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ACCOUNT NO. : 072100000032

REFERENCE : 883907 10764A

AUTHORIZATION :

COST LIMIT : \$ PPD

ORDER DATE : July 8, 1998

ORDER TIME : 11:29 AM

ORDER NO. : 883907-005

CUSTOMER NO: 10764A

CUSTOMER: Gay Rickmyre, Legal Asst
Smith Hood Perkins Loucks
Suite 900
444 Seabreeze Boulevard
Daytona Beach, FL 32118

DOMESTIC AMENDMENT FILING

NAME: DAIRY PLAZA, INC.

EFFECTIVE DATE:

XX ARTICLES OF AMENDMENT
 RESTATED ARTICLES OF INCORPORATION

600002583086--4
-07/08/98--01058--017
*****35.00 *****35.00

PLEASE RETURN THE FOLLOWING AS PROOF OF FILING:

 CERTIFIED COPY
XX PLAIN STAMPED COPY
 CERTIFICATE OF GOOD STANDING

CONTACT PERSON: Cassandra Bryant

EXAMINER'S INITIAL

FILED
98 JUL -8 PM 4:09
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

7/9
Amend
RECEIVED
98 JUL -8 PM 12:07
DIVISION OF CORPORATION

ARTICLES OF AMENDMENT
To
ARTICLES OF INCORPORATION
Of
DAIRY PLAZA, INC.

FILED
98 JUL -8 PM 4:09
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

PURSUANT to the provisions of Section 607.1006, Florida Statutes, the undersigned corporation adopts the following articles of amendment to its articles of incorporation.

1. The text of each amended Article of the Articles of Incorporation is:

"ARTICLE II

The Corporation's business and purpose shall consist of the following:

(a) to acquire a general partnership interest in and act as the general partner of DAIRY PLAZA ASSOCIATES, LTD. (the "Partnership"), which is engaged solely in the ownership, operation and management of a real estate project known as Dairy Plaza located in Titusville, Brevard County, Florida (the "Property"), pursuant to and in accordance with these Articles of Incorporation and the Limited Partnership Agreement of Dairy Plaza Associates, Ltd.; and

(b) to engage in such other lawful activities permitted to corporations by the Florida Business Corporation Act as are incidental, necessary or appropriate to the foregoing.

ARTICLE XIII: LIMITATIONS

Notwithstanding any other provision of these Articles and any provision of law that otherwise so empowers the Corporation, the Corporation shall not, without the unanimous consent of the Board of Directors, do any of the following:

(a) engage in any business or activity other than those set forth in Article II or cause or allow the Partnership to engage in any business or activity other than as set forth in its Limited Partnership Agreement;

(b) incur any indebtedness or assume or guaranty any indebtedness of any other entity, other than the first lien mortgage indebtedness in favor of COLUMN FINANCIAL, INC. incurred in connection with the refinancing of the Property (the "Mortgage") and normal trade accounts payable in the ordinary course of business;

(c) cause the Partnership to incur any indebtedness or to assume or guaranty any indebtedness of any other entity, other than the Mortgage, indebtedness permitted thereunder, and normal trade accounts payable in the ordinary course of business;

- (d) dissolve or liquidate, in whole or in part;
- (e) cause or consent to the dissolution or liquidation, in whole or in part, of the Partnership;
- (f) 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;
- (g) cause the Partnership to consolidate or merge with or into any other entity or to convey or transfer or lease its Property and assets substantially as an entirety to any entity;
- (h) with respect to the Corporation or the Partnership, institute proceedings to be adjudicated bankrupt or insolvent, or consent to the institution or bankruptcy or insolvency proceedings against it, 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 the Partnership or a substantial part of property of the Corporation or the Partnership, 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;
- (i) amend the Articles of Incorporation or the Bylaws of the Corporation or approve an amendment to the Limited Partnership Agreement governing the Partnership; or withdraw as general partner of the Partnership.

In addition to the foregoing, the Corporation shall not, without the written consent of the holder of the Mortgage so long as it is outstanding, take any action set forth in items (a) through (g) and items (i) and (j).

ARTICLE XIV: SEPARATENESS PROVISIONS

The Corporation shall:

- (a) maintain books and records and bank accounts separate from those of any other person;
- (b) maintain its assets in such a manner that it is not costly or difficult to segregate, identify or ascertain such assets;
- (c) hold itself out to creditors and the public as a legal entity separate and distinct from any other entity; and
- (d) hold regular Board of Director and stockholder meetings, as appropriate, to conduct the business of the Corporation, and observe all other corporation formalities.

The Corporation shall not:

(aa) commingle its assets or funds with those of any other person; or

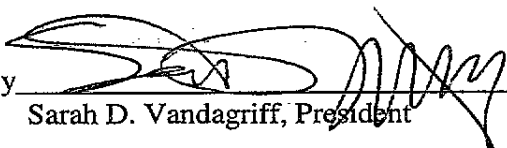
(bb) guarantee or pay the debts or obligations of any other person."

2. The above stated amendments were adopted on the 6th day of July, 1998.

3. All of the holders of the common stock issued by the corporation (the sole voting group) voted to amend the Articles as herein provided. The number of votes cast by such voting group was sufficient for approval by said group.

Dated this 7th day of July, 1998.

DAIRY PLAZA, INC.

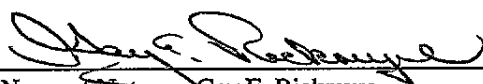
By 
Sarah D. Vandagriff, President

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this 7th day of July, 1998, by Sarah D. Vandagriff, President of Dairy Plaza, Inc., a Florida corporation, on behalf of the corporation. She is personally known to me.



GAY E. RICKMYRE
MY COMMISSION # CC454526 EXPIRES
July 8, 1999
BONDED THRU TROY FANN INSURANCE, INC.


Name of Notary: Gay E. Rickmyre
Notary Public, State of Florida at Large
My Commission expires: 7-8-99