

ARTICLE VII - INDEMNIFICATION

Notwithstanding anything contained herein to the contrary, any indemnification of the Company's members shall be fully subordinated to any obligations respecting the Premises (including, without limitation, the mortgage which secures the Indebtedness) 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.

ARTICLE VIII - SEPARATENESS COVENANTS

Notwithstanding anything contained herein to the contrary, in order to preserve and ensure its separate and distinct Company identity, the Company, until the Indebtedness is paid in full (i) will not fail to correct any known misunderstanding regarding the separate identity of such Entity, (ii) will maintain its accounts, books and records separate from any other person or Entity, (iii) will maintain its books, records, resolutions and agreements as official records, (iv) will not commingle its funds or assets with those of any other person or Entity, (v) will hold its assets in its own name, (vi) will conduct its business in its name, (vii) will maintain its financial statements, accounting records and other Entity documents separate from any other person or Entity, (viii) will pay its own liabilities out of its own funds and assets, (ix) will observe all limited liability company formalities, (x) will maintain an arms length relationship with any person or Entity directly or indirectly controlling, controlled by, or under common control with the Company or any person or Entity owning a material interest in the Company, either directly or indirectly (collectively, the "Affiliates"), (xi) will not acquire obligations or securities of its beneficial owners or members, (xii) will allocate fairly and reasonably shared expenses including, without limitation, shared office space and uses separate stationery, invoices, and checks, (xiii) will hold itself out and identify itself as a separate and distinct Entity under its own name and not as a division or part of any other person or Entity, (xiv) will not identify its members or any Affiliates as a division or part of it, (xv) will not enter into or be a party to, any transaction with its members or its Affiliates except in the ordinary course of its business and on terms which are intrinsically fair and are no less favorable to it than would be obtained in a comparable arms-length transaction with an unrelated third party, (xvi) will pay the salaries of its own employees from its own funds, and (xvii) will maintain adequate capital in light of its contemplated business operations.

ARTICLE IX - DISSOLUTION

Notwithstanding anything contained herein to the contrary, 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 Indebtedness remains

outstanding, the Company shall not liquidate the Premises without first obtaining approval of the Lender. The Lender may continue to exercise all of its rights under the existing security agreements, deed of trust or mortgage until the Indebtedness has been paid in full or otherwise completely discharged.

ARTICLE X - VOTING

Notwithstanding anything contained herein to the contrary, when acting on matters subject to the vote of the members, notwithstanding that the Company is not then insolvent, the members and the managing member shall take into account the interest of the Company's creditors, as well as those of the members.

ARTICLE XI - ARTICLES OF ORGANIZATION SHALL CONTROL

In the event of a conflict between the provisions of these Articles of Organization, as amended, and the operating agreement of the Company, the provisions of these articles of organization, as amended, shall control."

FILED
01 FEB 15 PM 5:00
SECRETARY OF STATE
MILWAUKEE, WISCONSIN

Dated: 1/24/01

FG 2200, LLC, a Florida limited
liability company

By: Daniel Mendicino

Name: Daniel Mendicino
Title: Operating Member

By: Albert G. Rex
Name: Albert G. Rex
Title: Operating Member

By: R. E. Rex
Name: Roger E. Rex
Title: Member

THE ABOVE SIGNATORIES CONSTITUTE A MAJORITY-IN-INTEREST
IN ACCORDANCE WITH FLORIDA STATUTES SECTION 608.4231 (4)

FILED
01 FEB 15 PM 5:00
SECRETARY OF STATE
TALLAHASSEE, FLORIDA