

L21944



ACCOUNT NO. : 072100000032

REFERENCE : 522157 9500A

AUTHORIZATION

COST LIMIT \$ 43.75

Patricia Piguet

ORDER DATE : December 20, 1999

ORDER TIME : 11:04 AM

ORDER NO. : 522157-005

500003075165--0

CUSTOMER NO: 9500A

CUSTOMER: Ms. Elizabeth Arroyo
Wintter & Associates, P.a.
2239 Hollywood Blvd.

Hollywood, FL 33020

Amend

DOMESTIC AMENDMENT FILING

NAME: CRYSTAL TRACE, INC.

EFFECTIVE DATE:

XX ARTICLES OF AMENDMENT
 RESTATED ARTICLES OF INCORPORATION

PLEASE RETURN THE FOLLOWING AS PROOF OF FILING:

XX CERTIFIED COPY
 PLAIN STAMPED COPY
 CERTIFICATE OF GOOD STANDING

CONTACT PERSON: Erika Carlson

EXAMINER'S INITIALS

12/21/99

FILED
99 DEC 20 PM 5:24
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

RECEIVED
99 DEC 20 PM 12:20

**ARTICLES OF AMENDMENT TO
ARTICLES OF INCORPORATION
OF
CRYSTAL TRACE, INC.**

99 DEC 20 PM 12:24
FILED
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

Pursuant to the provisions of section 607.1006 of the Florida Business Corporation Act, the undersigned corporation adopts the following Articles of Amendment to its Articles of Incorporation.

1. The name of the corporation is CRYSTAL TRACE, INC.
2. Article III of the Articles of Incorporation has been amended to include the following language:

Notwithstanding any provision hereof to the contrary, the nature of the business and of the purposes to be conducted and promoted by the corporation is to own, hold, sell, assign, transfer, operate, lease, montage, pledge and otherwise deal with the property known as Crystal Trace. This limitation shall continue for so long as the corporation is indebted to First Union National Bank, its successors and/or assigns.

3. The following Article XII shall be added to the corporation's Articles of Incorporation:

ARTICLE XII - LIMITATIONS AND PROHIBITIONS

A. Certain Prohibited Activities

1. Notwithstanding any provision hereof to the contrary, if any indebtedness of the corporation to First Union National Bank or its successors or assigns is outstanding (such indebtedness, the "First Mortgage") the corporation shall not: (1) incur, assume or guarantee any indebtedness other than (a) the First Mortgage; and (b) liabilities in the ordinary course of business relating to the ownership and operation of the Property not more than 60 days past due; (2) dissolve or liquidate, or consolidate or merge with or into any other Person or convey or transfer its properties substantially as an entirety to any Person; (3) voluntarily commence a case with respect to itself, as debtor, under the Federal Bankruptcy Code or any similar federal or state statute without the unanimous consent of the Board of Directors; or (4) amend this certificate of incorporation without first obtaining approval of First Union National Bank or its successors or assigns.

2. If the First Mortgage is outstanding, the shares of capital stock of the corporation shall not be transferred, assigned, pledged or otherwise disposed of or encumbered except as expressly provided for in the documents evidencing the First Mortgage. A legend to such effect shall be placed on each certificate evidencing such shares.

B. Indemnification of Directors and Officers

Notwithstanding any provision hereof to the contrary, any and all obligation of the corporation to indemnify its directors and officers shall be fully subordinated to the First Mortgage and, as long as the First Mortgage is outstanding, shall not constitute a claim against the corporation.

C. Separateness Covenants

Notwithstanding any provision hereof to the contrary, for so long as the First Mortgage is outstanding, in order to preserve and ensure its separate and distinct corporate identity, in addition to the other provisions set forth in this certificate of incorporation, the corporation shall conduct its affairs in accordance with the following provisions:

- a. It shall establish and maintain an office through which its business shall be conducted separate and apart from those any other Person and shall allocate fairly and reasonably any overhead for shared office space.
- b. It shall maintain corporate records and books of account separate from those of any Person.
- c. Its board of directors shall hold appropriate meetings (or act by unanimous consent) to authorize all appropriate corporate actions.
- d. It shall observe all corporate formalities.
- e. It shall not commingle its assets with those of any other Person.
- f. It shall conduct its own business in its own name.
- g. It shall maintain financial statements separate from any other Person.

- h. It shall pay any liabilities out of its own funds, including salaries of any employees, not funds of any other Person.
- i. It shall maintain an arm's length relationship with its Parent and any Affiliate.
- j. It shall not guarantee or become obligated for the debts of any other Person, or hold out its credit as being available to satisfy the obligations of others.
- k. It shall use stationary, invoices and checks separate from any other Person.
- l. It shall not pledge its assets for the benefit of any other Person.
- m. It shall not acquire obligations or securities of any other Person.
- n. It shall not make loans to any other Person.
- o. It shall correct any known misunderstanding regarding its separate identity.
- p. It shall maintain adequate capital in light of its contemplated business operations.
- q. It shall hold itself out as an entity separate from any other Person.
- r. It shall file its tax returns separate from those of any other Person."

D. Voting Restrictions

Notwithstanding any provision hereof to the contrary, when voting on matters concerning the corporation, notwithstanding that the corporation is not then insolvent, the corporation's directors, shall take into account the interests of the corporation's creditors.

E. Conflict between the articles of incorporation and the bylaws.

If any provisions of these articles of incorporation conflicts with any provisions of the bylaws these articles of incorporation shall govern.

F. Definitions

For purpose of these Articles the following terms shall have the following meanings:

- a. "Affiliate" means any Person other than the Corporation (i) which owns beneficially, directly or indirectly through one or more intermediaries, more than ten percent (10%) of the outstanding shares of the Common Stock, or which is otherwise in control of the Corporation whether directly or indirectly through one or more intermediaries, (ii) of which more than ten percent (10%) of the outstanding voting securities are owned beneficially, directly or indirectly, by any Person described in clause (i) above, or (iii) which is controlled by or under common control with any Person described in clause (i) above; provided that for the purpose of this definition the terms "control" and "controlled by" shall have the meanings assigned to them in Rule 405 under the Securities Act of 1933, as amended.
- b. "Parent" means, with respect to a corporation, any other Person owning or controlling, directly or indirectly, fifty percent (50%) or more of the voting stock of the corporation.
- c. "Person" means any individual, corporation, partnership, limited liability company, joint venture, association, joint stock company, trust (including any beneficiary thereof), unincorporated organization, government or any agency or political subdivision thereof or any other entity.

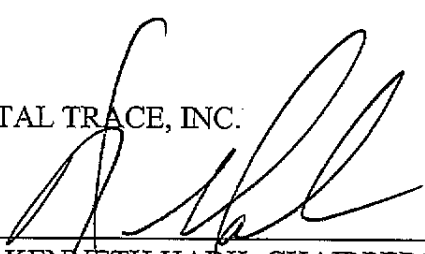
4. The amendment was adopted on the 15th day of December, 1999.

5. The amendments were unanimously adopted the shareholders in accordance with section 607.1006.

Dated December 15, 1999.

CRYSTAL TRACE, INC.

BY:


KENNETH HARK, CHAIRPERSON
AND PRESIDENT

Attest:


Secretary