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(Requestor's Name)

(Address)

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(City/State/Zip/Phone #)

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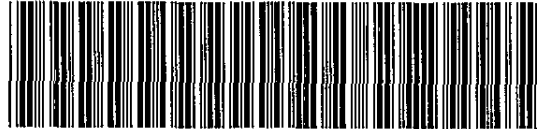
(Business Entity Name)

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C. Ocullette , AUG 25 2003

ACCOUNT FILING COVER SHEET

Account Number: 0721-00000-307

Reference: 4474  
(Sub Account)

Date: 8-25-03

Requestor Name: Attorneys' Title Insurance Fund, Inc.  
Address: 1965 Capital Circle NE  
Tallahassee, Florida 32308  
Telephone: 850-222-2785  
Contact: Barbara Keys

Corporation Name: Mutual of American Sec.

Document Number: \_\_\_\_\_  
(If Applicable)

Authorization: B. Keys

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 Certificate of Status (1-9)  
 Plain Stamped Copy

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AMENDED AND RESTATED ARTICLES OF INCORPORATION  
OF  
MUSKIE FISHERMAN, INC.

Pursuant to the provisions of sections 607.1006 and 607.1007 , Florida Statutes, this Florida profit corporation adopts the following amended Articles of Incorporation:

**FIRST:** The Corporation hereby amends and restates its Articles of Incorporation as follows:

ARTICLE I  
NAME OF CORPORATION

The name of the Corporation shall be:

MUSKIE FISHERMAN, INC.

ARTICLE II  
PRINCIPAL OFFICE

The Corporation's principal place of business is:

12002 Miramar Parkway  
Miramar, FL 33025

ARTICLE III  
PURPOSE OF COMPANY

The Corporation is organized for the purpose of acting as the Manager of Flamingo Commerce Partners, LLC, a Florida limited liability company ("Company") whose purpose is as follows:

1. To own, hold, sell, assign transfer, operate leases mortgage pledge and otherwise deal with the property legally described as follows:

Unit 3 of FLAMINGO PARK OF COMMERCE I, a Condominium, according to the Declaration thereof, as recorded in Official Records Book 32498, Page 0883, of the Public Records of Broward County, Florida; f/k/a All of Parcel "A" of Countyline Corporate Center, according to the Map or Plat thereof, as recorded in Plat Book 165, Page 29, of the Public Records of Broward County, Florida (the "Property").

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2. To exercise all powers enumerated in the Limited Liability Act of the State of Florida necessary or convenient to the conduct, promotion as attainment of the business or purposes otherwise set forth herein.

and the Corporation shall not engage in any other business.

#### ARTICLE IV SHARES

The Corporation is authorized to issue 1000 shares of no par value common stock.

#### ARTICLE V REGISTERED AGENT AND THE REGISTERED AGENT'S ADDRESS

The Corporation's Registered Agent and the Registered Agent's address in the State of Florida shall be:

David Howell  
12002 Miramar Parkway  
Miramar, FL 33025

#### ARTICLE VI CERTAIN PROHIBITED ACTIVITIES

Notwithstanding any other provision of these Articles of Incorporation, the Corporation shall only cause the Company to incur indebtedness in an amount necessary to acquire, operate and maintain the Property. For so long as any mortgage lien exists on any portion of the Property, the Corporation shall not and shall not cause the Company to incur, assume or guaranty any other indebtedness. For so long as the Company remains mortgagor of the Property, the Corporation shall not cause the Company to dissolve, liquidate, merge or sell substantially all of its assets. For so long as a mortgage lien exists on any portion of the Property, the Corporation shall not voluntarily commence a case with respect to itself or cause the Company to 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. For so long as a mortgage lien exists on any portion of the Property, no material amendment, including Article III, or amendments inconsistent with such articles, to these Articles of Incorporation or to the Corporation's By-Laws may be made without first obtaining approval of the mortgagees holding first mortgages on any portion of the Property, or, after the securitization of the Loan, only if the Company receives (i) confirmation from each of the applicable rating agencies that such amendment would not result in the qualification, withdrawal or downgrade of any securities rating and (ii) approval of such amendment by the mortgagee holding the First Mortgage.

No transfer of any direct or indirect ownership interest in the Corporation may be made such that the transferee owns, in the aggregate with the ownership interests of its affiliates and family members in the Corporation, more than forty-nine percent (49%) interest in the Corporation (or such other interest as specified in the Commitment Letter or by a rating agency), unless (i) such transfer is conditioned upon the delivery of an acceptable non-consolidation opinion to the mortgagee holding the First Mortgage and to any applicable rating agency concerning, as applicable, the Corporation, the new transferee and/or their respective owners and (ii) the applicable rating agencies confirm that the transfer will not result in a qualification, withdrawal or downgrade of any securities rating.

#### ARTICLE VII INDEMNIFICATION

Notwithstanding any other provision of these Articles of Incorporation, any indemnification of the Corporation's directors and officers shall be fully subordinated to any obligations respecting the Company or the Property (including, without limitation, the First Mortgage) and such indemnification shall not constitute a claim against the Corporation or the Company in the event that cash flow necessary to pay holders of such obligations is insufficient to pay such obligations.

#### ARTICLE VIII SEPARATENESS COVENANTS

Notwithstanding any other provision of these Articles of Incorporation, for so long as the First Mortgage exists on any portion of the Property, in order to preserve and ensure it separate and distinct corporate identity, in addition to the other provisions set forth in these Articles of Incorporation, the Corporation shall conduct its affairs in accordance with the following provisions:

1. It shall establish and maintain an office through which its business shall be conducted separate and apart from those of any affiliate(s) or, if it shares office space with any affiliate(s), it shall allocate fairly and reasonably any overhead and expense for shared office space.
2. It will not engage, directly or indirectly in any business other than to serve as the Manager of the Company and it will conduct and operate its business as presently conducted and operated.
3. Its Board of Directors shall hold appropriate meetings (or act by unanimous consent) to authorize all appropriate corporate actions, and in authorizing such actions, shall observe all corporate formalities.
4. It will not enter into any contract or agreement with any affiliate of the Corporation or any constituent party of the Corporation except upon terms and

conditions that are commercially reasonable and substantially similar to those that would be available on an arms-length basis with unrelated third parties.

5. It has not incurred, and will not incur, any indebtedness and will not permit the Company to incur any indebtedness, secured or unsecured, direct or indirect, absolute or contingent (including guaranteeing any obligation), other than (i) the indebtedness secured by the mortgage lien and (ii) trade payables or accrued expenses incurred in the ordinary course of the business of operating the Property with trade creditors and in amounts as are normal and reasonable under the circumstances. No indebtedness other than the indebtedness secured by the mortgage lien may be secured (subordinate or pari passu) by the Property.
6. It has not made and will not make any loans or advances to any third party including any affiliate of the Company or constituent party of the Company and shall not acquire obligations or securities of its affiliate(s).
7. It is, and will remain, solvent and will pay its debts and liabilities (including, as applicable, shared personnel and overhead expenses) from its assets as the same shall become due.
8. It has done, or caused to be done, and will do all things necessary to observe organizational formalities and preserve its existence, and it will not amend, modify or otherwise change these Articles of Organization or its By-Laws without the prior written consent of the mortgage lien holder or, after the securitization of the Loan, only if the Corporation receives (i) confirmation from each of the applicable rating agencies that such amendment would not result in the qualification, withdrawal, or downgrade of any securities rating and (ii) approval of such amendment by the mortgagee holding the First Mortgage.
9. It will maintain all of its books, records, financial statements and bank accounts separate from the of it affiliate(s) and any constituent party and the Corporation will file its own separate tax returns. It shall maintain it books, records, resolutions and agreements as official records.
10. It will be, and at all times will hold itself out to the public as, a legal entity separate and distinct from any other entity (including any affiliate or any constituent party of the Corporation), shall correct any known misunderstanding regarding its status as a separate entity, shall conduct and operate its business in its own name, shall not identify itself or any of its affiliates as a division or part of the other and shall maintain and utilize a separate telephone number and separate stationery, invoices and checks.
11. It will 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.

12. Neither the Corporation nor any constituent party will seek or permit the dissolution, winding up, liquidation, consolidation or merger in whole or in part, of the Corporation, or acquire by purchase or otherwise all or substantially all the business or assets of, or any stock or other evidence of beneficial ownership of any other person or entity.
13. It will not commingle the funds and other assets of the Corporation with those of any affiliate or constituent party, or any affiliate of any constituent party, or any other person.
14. It has and will maintain its assets in such a manner that it will not be costly or difficult to segregate, ascertain or identify its individual assets or assets, as the case may be from those of any affiliate or constituent party, or any affiliate of any constituent party, or any other person.
15. It shall not pledge its assets and does not and will not hold itself out to be responsible for the debts or obligations of any other person.
16. It shall pay any liabilities out of its own funds, including salaries of any employees.
17. The Corporation shall maintain a sufficient number of employees in light of its contemplated business operations.
18. The Corporation shall not guarantee or become obligated for the debts of any other entity or person.
19. The Corporation shall not form, acquire or hold any subsidiary other than the Company.
20. The Corporation shall cause the Company to comply with the provisions of Articles \_\_\_\_\_ of the Company's Articles of Organization.

For purpose of this Article VIII the following terms shall have the following meanings:

“affiliate” means any person controlling or controlled by or under common control with the Company, including, without limitation (i) any person who has a familial relationship, by blood, marriage or otherwise with any Member or employee of the Company, or any affiliate thereof and (ii) any person which receives compensation for administrative, legal or accounting services from the Company or any affiliate. For purposes of this definition, “control” when used with respect to any specified person, means the power to direct the management and policies of such person, directly or indirectly, whether through the ownership of voting securities, by contract or otherwise; and the terms “controlling” and “controlled” have meanings correlative to the foregoing.

"person" means any individual, corporation, partnership, limited liability company, joint venture, association, joint stock company, trust (including any beneficiary thereof), unincorporated organization, or government or any agency or political subdivision thereof.

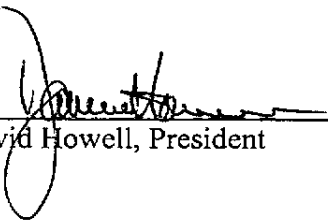
ARTICLE IX  
VOTING

When voting on matters concerning the Company, notwithstanding that the Company is not then insolvent, the Corporation shall take into account the interest of the Company's creditors, as well as those of its members to the maximum extent consistent with applicable law.

**SECOND:** The date of these Amended and Restated Articles of Incorporation is August 19, 2003.

**THIRD:** The Amended and Restated Articles of Incorporation were approved by the shareholders . The number of votes cast for the amendments were sufficient for approval.

Signed this 22 day of August, 2003.

  
\_\_\_\_\_  
David Howell, President