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GLENN RASMUSSEN

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AMENDMENT TO
ARTICLES OF ORGANIZATION
OF
HRK HOLDINGS, LLC
(Document No. L06000013760)

Pursuant to the provisions of Section 608.411 and 608.4231 of the Florida Limited Liability Company Act, this Florida limited liability company, whose name is HRK Holdings, LLC, adopts the following Amendments to its Articles of Organization filed on February 7, 2006 to add the following Articles IV through VII to wit:

ARTICLE IV

Management

The Company shall be managed by its members. The initial managers (the "Managers") are Gary Kania, William F. Harley, and Scott Rosenzweig, and the Managers' address is 200 Park Avenue, 54th Floor, New York, New York 10166-3399.

ARTICLE V

Membership Interests

All membership interests in the Company shall be certificated. The Company shall have 1,000 membership units, all of which shall be issued to Gary Kania, Scott Rosenzweig, and William F. Harley, III, in the following amounts: 200 units; 400 units; and 400 units, respectively.

ARTICLE VI

Limitations on Business of Company

Until the indebtedness owed by the Company to Nu-Gulf Wingate Holdings, LLC ("Seller"), under the Purchase Promissory Note dated March 10, 2006, executed by the Company in favor of Seller, the Asset Purchase Agreement dated March 10, 2006, executed by Seller, the Company, and for limited purposes the members of the Company (the "Purchase Agreement"), and under related documents (collectively, the "Indebtedness") has been paid in full, the Company shall be operated for the sole purpose of owning the Purchase Assets (as defined in the Purchase Agreement), acquiring title to the Mortgaged Property (as defined in the Purchase Agreement), holding and maintaining that Mortgaged Property, and, subject to the terms and conditions in the Purchase Agreement, selling some or all of the Mortgaged Property.

Sharon Danco
100 S. Ashley Drive, Suite 1300
Tampa, FL 33602
(813) 229-3333
Florida Bar No. 764744

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ARTICLE VII**Limitations on Activities**

Until the Indebtedness has been paid in full, the Company shall not: (a) amend its Articles of Organization; (b) amend its Operating Agreement; (c) have any Managers other than Gary Kania, William F. Harley, and Scott Rosenzweig, or any members other than Gary Kania, Scott Rosenzweig, and William F. Harley, III (or Seller or its nominee if it takes title to the membership units of the Company owned by any of Messrs. Kania, Rosenzweig, or Harley); (d) declare or pay any distribution to its member (in cash, securities, or other property); (e) dissolve, liquidate (partially or completely), consolidate, merge, or sell any of its assets; (f) grant or transfer any lien, pledge, mortgage, restriction, security interest, or other encumbrance on any of its assets; (g) enter into any contract for the provision of goods and services or otherwise or incur accounts payable in the aggregate in excess of \$200,000; (h) incur, issue, create, assume, or permit to exist any indebtedness or other financial obligation or extend credit or make any loan or advance to any person; (i) guarantee the indebtedness of any other party or otherwise incur, assume, create, or otherwise become liable (directly or indirectly) for any contingent liability, obligation, or indebtedness of another person or entity (whether as a surety, endorser, co-obligor, guarantor, or accommodation party); (j) guarantee the solvency of or execute financial accommodations for any other party; (k) enter into any contracts or agreements for the sale, lease or development of real property except as expressly permitted by the Purchase Agreement; (l) execute any deed or mortgage, except as expressly permitted by the Purchase Agreement; (m) grant any other encumbrance on any real or personal property owned by the Company; (n) acquire any real or personal property, excluding only the Mortgaged Property in accordance with the terms and conditions of the Purchase Agreement (including procuring Seller's consent); (o) issue or reissue any membership interest or other equity interests, any debt securities (whether or not convertible into equity interests in the Company), or any right, option, or warrant to acquire any equity interests in the Company; (p) redeem, purchase, or otherwise acquire any of its outstanding units of membership units; (q) have, make, or acquire an investment in any person (whether a joint venture or otherwise), or own or acquire any stock, membership interest, partnership interest, or other equity interest in any person, including a partnership, joint venture, corporation, limited liability company, and the creation of a subsidiary (except (i) with the express written consent of Seller with respect to each subsidiary, and (ii) the delivery to Seller by the Company of a pledge agreement pursuant to which the Company pledges its ownership interests in the subsidiary to Seller and the execution by the subsidiary of a guarantee of the Company's obligations to Seller, both in form and substance acceptable to Seller); or (r) take any action or fail to take any action

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that will impair the rights of Seller to the membership interests pledged to it by the members of the Company.

The Company shall: (i) hold its assets in its own name and not commingle its assets with those of any other entity; (ii) conduct its own business in its own name; (iii) maintain bank accounts, books, records, accounts, and financial statements separate from any other entity; (iv) maintain its books, records, resolutions and agreements as official records and separate from any other entity; (v) pay its own liabilities out of its own funds; (vi) maintain adequate capital in light of contemplated business operations; (vii) observe all organizational formalities; (viii) maintain an arm's length relationship with its affiliates and subsidiaries; (ix) hold itself out as a separate entity and correct any known misunderstanding regarding its separate identity; (x) not identify itself or any of its affiliates as a division or part of the other; and (xi) dissolve only on the Bankruptcy of the Manager.

This Amendment to Articles of Organization was unanimously approved and adopted by the members on this 10th day of March, 2006.

MEMBERS


GARY KANTA

WILLIAM F. HARLEY

SCOTT ROSENZWEIG

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