



THE UNITED STATES  
CORPORATION  
COMPANY

P95000030885

ACCOUNT NO. : 072100000032

REFERENCE : 878679 81514A

AUTHORIZATION :

Patricia Project

COST LIMIT : \$ 87.50

ORDER DATE : July 2, 1998

ORDER TIME : 10:19 AM

ORDER NO. : 878679-005

CUSTOMER NO: 81514A

CUSTOMER: Victor J. Troiano, Esq  
Troiano & Roberts  
P. O. Drawer 829

Lakeland, FL 33802

3000002579053--3

DOMESTIC AMENDMENT FILING

NAME: B & B HALLIDAY CORP.

EFFECTIVE DATE:

XX ARTICLES OF AMENDMENT  
       RESTATED ARTICLES OF INCORPORATION

PLEASE RETURN THE FOLLOWING AS PROOF OF FILING:

XX CERTIFIED COPY  
       PLAIN STAMPED COPY  
       CERTIFICATE OF GOOD STANDING

CONTACT PERSON: Jeanine Reynolds

EXAMINER'S INITIALS:

FILED  
98 JUL -2 AM 11:53  
SECRETARY OF STATE  
TALLAHASSEE, FLORIDA

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98 JUL -2 AM 11:27  
DIVISION OF CORPORATION

AM KRC 7/6

**ARTICLES OF AMENDMENT OF THE  
ARTICLES OF INCORPORATION**

Pursuant to the provisions of FSA § 607.1006, this corporation adopts the following articles of amendment to its articles of incorporation:

1. The name of the corporation before amendment: **B & B HALLIDAY CORP., a Florida corporation**
2. The name of the corporation after amendment: **B & B HALLIDAY CORP., a Florida corporation.**
3. The text of each amendment as adopted is as follows:

**ARTICLE 3  
PURPOSES AND LIMITATIONS**

**A. Purpose**

Notwithstanding any provision hereof or of any other document governing the formation, management, or operation of the Corporation to the contrary, the following shall govern: The nature of the business and of the purposes to be conducted and promoted by the Corporation is to engage solely in the following activities:

1. To acquire that certain parcel of real property, together with all improvements located thereon, in the City of Micco, County of Brevard, State of Florida, commonly known as Riverview Mobile Villa (the "Property").
2. To own, hold, sell, assign, transfer, operate, lease, mortgage, pledge, and otherwise deal with the Property.
3. To exercise all powers enumerated in the Florida Corporation Act of the State of Florida necessary or convenient to the conduct, promotion, or attainment of the business or purposes otherwise set forth herein.

**B. Certain Prohibited Activities**

Notwithstanding any provision hereof or of any other document governing the formation, management, or operation of the Corporation to the contrary, the following shall govern: The Corporation shall only incur indebtedness in an amount necessary to acquire, operate, and maintain the Property. For so long as any mortgage lien exists on the Property, the Corporation shall not incur, assume, or guaranty any other indebtedness. The Corporation shall not consolidate or merge with or into any other entity unless (i) the entity (if other than the

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Corporation) formed or surviving such consolidation or merger of that acquired by conveyance or transfer the properties and assets of the Corporation substantially as an entirety (a) shall be organized and existing under the laws of the United States of America or any State or the District of Columbia, (b) shall include in its organizational documents the same limitations set forth in this Article 3 and in Article 3(D), and (c) shall expressly assume the due and punctual performance of the Corporation's obligations; and (ii) immediately after giving effect to such transaction, no default or event of default under any agreement to which it is a party shall have been committed by this Corporation and be continuing. For so long as a mortgage lien exists on the Property, the Corporation will not 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 the Property, no material amendment to this certificate of incorporation or to the Corporation's Bylaws may be made without first obtaining approval of the mortgagee holding a first mortgage lien on the Property.

**C. Indemnification**

Notwithstanding any provision hereof or of any other document governing the formation, management, and operation of the Corporation to the contrary, the following shall govern: Any indemnification shall be fully subordinated to any obligations respecting the Property and shall not constitute a claim against the Corporation in the event that cash flow is insufficient to pay such obligations.

**D. Separateness Covenants**

Notwithstanding any provision hereof or of any other document governing the formation, management, or operation of the Corporation to the contrary, the following shall govern: For so long as any mortgage lien exists on the Property, in order to preserve and ensure its separate and distinct corporate identity, in addition to the other provisions set forth in this certificate 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 its parent and any affiliate and shall allocate fairly and reasonably any overhead for shared office space.
2. It shall maintain separate corporate records and books of account from those of its parent and any affiliate.
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 shall not commingle assets with those of its parent and any affiliate.

5. It shall conduct its own business in its own name.
6. It shall maintain financial statements separate from its parent and any affiliate.
7. It shall pay any liabilities out of its own funds, including salaries of any employees, not funds of its parent and any affiliates.
8. It shall maintain an arm's length relationship with its parent and any affiliate.
9. It shall not guarantee or become obligated for the debts of any other entity, including its parent or any affiliate or hold out its credit as being available to satisfy the obligations of others.
10. It shall use stationery, invoices, and checks separate from its parent and any affiliate.
11. It shall not pledge its assets for the benefit of any other entity, including its parent and any affiliate.
12. It shall hold itself out as an entity separate from its parent and any affiliate.

For purposes of this Article 3(D), the following terms shall have the following meanings:

"Affiliate" means any person controlling or controlled by or under common control with the parent, including, without limitation, (i) any person who has a familial relationship, by blood, marriage, or otherwise, with any director, officer, or employee of the Corporation, its parent, or any affiliate thereof and (ii) any person that receives compensation for administrative, legal, or accounting services from this corporation, its parent 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.

"Parent" means, with respect to a corporation, any other corporation owning or controlling, directly or indirectly, fifty percent (50%) or more of the voting stock of the Corporation.

"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 5**  
**PRINCIPAL OFFICE AND MAILING ADDRESS**

The street address of the principal office and the mailing address of the Corporation is:

**3900 Prospect Road  
Fort Lauderdale, Florida 33309**

4. If the amendment provides for an exchange, reclassification, or cancellation of issued shares, provisions for implementing the amendment, if not contained in the text of the amendment itself, are as follows: **N/A**
5. The date of adoption of each amendment was: **April 17, 1998**
6. Each amendment was adopted by: **a unanimous vote of the directors and shareholders of the corporation.**
7. These amendments will be effective upon filing.

Date: June 30, 1998

  
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**WILLIAM HALLIDAY**, President