

CAPITAL CONNECTION, INC.

417 E. Virginia St., Suite 1, Tallahassee, FL 32301, (904)224-8870

Mailing Address: Post Office Box 10349, Tallahassee, FL 32302

TOLL FREE No. 1-800-342-8062

FAX (904) 222-1222

NAME _____

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ADDRESS _____

PHONE () _____

Service: Top Priority _____ Regular _____
One Day Service Two Day Service

To us via _____ Return via _____

Matter No.: _____ Express Mail No. _____

State Fee \$ _____ Our \$ _____

N. HENDRICKS JAN 16 1997

REQUEST	TAKEN	CONFIRMED	APPROVED
DATE	1/14/97		
TIME	1:00		CK No. _____
BY	CD		

WALK-IN
WM Pick Up _____RE: ATTAWAY Lumber Company

240686

97 JAN 16 PM 2:54
TALLAHASSEE FLORIDA
RECEIVED
DISBURSED

Capital Express™
Art. of Inc. File
Corp. Record Search
Ltd. Partnership File
Foreign Corp. File
() Cert. Copy(s)
✓ Alt. of Amend. File
Dissolution/Withdrawal
C U S-
Fictitious Name File
Name Reservation
Annual Report/Reinstatement
Reg. Agent Service
Document Filing
Corporate Kit
Vehicle Search
Driving Record
Document Retrieval
UCC 1 or 3 File
UCC 11 Search
UCC 11 Retrieval
File No.'s, _____ Copies
Courier Service
Shipping/Handling
Phone ()
Top Priority
Express Mail Prep.
FAX () pgs.

600002058156-1
01/15/97 01801-889
***148.00 ***35.00

SUBTOTALS

FEE.....	\$
DISBURSED.....	\$
SURCHARGE.....	\$
TAX on corporate supplies.....	\$
SUBTOTAL.....	\$
PREPAID.....	\$
BALANCE DUE.....	\$

Please remit invoice number with payment
TERMS: NET 10 DAYS FROM INVOICE DATE
1 1/2% per month on Past Due Amounts
Past 30 Days, 18% per Annum.THANK YOU
from
Your Capital Connection



FLORIDA DEPARTMENT OF STATE
Sandra B. Mortham
Secretary of State

January 15, 1997

CAPITAL CONNECTION

TALLAHASSEE, FL

SUBJECT: ATTAWAY LUMBER COMPANY
Ref. Number: 240686

We have received your document for ATTAWAY LUMBER COMPANY and your check(s) totaling \$35.00. However, the enclosed document has not been filed and is being returned for the following correction(s):

If an amendment was approved by the shareholders, the date of adoption of the amendment and one of the following statements must be contained in the document:

(1) A statement that the number of votes cast for the amendment by the shareholders was sufficient for approval.

(2) If more than one voting group was entitled to vote on the amendment, a statement designating each voting group entitled to vote separately on the amendment and a statement that the number of votes cast for the amendment by the shareholders in each voting group was sufficient for approval by that voting group.

If an amendment was adopted by the incorporators or board of directors without shareholder action, a statement to that effect and that shareholder action was not required must be contained in the document.

Please return your document, along with a copy of this letter, within 60 days or your filing will be considered abandoned.

If you have any questions concerning the filing of your document, please call (904) 487-6903.

Nancy Hendricks
Corporate Specialist

Letter Number: 997A00001978

**CERTIFICATE OF AMENDMENT
to
CERTIFICATE OF INCORPORATION
of
ATTAWAY LUMBER COMPANY**

FILED
97 JAN 16 PM 2:54
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

This Certificate of Amendment of Attaway Lumber Company, dated as of the 10th day of January, 1997, is being duly executed and filed by L.H. "Jack" Handley, as an officer, to amend the Certificate of Incorporation dated and filed on September 29, 1960, on behalf of and to form Attaway Lumber Company, as a corporation under the Laws of the State of Florida. This Amendment was approved on January 10, 1997 by a vote of a sufficient number of the shareholders of the Corporation for the approval thereof.

1. Name of Corporation: Attaway Lumber Company
2. Document Number: 240686
3. (intentionally omitted)
4. Effective Date: January 10, 1997
5. The Certificate of Incorporation is amended as follows:

5.1 **Purpose.** The sole purpose of the Corporation shall hereafter be to own and manage the real property located in Okeechobee County, Florida, more specifically described below (the "Mortgaged Premises"), to enter into a loan agreement with First Connecticut Consulting Group, Inc. ("FCCG") for a Loan secured by the Mortgaged Premises (the "Mortgage Loan"), and to engage in incidental activities in connection with the foregoing.

Mortgaged Premises

LOTS 1 THROUGH 20 INCLUSIVE, BLOCK 56, TOGETHER WITH ALLEY EXTENDING THROUGH SAID BLOCK 56; LOTS 1 THROUGH 4 INCLUSIVE AND LOTS 11 THROUGH 13 INCLUSIVE, AND THE ALLEY ADJOINING LOTS 1, 2 AND 3, BLOCK 57; AND THAT PART OF TALLAHASSEE STREET LYING BETWEEN THE EAST BOUNDARY OF LOTS 1, 2 AND 3, BLOCK 57, AND THE WEST BOUNDARY OF LOTS 11, 12 AND 13, BLOCK 56; THE NORTH 100 FEET OF CHEROKEE STREET EXTENDING FROM 14TH STREET TO HALE AVENUE; AND THE SOUTH 34 FEET OF THAT PART OF 14TH STREET EXTENDING FROM TALLAHASSEE STREET TO CHEROKEE STREET, ALL IN THE CITY OF OKEECHOBEE, ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 1, PAGE 10, AND PLAT BOOK 5, PAGE 5, PUBLIC RECORDS OF OKEECHOBEE COUNTY, FLORIDA.

5.2 The Corporation's ability to incur indebtedness, other than the Mortgage Loan, shall be limited to the liabilities incurred in the ordinary course of business which are related to the ownership and operation of the Mortgaged Premises.

5.3 The Corporation is prohibited from engaging in any dissolution, liquidation, consolidation, merger, or sale of assets, for so long as the Mortgage Loan is outstanding.

5.4 The Corporation's ability to enter into transactions with affiliates shall be limited to transactions on arm's-length basis and on commercially reasonable terms.

5.5 So long as the Mortgage Loan is outstanding, no transfer of any direct or indirect ownership interest in the Corporation shall be made such that the transferee owns more than a 49% interest in the Corporation.

5.6 So long as the Mortgage Loan is outstanding, the Articles of Incorporation must contain the following Separateness Provisions:

- (a) This Corporation shall maintain books and records separate from any other person or entity;
- (b) This Corporation shall maintain its bank accounts separate from any other person or entity;
- (c) This Corporation shall not commingle its assets with those of any other person or entity and shall hold all of its assets in its own name;
- (d) This Corporation shall conduct its own business in its own name;
- (e) This Corporation shall maintain separate financial statements, showing its assets and liabilities separate and apart from those of any other person or entity;
- (f) This Corporation shall pay its own liabilities and expenses only out of its own funds;
- (g) This Corporation shall, as appropriate for the organizational structure of the Corporation, observe all corporate and other organizational formalities;
- (h) This Corporation shall maintain an arm's length relationship with its affiliates and enter into transactions with affiliates only on a commercially reasonable basis;
- (i) This Corporation shall pay the salaries of its own employees from its own funds,
- (j) This Corporation shall maintain a sufficient number of employees in light of its contemplated business operations;

- (k) This Corporation shall not guarantee or become obligated for the debts of any other entity or person;
- (l) This Corporation shall not hold out its credit as being available to satisfy the obligations of any other person or entity;
- (m) This Corporation shall not acquire the obligations or securities of its affiliates or owners.
- (n) This Corporation shall not make loans to any other person or entity or to buy or hold evidence of indebtedness issued by any other person or entity (other than cash and investment-grade securities);
- (o) This Corporation shall allocate fairly and reasonably any overhead expenses that are shared with an affiliate, including paying for office space and services performed by any employee of an affiliate;
- (p) This Corporation shall use separate stationery, invoices, and checks bearing its own name;
- (q) This Corporation shall not pledge its assets for the benefit of any other person or entity;
- (r) This Corporation shall hold itself out as a separate identity;
- (s) This Corporation shall correct any known misunderstanding regarding its separate identity;
- (t) This Corporation shall not identify itself as a division of any other person or entity; and
- (u) This Corporation shall maintain adequate capital in light of its contemplated business operations.

5.7 So long as the Mortgage Loan is outstanding, the Corporation shall have at least one "Independent Director", selected by FCCG..

Independent Director" shall mean a director of the Corporation who is not at the time of initial appointment and has not been at any time during the preceding five (5) years: (a) a stockholder, director, officer, employee or partner of the Corporation or any affiliate of either of them, (b) a customer, supplier or other person who derives more than 10% of its purchases or revenues from its activities with the Corporation or any affiliate of either of them; (c) a person or other entity controlling or under common control with any such stockholder, partner, customer, supplier or other person; or (d) a member of the immediate family of any such stockholder, partner, customer, supplier or other person. (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.)

5.8 The unanimous consent of all directors (including the consent of the Independent Director) is required for the Corporation to:

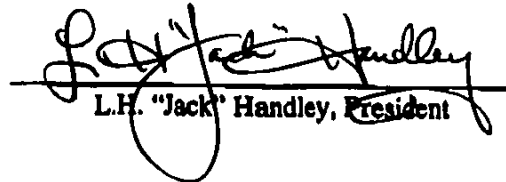
- (a) File or consent to the filing of any bankruptcy, insolvency or reorganization case or proceeding; Institute any proceedings under any applicable insolvency law or otherwise seek relief under any laws relating to the relief from debts or the protection of debtors generally;
- (b) Seek or consent to the appointment of a receiver, liquidator, assignee, trustee, sequestrator, custodian or any similar official for the Corporation or a substantial portion of either of its properties;
- (c) Make an assignment for the benefit of the creditors of the Corporation; or
- (d) Take any action in furtherance of any of the foregoing.

5.9 So long as the Mortgage Loan is outstanding, the Corporation shall not amend its Certificate of Incorporation with respect to Sections 5.1 through 5.9 hereof without the consent of the holder of the Mortgage Loan.

The undersigned hereby attests that he is authorized to sign this Certificate on behalf of the Corporation.

Attaway Lumber Company

Dated: January 10, 1997


L.H. "Jack" Handley, President