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June 2, 2000

BY AIRBORNE EXPRESS

Division of Corporations
Department of State
409 East Gaines Street
Tallahassee, Florida 32301

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Re: Oaks Renting II, L.C.

Gentlemen:

Enclosed please find an original and one copy of the Amendment to Articles of Organization for the above limited liability company. Please file the original Articles and return a certified copy to this office.

Also enclosed is this firm's check in the amount of \$33.75, representing the filing fee of \$25.00 and certified copy fee of \$8.75.

Thank you for your assistance and cooperation in this matter.

Sincerely yours,


LINDA M. MICHAELS

LMM:sms

Enclosures

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TALLAHASSEE, FLORIDA

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**ARTICLES OF AMENDMENT
TO
ARTICLES OF ORGANIZATION
OF
OAKS RENTING II, L.C.**

L-5744

- FIRST:** The date of filing of the Articles of Organization was May 16, 2000.
- SECOND:** The Effective Date of this Amendment shall be June 2, 2000.
- THIRD:** The following amendments to the Articles of Organization were adopted by Oaks Renting II, L.C., a Florida limited liability company, herein referred to alternatively as "Company" or "Borrower." ("Lender" as referred to herein, shall mean Wexford Bancgroup, L.L.C., its successors and/or assigns.)

b. Article VII is hereby amended to read as follows:

**ARTICLE VII
MANAGEMENT OF THE COMPANY**

The Company shall be managed by a corporate manager in accordance with the Company's regulations and Operating Statement. The corporate manager shall be a single purpose entity, whose sole purpose is to own a membership interest in and manage the company. The Company shall be managed by the following corporation until its successor is elected and qualified:

Environmental Income, Inc.
12108 N. 56th Street
Suites 3 & 5
Tampa, Florida 33617

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TALLAHASSEE FLORIDA

b. Article XII is hereby amended to read as follows:

**ARTICLE XII
SEPARATENESS COVENANTS**

Notwithstanding any provision hereof or of any other document governing the formation, management or operation of the Company to

the contrary, the following shall govern: For so long as any mortgage lien exists on the Property (such lien and the loan related thereto is herein referred to as the "Loan" and the lender of such loan is the "Lender"), 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:

(a) It has not and shall not:

(i) engage in any business or activity other than the ownership, operation and maintenance of the Property, and activities incidental thereto;

(ii) acquire or own any material assets other than (A) the Property, and (B) such incidental Personal Property as may be necessary for the operation of the Property;

(iii) merge into or consolidate with any person or dissolve, terminate or liquidate in whole or in part, transfer or otherwise dispose of all or substantially all of its assets or change its legal structure, without in each case Lender's consent;

(iv) fail to preserve its existence as a limited liability company, validly existing and in good standing (if applicable) under the laws of the jurisdiction of its organization or formation, or without the prior written consent of Lender, amend, modify, terminate or fail to comply with the provisions of the Company's Articles of Organization, Operating Agreement or similar organizational documents, as the case may be, as same may be further amended or supplemented, if such amendment, modification, termination or failure to comply would adversely

affect the ability of the Company to perform its obligations hereunder, or under any documents evidencing securing or related to the Loan;

(v) own any subsidiary or make any investment in, any person without the consent of Lender;

(vi) commingle its assets with the assets of any of its members, managers, affiliates, principals or of any other person;

(vii) incur any debt, secured or unsecured, direct or contingent (including guaranteeing any obligation), other than the debt evidenced by the Loan (the "Debt") and trade payables incurred in the ordinary course of business, provided same are paid when due;

(viii) fail to maintain its records, books of account and bank accounts separate and apart from those of the members, managers, principals and affiliates of Borrower, the affiliates of a Manager or member of the Company and any other person;

(ix) enter into any contract or agreement with any general partner, Manager, member, shareholder, principal or affiliate of the Company or any Guarantor or Indemnitor of the Loan, or any Manager, member, principal or affiliate thereof, except upon the terms and conditions that are intrinsically fair and substantially similar to those that would be available on an arms-length basis with third parties other than any manager, general partner, member, shareholder, principal or affiliate of the Company or any such Guarantor or Indemnitor, or any general partner, member, Manager, principal or affiliate thereof;

(x) seek the dissolution or winding up in whole, or in part, of the Company;

(xi) maintain its assets in such a manner that it will be costly or difficult to segregate, ascertain or identify its individual assets from those of any Manager, member, principal or affiliate of the Company, or any general partner, member, shareholder, principal or affiliate thereof or any other person;

(xii) hold itself out to be responsible for the debts of another person;

(xiii) make any loans or advances to any third party, including any Manager, member, principal or affiliate of Borrower, or any general partner, principal or affiliate thereof;

(xiv) fail to file its own tax returns;

(xv) agree to, enter into or consummate any transaction which would render the Company unable to furnish the certification or other evidence referred to in Section 4.2(b) of the Mortgage and Security Agreement it will enter into with Wexford Bancgroup, L.L.C. as Lender (the "Mortgage");

(xvi) fail either to hold itself out to the public as a legal person separate and distinct from any other person or to conduct its business solely in its own name in order not (A) to mislead others as to the identity with which such other party is transacting business, or (B) to suggest that the Company is responsible for the debts of any third party (including any Manager, member, principal or affiliate of the Company, or any general partner, principal or affiliate thereof);

(xvii) fail to maintain adequate capital for the normal obligations reasonably foreseeable in a business of its size and character and in light of its contemplated business operations; or

(xviii) file or consent to the filing of any petition, either voluntary or involuntary, to take advantage of any applicable insolvency, bankruptcy, liquidation or reorganization statute, or make an assignment for the benefit of creditors.

(xix) agree to enter into or consummate any transaction which would render it unable to confirm that (i) it is not an "employee benefit plan" as defined in Section 3(32) of the Employee Retirement Income Security Act of 1974, as amended ("ERISA"), which is subject to Title I of ERISA, or a "governmental plan" within the meaning of Section 3(32) of ERISA; (ii) it is not subject to state statutes regulating investments and fiduciary obligations with respect to governmental plans; and (iii) less than 25 percent of each of its outstanding class of equity interests are held by "benefit plan investors" within the meaning of 29 C.F.R. Section 2510.3-101(f)(2);

(b) The Company is a limited liability company and at all times at least one member (the "SPE Member") of the Company will be a corporation whose sole asset is its interest in the Company and each SPE Member of the Company will at all times comply, and will cause the Company to comply, with each of the covenants, terms and provisions contained in Section 4.3(a) of the Mortgage as if such representation, warranty or covenant was made directly by such SPE

Member. Only the SPE Member may be designated as a manager under the law where the Company is organized.

Dated: JUNE 2, 2000.

Heidi R. Bekiempis
HEIDI R. BEKIEMPIS

OAKS RENTING, INC.

By: Heidi R. Bekiempis
HEIDI R. BEKIEMPIS, President

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