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**ARTICLES OF AMENDMENT TO
ARTICLES OF ORGANIZATION
LIMITED LIABILITY COMPANY**SECRET
STATE

1. The name of the limited liability company is: Amador Holding LLC
2. The dated the Articles of Organization were filed was: November 27, 2001

5.A. SEE ATTACHMENT A HERETO, AMENDING ARTICLE 5A.

6. Signature of at least one person responsible for forming the limited liability company:

By: CMA Capital Management, Inc.,

Its: Manager



By: Neal D. Crispin
Its: President

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**5.A. ATTACHMENT TO SECOND AMENDED ARTICLES OF ORGANIZATION OF
AMADOR HOLDING LLC, AN IDAHO LIMITED LIABILITY COMPANY**

ARTICLE 5A

A. Separateness; Operation Matters. The Company shall not:

1. fail to preserve its existence as an entity duly organized, validly existing and in good standing (if applicable) under the laws of Idaho, or without the prior written consent of all other beneficial owners (the "Owners") of the Amador Trust, an Idaho common law trust, pursuant to the terms of the Amador Trust Agreement and related documents entered into on or about December 6, 2001, by and between the Company or related entities, and PB Technology Leasing X LLC ("PBTL") in connection with the Amador Trust transaction (the "Transaction"), amend, modify, terminate or fail to comply with the provisions of these Articles of Organization (the "Articles");

2. own any subsidiary (other than Amador LLC) or make any investment in or acquire the obligations or securities of any other person or entity without the consent of the Owners;

3. commingle its assets with the assets of any other person or entity or transfer any assets to any such person or entity other than distributions on account of equity interests in the Company, properly accounted for;

4. allow any person or entity to pay its debts and liabilities (except for a Guarantor (as defined below)), or fail to pay its debts and liabilities solely from its own assets;

5. fail to maintain its records, books of account and bank accounts separate and apart from those of any other person or entity;

6. enter into any contract or agreement with any third party related to or affiliated with the Company, 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 not affiliated with or related to the Company;

7. fail to correct any known misunderstandings regarding the separate identity of the Company;

8. except as contemplated or required by the Transaction, hold itself out to be responsible or pledge its assets or creditworthiness for the debts of another person or entity or allow another person or entity to hold itself out to be responsible or pledge its assets or creditworthiness for the debts of the Company;

9. fail to use separate contracts, purchase orders, stationery, invoices and checks;

10. fail either to hold itself out to the public as a legal entity separate and distinct from any other entity or person or to conduct its business solely in its own name or not (i) to mislead others as to the identity with which such other party is transacting business or (ii) to suggest that the Company is responsible for the debts of any third party;

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11. fail to allocate fairly and reasonably among the Company and any third party any overhead for common employees, shared office space or other overhead and administrative expenses;

12. allow any other person or entity to pay the salaries of its own employees or managers, if any;

13. 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;

14. share any common logo with or hold itself out as or be considered as a department or division of any other person or entity or allow any other person or entity to identify the Company as a department or division of that person or entity;

15. conceal assets from any creditor, or enter into any transaction with the intent to hinder, delay or defraud creditors of the Company or the creditors of any other person or entity;

16. make any loans or advances to any other person or entity; and

17. seek or consent to the dissolution or winding up, in whole or in part, of the Company, nor shall the Company merge with or be consolidated into any other person or entity or acquire by purchase or otherwise all or substantially all of the business assets of, or any stock or beneficial ownership of, any other person or entity.

As used in this Article 5A: "Guarantors" shall mean CMA Capital Management, Inc., LIC Amador LLC, and Pons Amador LLC, pursuant to their respective Guaranty and Pledge Agreements or Guaranty, as applicable, delivered in favor of PBTL under the Transaction.

B. Effect of Bankruptcy, Death or Incompetency of a Member. The bankruptcy, death, dissolution, liquidation, termination or adjudication of incompetency of a member shall not cause the termination or dissolution of the Company and the business of the Company shall continue. Upon any such occurrence, the trustee, receiver, executor, administrator, committee, guardian or conservator of such member shall have all the rights of such member for the purpose of settling or managing its estate or property, subject to satisfying conditions precedent to the admission of such assignee as a substitute member. The transfer by such trustee, receiver, executor, administrator, committee, guardian or conservator of any Company interest shall be subject to all of the restrictions hereunder to which such transfer would have been subject if such transfer had been made by such bankrupt, deceased, dissolved, liquidated, terminated or incompetent member.

C. Independent Manager. Notwithstanding any other provisions of the Articles, so long as any duties and obligations of the Company, whether as guarantor of, party to or as an affiliate of a guarantor of or party to, the Transaction remain outstanding and not discharged in full, the Company shall have at least one (1) Independent Manager. "Independent" shall mean an individual who is not at the time of initial appointment and has not been at any time during the preceding five (5) years: (a) related to, affiliated with or employed by the Company or any affiliate of the Company; (b) a customer, supplier or other person who derives more than 10% of its purchases or revenues from its activities with the Company or its affiliates; (c) a person or other entity controlling, controlled by or under common control with any person or entity

identified in (a) or (b) above, or (d) a member of the immediate family of any person or entity identified in (a) or (b) above. As used herein, the term "control" means the possession, directly or indirectly, of the power to direct or cause the direction of management, policies or activities of a person or entity, whether through ownership of voting securities, by contract or otherwise.

An individual that otherwise satisfies the foregoing shall not be disqualified from serving as an Independent Manager of the Company if such individual is at the time of initial appointment, or at any time while serving as an Independent Manager of the Company, an Independent Manager of an affiliate of the Company or other related entities to the Transaction, whose organizational documents contain restrictions on and impose requirements intended to preserve the applicable entity and provide, *inter alia*, that it: (a) is organized for the limited purpose of owning and operating one or more properties; (b) has restrictions on its ability to incur indebtedness, dissolve, liquidate, consolidate, merge and/or sell assets; (c) may not file voluntarily a bankruptcy petition without the consent of the Independent Manager or Director and (d) shall conduct itself in accordance with certain "separateness covenants" substantially similar to those contained in Sections A and B to Article 5A of these Articles.

No Independent Manager may be removed unless his or her successor has been elected. No Independent Manager shall, with regard to any action to be taken under or in connection with this Article 5A, owe a fiduciary duty or other obligation to the initial member nor to any successor members (except as may specifically be required by the statutory law of any applicable jurisdiction). Instead, such Independent Manager's fiduciary duty and other obligations with regard to such action under or in connection with this Article 5A shall be owed to the Company (including its creditors). The initial members of the Company have consented to and approved this Section C of Article 5A, believing its provisions to be in the best interest of the initial members and the Company, and every other member, including each successor member, shall consent to the foregoing by virtue of such member's purchase of a membership interest in the Company, no further act or deed of any member being required to evidence such consent.

D. Amendments; Unanimous Consent. Notwithstanding any other provisions of the Articles or Operating Agreement, so long as any duties and obligations of the Company, whether as guarantor of, party to or as an affiliate of a guarantor of or party to the Transaction, remain outstanding and not discharged in full, without the unanimous consent of all members and Managers, the Company shall have no authority to amend, modify or alter any provisions set forth in Article 5A to the Articles of Organization.

E. Bankruptcy; Consent of Independent Manager. Without the consent of the Independent Manager, the Company shall not and shall have no authority to file or consent to the filing of any voluntary or involuntary bankruptcy or insolvency petition with respect to the Company or otherwise initiate or consent to proceedings to have the Company adjudicated bankrupt or insolvent, or consent to the institution of bankruptcy or insolvency proceedings against the Company, or file a petition seeking or consenting to reorganization or relief of the Company as a debtor under any applicable federal or state law relating to bankruptcy, insolvency, or other relief for debtors with respect to the Company; or take any Company action in furtherance of any such action.

F. Termination. Notwithstanding the foregoing or any other provisions in the Operating Agreement, the provisions contained in Article 5A shall take effect on the date of closing of the Transaction and shall terminate and be of no further effect only upon the date that

is one (1) month after the date of the expiration of the Term Interest in the Amador Trust pursuant to the Transaction.