



PD1000053413

ACCOUNT NO. : 072100000032

REFERENCE : 222299 8864A

AUTHORIZATION :

COST LIMIT : \$35.00

ORDER DATE : July 16, 2001

ORDER TIME : 10:34 AM

ORDER NO. : 222299-005

600004477246--9

CUSTOMER NO: 8864A

CUSTOMER: Ms. Justine Neiro
Furr & Cohen, P.A.
Suite 412
1499 West Palmetto Park Road
Boca Raton, FL 33486

DOMESTIC AMENDMENT FILING

NAME: SACRED COW, INC.

EFFECTIVE DATE:

ARTICLES OF AMENDMENT
XX RESTATED ARTICLES OF INCORPORATION

PLEASE RETURN THE FOLLOWING AS PROOF OF FILING:

CERTIFIED COPY
XX PLAIN STAMPED COPY
CERTIFICATE OF GOOD STANDING

CONTACT PERSON: Betty Young -- EXT# 1112

EXAMINER'S INITIALS: _____

FILED
01 JUL 16 PM 3:16
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

RECEIVED
01 JUL 16 AM 11:24
DIVISION OF CORPORATION

Amended
+ Restated

S. PAYNE

JUL 23 2001



FLORIDA DEPARTMENT OF STATE

Katherine Harris
Secretary of State

July 16, 2001

CSC
Attn: Betty Young
Tallahassee, FL

RESUBMIT

Please give original
submission date as file date.

SUBJECT: SACRED COW, INC.
Ref. Number: P01000053413

We have received your document for SACRED COW, INC. . However, the enclosed document has not been filed and is being returned to you for the following reason(s):

A certificate must accompany the Restated Articles of Incorporation setting forth either of the following statements: (1) The restatement was adopted by the board of directors and does not contain any amendment requiring shareholder approval. OR (2) If the restatement contains an amendment requiring shareholder approval, the date of adoption of the amendment and a statement setting forth the following: (a) the number of votes cast for the amendment by the shareholders was sufficient for approval (b) 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.

The original articles of incorporation for the subject corporation listed as the incorporator SACRED COW, INC. We should not have allowed the corporation to be its incorporator. Please amend Article VIII by listing another incorporator. (Mr. Dubrow could be the incorporator as he did originally sign the articles as subscriber)

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 (850) 245-6901.

Susan Payne
Senior Section Administrator

Letter Number: 701A00041687

**AMENDED & RESTATED
ARTICLES OF INCORPORATION**
of

Sacred Cow, Inc.

(Replacing in its entirety the Articles of Incorporation filed on May 30, 2001)

ARTICLE I - CORPORATE NAME

The name of the corporation is:

Sacred Cow, Inc.

ARTICLE II - DURATION

This corporation shall exist perpetually unless dissolved according to Florida law.

ARTICLE III - PURPOSE

The corporation is organized for the purpose of engaging in activities or business permitted under the laws of the United States and the State of Florida. The Purpose of the company is to engage in real estate rental.

FILED

01 JUL 16 PM 3:16

SECRETARY OF STATE
TALLAHASSEE, FLORIDA

ARTICLE IV - CAPITAL STOCK

The corporation is authorized to issue one thousand shares (1000) of One Dollar(s) (\$1.00) par value Common Stock, which shall be designated "Common Shares."

ARTICLE V - INITIAL REGISTERED OFFICE AND AGENT

The principal office, if known, or the mailing address of the corporation is:

**Sacred Cow, Inc.
1360 S.W. 32ND Way
Deerfield Beach, FL 33442**

The name and street address of the Initial Registered Agent of this Corporation is:

**Dubrow Duker & Associates, P.A.
2832 University Drive
Coral Springs, Florida 33065**

ARTICLE VI - OFFICERS

The corporation has 1 officer:

Alan Dubrow - President

ARTICLE VII - INITIAL BOARD OF DIRECTORS

The corporation shall have one (1) director initially. The number of directors may be either increased or diminished from time to time by the be-laws, but shall never be less than one (1). The names and address of the initial director(s) of the corporation is/are as follows:

**Alan Dubrow
1360 S.W. 32ND Way
Deerfield Beach, FL 33442**

ARTICLE VIII - INCORPORATORS

The names and addresses of the incorporators signing these Articles of Incorporation are as follows:

Alan Dubrow
1360 S.W. 32ND Way
Deerfield Beach, FL 33442

ARTICLE IX - ACTIONS REQUIRING UNANIMOUS VOTE

Notwithstanding any other provision of the Articles of Incorporation and any provision of law that otherwise so empowers the Corporation, until such time as all obligations evidenced by a Mortgage, Security Agreement, Assignment of Rents and Fixture Filing and the Assignment of Leases and Rents and Security Deposits, entered into by Sacred Cow, Inc., a Florida Corporation, in favor of 1360 Deerfield, L.L.C., a Florida limited liability company, (the "Mortgage") has been discharged, the Corporation shall not, without the unanimous affirmative vote of the members of its Board of Directors, do any of the following:

- (a) amend, alter, change or repeal any provision of this Articles of Incorporation or cause any provision of the Partnership Agreement (or any successor provisions thereto, however designated) to be amended, altered, changed or repealed; provided, however, that so long as the Mortgage shall be in effect the Corporation shall not amend, alter, change or repeal any provision of this Articles of Incorporation under any circumstances;
- (b) dissolve or liquidate, in whole or in part, consolidate or merge with or into any other entity or convey, sell or transfer its properties and assets substantially as an entirety to any entity, or cause the Partnership to dissolve, wind up or liquidate, in whole or in part or merge with or into any other entity or convey, sell or transfer its properties and assets substantially as an entirety to any entity, so long as the Mortgage shall be in effect;

(c) engage in any business or activity other than as set forth in this Articles of Incorporation, or cause the Partnership to engage in any business or activity other than as set forth in the Partnership Agreement (or any successor provision thereto, however designated);

(d) sell, transfer, exchange, convey, encumber or otherwise dispose of any or all of the Corporation's right, title or interest in the property subject to the mortgage;

(e) file a voluntary petition or otherwise initiate or consent to proceeding to be adjudicated insolvent or seeking an order for relief as a debtor under the United States Bankruptcy Code, as amended (11 U.S.C. § § 101, et seq.) (The "Bankruptcy Code"), or file or consent to the filing of any petition seeking any composition, reorganization, readjustment, liquidation, dissolution or similar relief under the present or any future federal bankruptcy laws or any other present or future applicable federal, state or other statute or law relative to bankruptcy, insolvency or other relief for debtors; or seek or consent to the appointment of any trustee, receiver, conservator, assignee, sequestrator, custodian, liquidator (or other similar official) of the Corporation or of all of any substantial part of the properties and assets of the Corporation, or make or consent to any general assignment for the benefit of creditors, or admit in writing its inability to pay its debts generally as they become due, or declare or effect a moratorium on its debt or take any corporate action in furtherance of any such action; or

(f) file a voluntary petition or otherwise initiate or consent to proceedings to be adjudicated insolvent or seeking an order for relief as a debtor under the Bankruptcy Code, or cause the Partnership to file or consent to the filing of any petition seeking any composition, reorganization, readjustment, liquidation, dissolution or similar relief under the present or any future federal bankruptcy laws or any other present or future applicable federal, state or other statute or law relative to bankruptcy, insolvency or other relief for debtors; or cause the Partnership to seek or

consent to the appointment of any trustee, receiver, conservator, assignee, sequestrator, custodian, liquidator, (or other similar official) of the Partnership, or cause the Partnership to make or consent to any general assignment for the benefit of creditors, or admit in writing its inability to pay its debts generally as they become due, or declare or effect a moratorium on its debt or take any new membership action in furtherance of any such action.

ARTICLE X - SEPARATENESS

The Corporation shall (i) observe all corporate formalities, including the maintenance of current minute books, (ii) maintain its own separate and distinct books of account and corporate records, (iii) cause its financial statements to be prepared in accordance with generally accepted accounting principles in a manner that indicates the separate existence of the Corporation and its assets and liabilities, (iv) pay all its liabilities out of its own funds, (v) in all dealings with the public, identify itself, and conduct its own business, under its own name and as separate and distinct entity, (vi) independently make decisions with respect to its business and daily operations, (vii) maintain an arm's length relationship with its affiliates, (viii) pay the salaries of its own employees, (ix) allocate fairly and reasonably any overhead for shared office space, (x) use separate stationary, invoices and checks, (xi) at all times remain solvent, (xii) file its own tax return and (xiii) maintain adequate capital sufficient to carry out these enumerated covenants.

ARTICLE XI - PROHIBITED ACTIONS


(a) The Corporation shall not (i) commingle its assets with those of, or pledge its assets for the benefit of, any other person, (ii) assume or guarantee, or hold out its credit as being available to satisfy, the liabilities of any other person, (iii) acquire obligations or securities of, or make loans or advances to, any affiliate.

(b) the corporation shall not amend, alter, change or repeal any provision contained in this Articles of Incorporation, or add or insert any other provisions herein except in accordance with the terms and provisions of the Mortgage. All rights, preferences and privileges of whatsoever nature conferred upon stockholders, directors or any other persons whomsoever by and pursuant to this Articles of Inc corporation in its present form or as amended are granted subject to the rights reserved in this paragraph.

ARTICLE XII - INDEMNIFICATION

Any indemnification that the Corporation extends to its directors and officers shall (i) be fully subordinate to any and all obligations imposed by the Mortgage and (ii) not constitute a claim against the Corporation so long as the Mortgage shall be in effect.


IN WITNESS WHEREOF, the undersigned subscriber(s) have executed these Amended and Restated Articles of Incorporation this 16 day of July, 2001.



Alan Dubrow, President (Seal)

CERTIFICATE

These Amended and Restated Articles of Incorporation were adopted by the Board of Directors of Sacred Cow, Inc. on July 12, 2001 and do not contain any amendment requiring shareholder approval.



Alan Dubrow, Director and President (Seal)