

W4000017049

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(Business Entity Name)

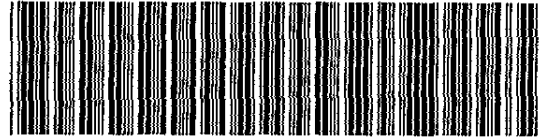
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DIVISION OF REVENUE

W4-17049
AR

Leigh A. Williams, PA
4767 New Broad Street
Orlando, FL 32814

31 March 2006

Via Fed-Ex 850-245-6051
Department of State
Division of Corporations
Clifton Building
2661 Executive Center Circle
Tallahassee, FL 32301

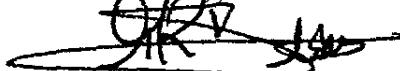
Re: W 2 Riverhead, LLC

Dear Sir or Madam:

Enclosed please find a check in the amount of \$55.00. Please file the enclosed Amended and Restated Articles of Organization for the above referenced Entity and return to me a Certified Copy. I have enclosed a return Overnight Package provided for your convenience.

Should you have any questions or require additional information, please do not hesitate to contact me.

Sincerely,



Michelle R. Stokes
Paralegal

/MRS
Enc.

FILED
MAR 31 2006
TALLAHASSEE, FL
DEPT. OF STATE
CORPORATION DIV.

**AMENDED AND RESTATED
ARTICLES OF ORGANIZATION
OF
W 2 RIVERHEAD, LLC**
(Filed in Accordance with FS 608.411)

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TALLAHASSEE, FLORIDA

ARTICLE I
NAME

The name of this Limited Liability Company (the "Company") is **W 2 Riverhead, LLC** and its mailing address is 7505 W Sand Lake Road, Orlando, FL 32819, and the principal place of business of the Company shall be located at 7505 W Sand Lake Road, Orlando, FL 32819.

ARTICLE II
COMMENCEMENT OF COMPANY EXISTENCE

This Company shall commence existence on the date of signing these Articles of Organization and shall have perpetual existence unless sooner dissolved according to law.

ARTICLE III
SINGLE GENERAL PURPOSE PROVISIONS: POWERS

The sole purpose of the Company shall be, to acquire, own, hold, maintain, and operate that certain property located at **854 Harrison Avenue, Suffolk County, Riverhead, NY** (the "Property"), and to enter into a loan transaction ("Loan") with **LaSalle Bank National Association** (the "Lender") in which the Company shall borrow certain monies in the approximate amount of **Five Million, Three Hundred and Seventy-Five Dollars (\$5,375,000.00)** from the Lender.

The Company shall:

(a) not own, hold or acquire, directly or indirectly, any ownership interest (legal or equitable) in any real or personal property other than (i) the Property, and (ii) incidental personal property necessary for the ownership or operation of the Property;

(b) not engage in any business other than the ownership, operation and disposition of the Property;

(c) not incur any indebtedness, secured or unsecured, direct or indirect, absolute or contingent (including guaranteeing any obligation), other than (i) the Loan, and (ii) unsecured trade payables (that are customary and not evidenced by a promissory note) related to the ownership and operation of the Property and incurred in the ordinary course of business and which shall not exceed 60 days in duration from the date such trade payables are first incurred

by the Company, and which shall not in the aggregate exceed 2% of the original principal balance of the Loan;

(d) 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) 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;

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

(g) 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 others, including not acquiring obligations or securities of its partners, members or shareholders;

(h) not pledge its assets for the benefit of any other entity or person or make any loans or advances to any person or entity;

(i) not enter into any contract or agreement with any Guarantor, as defined in the mortgage/deed of trust securing the Loan, or any party which is directly or indirectly controlling, controlled by or under common control with Company or Guarantor (an "Affiliate"), except upon 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 Guarantor or Affiliate;

(j) 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;

(k) not dissolve or wind up, in whole or in part, and no member of the Company shall seek the dissolution or winding up, in whole or in part, of the Company, and the Company will not merge with or be consolidated into any other entity;

(l) 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 Company, Affiliate, Principal or any other person; and

(m) 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.

Until such time as the Loan has been repaid in full, the Company shall not amend, modify or terminate any of these provisions of the Company's **Articles of Organization or Operating Agreement** without the prior written consent of the Lender.

ARTICLE IV
INITIAL REGISTERED OFFICE AND AGENT

The Initial Registered Office of this Company shall be located at 7505 W Sand Lake Road, Orlando, FL 32819, and the Initial Registered Agent of this Company at that address shall be **Charles Whittall**. The Company may change its Registered Agent or the location of its Registered Office, or both, from time to time without amendment of these Articles of Organization.

ARTICLE V
MANAGEMENT

The Management or conduct of the business and affairs of the Company is reserved to the Members, and the name and street address of the Initial Managing Members are:

Charles Whittall
7505 W Sand Lake Road
Orlando, FL 32819

Lee J. Maher
7505 W Sand Lake Road
Orlando, FL 32819

ARTICLE VI
OPERATING AGREEMENT

The power to adopt, alter, amend or repeal the Operating Agreement of the Company shall be vested in the Managing Members.

ARTICLE VII
ADMISSION OF NEW MEMBERS

Additional Members may be admitted from time to time on such terms and conditions as are set forth in the Operating Agreement of the Company.

ARTICLE VIII
DEATH, RETIREMENT, RESIGNATION, BANKRUPTCY, EXPULSION,
DISSOLUTION OF MEMBER

In the event of the death, retirement, resignation, bankruptcy, expulsion or dissolution of a Member or the occurrence of any other event which terminates the continued membership of a Member in the Company, the remaining Members may continue the business of the Company as provided in the Operating Agreement of the Company.

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ARTICLE IX
AMENDMENT

This Company reserves the right to amend or repeal any provisions contained in these Articles of Organization, or any Amendment hereto, and any right conferred upon the Members is subject to this reservation. Notwithstanding the foregoing, Amendments may only be made with the Lenders consent for so long as the Loan remains outstanding.

ARTICLE X
HEADINGS AND CAPTIONS

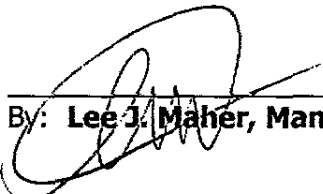
The headings or captions of these various Articles of Organization are inserted for convenience and none of them shall have any force or effect, and the interpretation of the various articles shall not be influenced by any of said headings or captions.

IN WITNESS WHEREOF, the undersigned does hereby make and file these Amended and Restated Articles of Organization declaring and certifying that the facts stated herein are true, this **30th** day of **March 2006**.

**W 2 Riverhead, LLC, a Florida
Limited Liability Company**



By: **Charles Whittall, Managing Member**



By: **Lee J. Maher, Managing Member**

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TALLAHASSEE, FLORIDA

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**CERTIFICATE DESIGNATING PLACE OF BUSINESS FOR THE
SERVICE OF PROCESS WITHIN FLORIDA AND REGISTERED
AGENT UPON WHOM PROCESS MAY BE SERVED**

In compliance with Sections 48.091 and 608.415, Florida Statutes, the following is submitted:

W 2 Riverhead, LLC (the "Company"), desiring to organize as a Limited Liability Company under the laws of the State of Florida, has named and designated **Charles Whittall** as its Registered Agent to accept service of process within the State of Florida with its Registered Office located at 7505 W Sand Lake Road, Orlando, FL 32819.

ACKNOWLEDGMENT

Having been named as Registered Agent for the Company at the place designated in this Certificate, I hereby agree to act in this capacity; and I am familiar with and accept the obligations of Sections 608.415 and 607.0505, Florida Statutes, as the same may apply to the Company; and I further agree to comply with the provisions of Florida Statutes, Section 48.091 and all other statutes, all as the same may apply to the Company relating to the proper and complete performance of my duties as Registered Agent.

Dated this **30th** day of **March 2006**.



Charles Whittall
Registered Agent

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TALLAHASSEE, FLORIDA

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