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SAMUEL L. LEPRELL

ATTORNEY AND COUNSELOR AT LAW

FILED

02 JUL -3 PM 4: 14

SECRETARY OF STATE
TALLAHASSEE, FLORIDA

SAMUEL L. LEPRELL
(904) 390-2705

January 13, 2000

Florida Department of State
Division of Corporations
Corporate Records
P.O. Box 6327
Tallahassee, FL 32314

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-07/03/02--01036--018
*****35.00 *****35.00

RE: The Driftwood Corporation of Ocala

Dear Sir/Madam:

I am enclosing an original and one (1) copy of the Articles of Amendment to the Articles of Incorporation for the above-referenced corporation, together with our check in the amount of \$35.00, representing the filing fees as follows:

Please date stamp the enclosed copy of the Articles of Amendment as soon as it has been filed and return it to my attention.

If you should have any questions, please do not hesitate to contact the undersigned.

Sincerely,



Samuel L. LePrell

SLL:cdw
Enclosures

SUITE 201, ST. MARK'S PLACE
1930 SAN MARCO BOULEVARD
JACKSONVILLE, FLORIDA 32207
(904) 390-2705 - FAX (904) 390-2711

PS 7/10/02
Amend

FILED

ARTICLES OF AMENDMENT
TO THE ARTICLES OF INCORPORATION
OF
THE DRIFTWOOD CORPORATION OF OCALA

02 JUL -3 PM 4: 14

SECRETARY OF STATE
TALLAHASSEE, FLORIDA

Pursuant to the provisions of Section 607.1006 of the Florida Statutes, the undersigned President and Secretary of THE DRIFTWOOD CORPORATION OF OCALA, a corporation existing under the laws of the State of Florida, do hereby certify:

(a) The name of this corporation is THE DRIFTWOOD CORPORATION OF OCALA.

(b) The amendment adopted is amendments to Articles X and XI to the Articles of Incorporation. Article X and XI are amended in their entirety to read as follows:

"ARTICLE X. LIMITATIONS ON AUTHORITY

Notwithstanding any other provisions of these articles and any provision of law that otherwise so empowers the corporation, and so long as any obligations secured by the Property pursuant to the first lien mortgage in favor of Column Financial, Inc. (the "Mortgage") remain outstanding and not paid in full, the corporation shall not, without the unanimous consent of the Board of Directors, do any of the following:

- (i) engage in any business or activity other than those set forth in Article III;
- (ii) incur any indebtedness or assume or guarantee any indebtedness of any other entity, other than the Mortgage and indebtedness permitted therein and normal trade accounts payable in the ordinary course of business.
- (iii) dissolve or liquidate, in whole or in part;
- (iv) consolidate or merge with or into any other entity or convey or transfer or lease its property and assets substantially as an entirety to any entity;
- (v) institute proceedings to be adjudicated bankrupt or insolvent, or consent to the institution of bankruptcy or insolvency proceedings against the corporation, or file a petition seeking or consenting to reorganization or relief under any applicable federal or state law relating to bankruptcy, or consent to the appointment of a receiver, liquidator, assignee, trustee, sequestrator (or other similar official) of the corporation or a substantial part of the property

of the corporation, or make any assignment for the benefit of creditors, or admit in writing its inability to pay its debts generally as they become due, or take corporate action in furtherance of any such action; or

- (vi) amend Articles III, X or XI of the articles.

So long as any obligation secured by the Mortgage remains outstanding and not paid in full, the corporation shall have no authority to take any action in items (i) through (iv) and (vi) above without the written consent of the holder of the Mortgage, except as specifically permitted by the Mortgage.

ARTICLE XI. SEPARATENESS/OPERATIONS MATTERS.

The corporation shall:

- (i) maintain books and records and bank accounts separate from those of any other person;
- (ii) maintain its assets in such a manner that it is not costly or difficult to segregate, identify or ascertain such assets;
- (iii) hold regular Board of Directors and Stockholder meetings, as appropriate, to conduct the business of the corporation, and observe all other corporate formalities;
- (iv) hold itself out to creditors and the public as a legal entity separate and distinct from any other entity;
- (v) prepare separate tax returns and financial statements, or if part of a consolidated group, then it will be shown as a separate member of such group;
- (vi) allocate and charge fairly and reasonably any common employee or overhead shared with affiliates;
- (vii) transact all business with affiliates on an arm's-length basis and pursuant to enforceable agreements;
- (viii) conduct business in its own name, and use separate stationery, invoices and checks;
- (ix) not commingle its assets or funds with those of any other person;

- (x) not assume, guarantee or pay the debts or obligations of any other person; or hold out its credit as being available to satisfy the obligations of others;
- (xi) pay its own liabilities out of its own funds;
- (xii) pay the salaries of its own employees and maintain a sufficient number of employees in light of its contemplated business operations;
- (xiii) not acquire obligations or securities of any of its members or any affiliate, except as specifically permitted by the Mortgage;
- (xiv) not pledge its assets for the benefit of any other entity or make any loans or advances to any other entity, except as specifically permitted by the Mortgage;
- (xv) correct any known misunderstanding regarding its separate identity;
- (xvi) maintain adequate capital in light of its contemplated business operations;
- (xvii) be solvent and pay its debts from its assets as the same shall become due;
- (xviii) not acquire by purchase or otherwise all or substantially all of the business or assets of, or any stock or beneficial ownership of, any entity;
- (xix) file its own tax returns;
- (xx) upon the commencement of a voluntary or involuntary bankruptcy proceeding by or against the Corporation, not seek a supplemental stay or otherwise pursuant to 11 U.S.C. 105 or any other provision of the Act, or any other debtor relief law (whether statutory, common law, case law, or otherwise) of any jurisdiction whatsoever, now or hereafter in effect, which may be or become applicable, to stay, interdict, condition, reduce or inhibit the ability of hold of the note evidencing the loan secured by the Mortgage to enforce any rights of such holder against any guarantor or indemnitor of the loan secured by the Mortgage or any other party liable with respect thereto by virtue of any indemnity, guaranty or otherwise;
- (xxi) maintain an arms-length relationship with its affiliates, and not enter into any contract or agreement with any director, officer, shareholder or affiliate of the Corporation, or any affiliate of any such director, officer or shareholder, except upon terms and conditions that are intrinsically fair and substantially

parties other than an affiliate, except as specifically permitted by the Mortgage.

(c) This amendment was adopted by unanimous consent of the Directors of this corporation and by the shareholders on the 25th day of June, 2002. The number of votes cast by the shareholders in favor of the amendment was sufficient for approval.

THE DRIFTWOOD CORPORATION OF OCALA

By: M. William Frey
M. William Frey, President

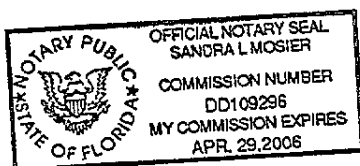
ATTEST: Barry E. Frey
Barry E. Frey Secretary
(Corporate Seal)

STATE OF FLORIDA

COUNTY OF LEE

BEFORE ME, a Notary Public authorized to take acknowledgments in the state and county set forth above, personally appeared M. William Frey as President of The Driftwood Corporation of Ocala and he acknowledged before me that he executed those Articles of Amendment. He is personally known me or presented his Florida Driver's License for identification.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, in the place aforesaid, this 25 day of June, 2002.



Sandra L. Mosier
Notary Public--State of Florida
Printed Name: SANDRA L. MOSIER
My Commission Expires: 4-29-06
My Commission Number is: DD109296