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DIVISION OF CORPORATIONS

BASIC AMENDMENT

RIA-BRECKENRIDGE, INC.

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AMEND + RES-
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**AMENDED AND RESTATED
ARTICLES OF INCORPORATION
OF
RIA-BRECKENRIDGE, INC.**

FILED
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SECRETARY OF STATE
TALLAHASSEE, FLORIDA

Pursuant to the requirements of Sections 607.1005 and 607.1007 of the Florida Business Corporation Act, the undersigned does hereby make, swear to, adopt and file these Amended and Restated Articles of Incorporation of RIA-BRECKENRIDGE, INC. (the "Corporation"), which Corporation was incorporated in the State of Florida on September 29, 2004, under Document No. P04000135743.

1. The Corporation has not yet issued shares. The sole incorporator has voted to adopt these Amended and Restated Articles of Incorporation. Therefore, Articles I through XI of the Corporation's Articles of Incorporation are deleted in their entirety and are amended and restated as follows:

ARTICLE I

Name and Duration

The name of the Corporation is RIA-Breckenridge, Inc. The duration of the Corporation is perpetual. The effective date upon which this Corporation shall come into existence shall be the date these Articles are filed by the Secretary of State.

ARTICLE II

Principal Office

The street and mailing address of the principal office of the Corporation is 5600 Gulf Blvd., St. Pete Beach, Florida 33706.

ARTICLE III

Registered Office and Agent

The street address of the registered office in the State of Florida is 200 South Orange Avenue, SunTrust Center, Suite 2300, in the City of Orlando, County of Orange. The name of the registered agent at such address is A.G.C. Co.

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ARTICLE IV

Corporate Purposes, Powers and Rights

1. The nature of the business to be conducted or promoted and the purposes of the Corporation are limited to the following activities:

(a) acquiring, developing, maintaining, managing, leasing, operating, and disposing of the real property and improvements thereon described on Exhibit A attached hereto and interests therein (the "Property");

(b) obtaining a mortgage loan from CWCapital LLC or its successors and assigns (the "Loan") and performing the obligations of the borrower thereunder; and

(c) engaging in any lawful acts or activities permitted under the Florida Business Corporation Act that are incidental, necessary or appropriate to accomplish the foregoing.

The Corporation shall not engage in any activities other than as permitted by this Article IV.

2. Solely in furtherance of its corporate purposes set forth above, the Corporation shall have all of the general and specific powers and rights granted to and conferred on a corporation by the Florida Business Corporation Act.

ARTICLE V

Capital Stock

The total number of shares of capital stock which the Corporation has the authority to issue is 1,000 shares of Common Stock ("Common Stock"), \$0.10 par value per share.

ARTICLE VI

Incorporator

The name and mailing address of the incorporator of this Corporation is as follows:

Name

A.G.C. Co.

Address

200 South Orange Avenue
SunTrust Center, Suite 2300
Post Office Box 112
Orlando, Florida 32802

ARTICLE VII

Board of Directors

1. The number of members of the Board of Directors may be increased or diminished from time to time as provided by the Bylaws; provided, however, there shall never be less than one. Each director shall serve until the next annual meeting of shareholders.

2. If any vacancy occurs in the Board of Directors during a term, the remaining directors, by affirmative vote of a majority thereof, may elect a director to fill the vacancy until the next annual meeting of shareholders.

3. Notwithstanding any other provision of these Articles and so long as the Loan is outstanding and not discharged in full:

(a) Without the unanimous written consent of the Board of Directors, including the Independent Director (as defined below), the Corporation shall have no authority to:

(i) file a voluntary petition or otherwise initiate proceedings to have the Corporation adjudicated bankrupt or insolvent or consent to the institution of bankruptcy or insolvency proceedings against the Corporation;

(ii) file a petition seeking or consenting to reorganization or relief of the Corporation as debtor under any applicable federal or state law relating to bankruptcy, insolvency, or other relief for debtors with respect to the Corporation;

(iii) 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 or any substantial part of the properties and assets of the Corporation;

(iv) make any general assignment for the benefit of creditors of the Corporation;

(v) take any action that might cause the Corporation to become insolvent; or

(vi) liquidate or dissolve, in whole or in part;

(vii) admit in writing its inability to pay its debts generally as they become due; or

(viii) amend any provisions of Articles IV, VII and VIII of these Articles.

(b) There shall be at least one Independent Director. An "Independent Director" shall be an individual who shall be selected by the shareholders, and shall not have been at the time of such individual's appointment as Independent Director, and shall not have been at any time during the preceding five years, and shall not be thereafter at any time which any portion of the Loan is outstanding (other than in his/her capacity as Independent Director after his/her appointment as such in accordance herewith): (i) a shareholder of, or an officer, director, partner or employee of, the Corporation or any of the Corporation's shareholders, members, subsidiaries or Affiliates, (ii) a customer of, or supplier to, the Corporation or any of the Corporation's shareholders, members, subsidiaries or affiliates, (iii) a person controlling or under common control with any such shareholder, director, partner, member, supplier or

customer, or (iv) a member of the immediate family of any such shareholder, member, officer, director, partner, employee, supplier or customer. Notwithstanding the foregoing, an Independent Director may serve in similar capacities for other "special purpose" corporations, partnerships, limited liability companies and other entities formed by any affiliate of the Corporation, including, without limitation, RIA-Tradewinds, Inc. and RIA-Sandpiper, Inc (the "Other Borrowers").

ARTICLE VIII

Corporate Governance

1. Notwithstanding any other provision of these Articles and so long as the Loan is outstanding and not discharged in full, the Corporation shall not, except as expressly required or permitted otherwise in the documents entered into in connection with the Loan or as otherwise consented to in writing by the lender under the Loan:

(a) acquire or own any assets other than (i) the Property, and (ii) cash and such incidental real and personal property as may be necessary for the operation thereof and proceeds therefrom);

(b) engage in any business, directly or indirectly, other than the ownership, management and operation of the Property;

(c) enter into any contract or agreement with any partner, member, shareholder, trustee, beneficiary, principal or affiliate of the Corporation, except upon terms and conditions that intrinsically fair and substantially similar to those that would be available on an arms-length basis with third parties other than such affiliate;

(d) incur any debt, secured or unsecured, direct or contingent (including guaranteeing any obligation), other than (i) the Loan, and (ii) trade payables or accrued expenses incurred in the ordinary course of business of operating or owning the Property;

(e) make any loan or advances to any person or entity (including in of its affiliates);

(f) fail to correct any known misunderstanding regarding its separate identity;

(g) seek, acquiesce in, or suffer or permit its liquidation, dissolution or winding up, in whole or in part;

(h) commingle or permit to be commingled its funds or other assets with those of any other person or entity (other than the Other Borrowers);

(i) guarantee or otherwise become liable on or in connection with any obligation of any other person or entity, or hold itself out to be responsible for the debts or obligations of any other person or entity;

(j) cause or suffer to occur any sale, transfer, pledge or encumbrance of (i) all or any part of the Property or any other assets of the Corporation or (ii) any securities of the Corporation;

(k) do any act which would make it impossible to carry on its ordinary business;

- (l) possess or assign the Property for other than a business or company purpose;
- (m) enter into any transaction of merger or consolidation, or acquire by purchase or otherwise all or substantially all of the business or assets of, or any stock or beneficial ownership of, any Person;
- (n) acquire obligations or securities of the Corporation's shareholders; or
- (o) except for funds deposited into certain accounts pledged in connection with the Loan, hold title to its assets other than in its own name.

2. Notwithstanding any other provision of these Articles and so long as the Loan is outstanding and not discharged in full, the Corporation shall, except as expressly required or permitted otherwise in the documents entered into in connection with the Loan or as otherwise consented to in writing by the lender under the Loan:

- (a) remain solvent and 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;
- (b) pay its own liabilities, indebtedness, and obligations of any kind from its own separate assets as the same shall become due;
- (c) do all things necessary to preserve its existence;
- (d) maintain its existence and be qualified to do business in all states necessary to carry on its business, specifically including the state where the Property is located;
- (e) observe or cause to be observed all corporate formalities;
- (f) maintain books and records and bank accounts separate from those of its shareholders, affiliates and any other person or entity (other than the Other Borrowers);
- (g) maintain separate financial statements, showing its assets and liabilities separate and apart from those of any other person or entity and not have its assets listed on the financial statements of any other person or entity, except as required or permitted by generally accepted accounting principals (provided that any such consolidated financial statements shall contain a note indicating that the separate assets and liabilities of the Corporation and the other person or entity have been consolidated therein and that the Corporation has separate financial statements);
- (h) hold itself out to the public as a legal entity separate and distinct from any other person or entity, and not as a department or division of any person or entity;
- (i) conduct business in its own name, enter into contracts and transactions and otherwise act in its own name in a manner designed to inform third parties of the identity of the entity with which they are dealing;
- (j) allocate fairly and reasonably any overhead for any shared office space;
- (k) use separate stationary, invoices and checks bearing its own name;

(l) file its own separate tax returns (except that the Corporation shall have the right to file consolidated returns which shall provide that the Corporation is a separate legal entity and pays its respective proportionate share of the taxes shown on such returns); and

(m) maintain its assets in such a manner that it is not costly or difficult to segregate, ascertain or identify its individual assets from those of any other person or entity (other than Other Borrowers).

ARTICLE IX

Amendment

Subject to the provisions of Article VII, the Corporation reserves the right to amend, alter, change or repeal any provision contained in these Articles of Incorporation, in the manner now or hereafter prescribed by statute, and all rights conferred upon shareholders herein are granted subject to this reservation.

ARTICLE X

Bylaws

The power to adopt, amend or repeal bylaws for the management of this Corporation shall be vested in the Board of Directors or the shareholders, but the Board of Directors may not amend or repeal any bylaw adopted by the shareholders if the shareholders specifically provide that such bylaw is not subject to amendment or repeal by the Board of Directors.

ARTICLE XI

Indemnification

The Corporation shall indemnify any incorporator, officer or director, or any former incorporator, officer or director, to the full extent permitted by law.

ARTICLE XI

Transfer of Shares

If, from time to time, a shareholders' agreement among all of the shareholders of the Corporation is in effect regarding the Subchapter S status of the Corporation pursuant to the Internal Revenue Code of the United States in effect from time to time, then transfers of the Corporation's Common Stock made not in accordance with such agreement, whether by operation of law or otherwise, are null and void ab initio.

2. The foregoing Amended and Restated Articles of Incorporation of RIA-Breckenridge, Inc. was adopted by the sole incorporator of the Corporation on the 25th day of October, 2004, and the number of votes cast for such amendment and restatement was sufficient for approval.

DATED this 25th day of October, 2004.

A.G.C. Co.

By: 

Name: Jerry R. Linscott

Vice President

Exhibit A

RIA-Breckenridge, Inc.

A tract of land lying between parallel lines 299.92 feet apart and lying between the mean high water line of the Gulf of Mexico and the Westerly boundary of State Road 699 (formerly State Road 233) (Gulf Boulevard); the Southerly boundary of said strip of land being 299.92 feet at right angles Southerly of and parallel to the Southerly line of Texas Avenue (58th Avenue) in ST. PETERSBURG BEACH, FIRST ADDITION, as shown by Plat Book 20, page 11, of the public records of Pinellas County, Florida; and the Northerly boundary of said strip of and being the South line of Texas Avenue on said plat.

Also a tract of land lying between parallel lines 3 feet apart at right angles, extending from the Westerly right-of-way boundary line of Fifth Street (Gulf Boulevard) to the waters of the Gulf of Mexico, the Southeasterly boundary of which being the Southeasterly boundary of Texas Avenue, and Texas Avenue extended to the waters of the Gulf of Mexico, as said Avenue is shown upon the plat of ST. PETERSBURG BEACH, FIRST ADDITION, as recorded in Plat Book 20, page 11, of the public records of Pinellas County, Florida, and which has been vacated by Resolution recorded in Deed Book 1489, page 130, of the public records of Pinellas County, Florida, said land lying in Section 1, Township 32 South, Range 15 East, and Section 6, Township 32 South, Range 16 East, Pinellas County, Florida.