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**SANDEV CORPORATION**

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**ARTICLES OF AMENDMENT  
TO ARTICLES OF INCORPORATION OF  
SANDEV CORPORATION**

Pursuant to the provisions of Section 607.1006 of the Florida Statutes, Sandev Corporation, Florida corporation (the "Corporation"), hereby adopts the following Articles of Amendment to its Articles of Incorporation:

1. The current name of the Corporation is SANDEV CORPORATION.
2. The original Articles of Incorporation for the Corporation were filed with the Florida Department of State on May 26, 1995, and were assigned Document No. P95000042783.
3. Article II of the Corporation's Articles of Incorporation is hereby amended and restated to read as follows (the "Amendment"):

**ARTICLE II  
PURPOSE**

A. 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:

- (i) To own, hold, sell, assign, transfer, operate, lease, mortgage, pledge and otherwise deal with an undivided interest in that certain parcel of real property, together with all improvements located at 200 West Oak Street, Kissimmee, Florida 34741 (the "Premises"), including, but not limited to, borrow up to Two Million Five Hundred Thousand Dollars (\$2,500,000.00) (the "Loan Amount") from Principal Life Insurance Company (the "Lender"), to be evidenced by a secured promissory note, whereby the Corporation promises to pay to Lender the Loan Amount together with all accrued and unpaid interest thereon and all other obligations and liabilities due or to become due to Lender pursuant to the documents, instruments and agreement executed and delivered in connection with such loan (collectively, the "Loan Documents") and all other amounts, sums and expenses paid by or payable to Lender pursuant to all such documents (collectively, the "Indebtedness").

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(ii) To exercise all corporate powers enumerated in the general corporation law of the State of Florida necessary or convenient to the conduct, promotion or attainment of the business or purposes otherwise set for the herein.

(iii) Notwithstanding anything to the contrary set forth in subparagraphs (i) and (ii) above, until the Indebtedness is paid in full, the Corporation will continue to (a) be organized solely for the purpose of owning an undivided interest in the Premises, (b) not engage in any business unrelated to the ownership of an undivided interest in the Premises, (c) not have any assets other than the Premises and those assets related to the Premises and will hold the Premises and such assets in its own name.

#### B. Certain Prohibited Activities

Notwithstanding anything contained herein to the contrary, until the Indebtedness is paid in full, the Corporation: (i) will not amend its Articles of Incorporation or the Corporation's Bylaws without first obtaining approval of the Lender; (ii) will not engage in, seek or consent to any dissolution, winding up, liquidation, consolidation or merger, and, except as otherwise expressly permitted by the Loan Documents, will not engage in, seek or consent to any asset sale or transfer of shareholder interests; (iii) without the unanimous consent of all of the directors, will not with respect to itself or, if applicable, to any other corporation, limited partnership, general partnership, limited liability company, or trust (each, an "Entity") in which it has a direct or indirect legal or beneficial ownership interest (a) file a bankruptcy, insolvency or reorganization petition or otherwise institute insolvency proceedings or otherwise seek any relief under any laws relating to the relief from debts or the protection of debtors generally; (b) seek or consent to the appointment of a receiver, liquidator, assignee, trustee, custodian or any similar official for such Entity or all or any portion such Entity's properties; (c) make any assignment for the benefit of such Entity's creditors; or (d) take any action that might cause such Entity to become insolvent; (iv) will have no indebtedness other than the Indebtedness and commercially reasonable unsecured trade payables in the ordinary course of business relating to the ownership and operation of the Premises which are paid within sixty (60) days of the date incurred; (v) will not

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assume or guarantee or become obligated for the debts of any other person or Entity or hold out its credit as being available to satisfy the obligations of any other person or Entity, except for the Indebtedness; (vi) will not pledge its assets for the benefit of any other person or Entity; and (vii) will not make loans to any person or Entity.

C. Indemnification

Notwithstanding anything contained herein to the contrary, any indemnification of the Corporation's directors and officers shall be fully subordinated to any obligations respecting the Premises (including, without limitation, the mortgage, it being agreed that the term "mortgage" shall be construed to mean "mortgage" or "deed of trust" or "deed to secure debt" or "trust deed" as the context so requires securing the Indebtedness) and such indemnification shall not constitute a claim against the Corporation in the event that cash flow in excess of amounts necessary to pay holders of such obligations is insufficient to pay such obligations.

D. Separateness Covenants

Notwithstanding anything contained herein to the contrary, in order to preserve and ensure its separate and distinct corporate identity, the Corporation, until the Indebtedness is paid in full (i) will maintain its accounts, books and records, as well as Entity organizational documents, separate from any other person or Entity, other than in connection with the ownership, management and operation of the Premises (ii) will not commingle its funds or assets with those of any other person or Entity other than in connection with the ownership, management and operation of the Premises, (iii) will conduct its business in its name, (iv) will pay its own liabilities out of its own funds and assets, (v) will not acquire obligations or securities of its beneficial owners or shareholders, (vi) will hold itself out and identify itself as a separate and distinct Entity under its own name and not as a division or part of any other person or Entity, and (vii) will not identify its shareholders or any affiliates as a division or part of it and will maintain an arms length relationship with its affiliates.

4. The terms and conditions of this Amendment shall amend, supercede, replace, govern and control over any conflicting or inconsistent terms and conditions in the Articles of Incorporation, but except as modified in this Amendment, all other terms

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and conditions of the Articles of Incorporation shall remain unmodified and in full force and effect and were ratified and reaffirmed by the shareholders and the Board of Directors of the Corporation.


5. This Amendment was adopted on September 18, 2006 by unanimous written consent of all of the shareholders and the Board of Directors of the Corporation. The number of votes cast for the Amendment by the shareholders was sufficient for approval.

6. The Amendment shall be effective October 5, 2006.

IN WITNESS WHEREOF, the undersigned has hereunto set his name as of September 19<sup>th</sup>, 2006.

SANDEV CORPORATION, a Florida  
corporation

By:

  
Dean A. Sant, President