

Division of Corporations

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Florida Department of State

Division of Corporations

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BASIC AMENDMENT

IHG, INC.

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TALLAHASSEE, FLORIDA

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FLORIDA DEPARTMENT OF STATE

Katherine Harris
Secretary of State

March 14, 2002

IHG, INC.
8401 JR MANOR DR STE 100
TAMPA, FL 33634

SUBJECT: IHG, INC.
REF: P98000104969

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Please select a new name and make the correction in all appropriate places. One or more major words may be added to make the name distinguishable from the one presently on file.

Adding "of Florida" or "Florida" to the end of a name is not acceptable.

Please return your document, along with a copy of this letter, within 60 days or your filing will be considered abandoned.

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Karen Gibson
Corporate Specialist

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DIVISION OF CORPORATIONS

Division of Corporations - P.O. BOX 6327 - Tallahassee, Florida 32314



FLORIDA DEPARTMENT OF STATE
Katherine Harris
Secretary of State

March 14, 2002

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8401 JR MANOR DR STE 100
TAMPA, FL 33634

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SECRETARY OF STATE
TALLAHASSEE, FLORIDA

**AMENDED AND RESTATED
ARTICLES OF INCORPORATION**

OF

IHG, INC.

IHG, Inc., a corporation organized and existing under the Florida Business Corporation Act (the "Corporation"), does hereby certify:

I The Corporation, pursuant to the provisions of Section 607.1007 of the Florida Business Corporation Act (the "Act"), hereby adopts these Amended and Restated Articles of Incorporation which amend and accurately restate and integrate the original Articles of Incorporation filed on December 17, 1998, as permitted by Section 607.1007 of the Florida Statutes.

II Each amendment made by these Amended and Restated Articles of Incorporation (the "Restated Articles") has been effected in conformity with the provisions of the Act, and the Restated Articles and each amendment thereto were duly approved and adopted by unanimous joint written consent of the Corporation's sole shareholder and Board of Directors, dated march 13, 2002. The shareholder's unanimous written consent to the amendment was sufficient for approval of the amendments.

III The original Articles of Incorporation and all amendments and supplements thereto are hereby amended and superseded in their entirety by these Amended and Restated Articles which are as follows:

**ARTICLE I
NAME**

The name of the Corporation is **CES Homes, Inc.**

**ARTICLE II
PRINCIPAL OFFICE AND MAILING ADDRESS**

The address of the Corporation's principal office and mailing address is 8401 JR Manor Drive, Suite 100, Tampa, Florida 33634.

**ARTICLE III
PURPOSE**

The Corporation is organized for the purpose of transacting any and all lawful business for which corporations may be incorporated under the laws of Florida.

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ARTICLE IV
CAPITAL STOCK

The Corporation is authorized to issue 10,000,000 shares of common stock, par value \$.001 per share.

ARTICLE V
BOARD OF DIRECTORS

The Corporation shall be managed by a Board of Directors with at least one member. The number of directors may be either increased or decreased from time to time in accordance with the Bylaws of the Corporation.

ARTICLE VI
INDEMNIFICATION

The Corporation shall indemnify any person who is or was a Director, Officer, employee, or agent of the Corporation or was serving at the request of the Corporation as a Director, Officer, employee, or agent of another corporation, partnership, limited liability company, joint venture, trust, or other enterprise, to the fullest extent permitted by law.

ARTICLE VII
RESTRICTIONS ON TRANSFER OF STOCK

7. Transfers Subject to Franchise Agreement. In the event that the Corporation, or any entity in which the Corporation owns an interest, is a franchisee of Inland Homebuilding Group, Inc. ("IHG"), no shares of stock may be issued by the Corporation or transferred by any shareholder of the Corporation without the prior written approval of IHG. Any attempted transfer without such approval constitutes a breach of the Franchise Agreement with IHG and is void and of no effect.

7.1 Conditions for Approval of Transfer. If the transferring shareholder and the Corporation (and, if the franchisee of IHG is an entity in which the Corporation owns any interest, the franchisee and its other owners) are in full compliance with the Franchise Agreement with IHG, then subject to the other provisions of this Section, IHG has agreed that it will not unreasonably withhold its consent to a transfer that meets all the applicable requirements of this Section. The proposed transferee, or its direct and indirect owners, must be individuals of good character and otherwise meet IHG's then applicable standards for INLAND HOMES® Business franchisees. IHG must be provided with a minimum of 60-days prior written notice of any proposed transfer with all of the information pertaining to the proposed transfer. A transfer of control of the Corporation may be made only in conjunction with a transfer of the Franchise Agreement. If the transfer is of a controlling interest in the Corporation, or is one of a series of transfers which in the aggregate constitute the transfer of a controlling

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interest in the Corporation, all of the following conditions must be met prior to or concurrently with the effective date of the transfer:

- (a) the transferee must demonstrate to the satisfaction of IHG that it meets IHG's educational, managerial, technical and business experience standards and has sufficient aptitude and financial resources to operate the INLAND HOMES® business; that it possesses a good moral character, business reputation and credit rating; and has the business experience, aptitude and ability to conduct the INLAND HOMES® business, and has adequate financial resources, capital and net worth (after payment of the purchase price for the shares) to satisfactorily operate the INLAND HOMES® business;
- (b) all of the transferring shareholder's obligations incurred in connection with the Franchise Agreement are assumed by the transferee;
- (c) the franchisee has paid all royalties, reserve fund contributions, deficiency amounts and any other amounts owed to IHG or its affiliates;
- (d) the Corporation (and the franchisee, if other than the Corporation) has submitted all required reports, financial statements and other documents due to IHG up to the effective date of transfer;
- (e) the transferee (or its core personnel) have agreed to complete IHG's initial training program at the transferee's expense;
- (f) the transferee has agreed to be bound by all of the terms and conditions of IHG's then current form of franchise agreement, and all related documents and agreements with IHG or third parties as are required to operate the INLAND HOMES® business;
- (g) the Corporation or the transferee pay IHG a transfer fee equal to \$5,000 and reimburse IHG for all of its costs incurred;
- (h) the transferring shareholder has executed a general release, in form satisfactory to IHG, of any and all known and unknown claims against IHG, its affiliates, and its shareholders, officers, directors, employees and agents;
- (i) IHG has approved the material terms and conditions of such transfer and determined that the price and terms of payment will not adversely affect the transferee's operation of the INLAND HOMES® business;
- (j) if the Corporation or transferring shareholder finances any part of the purchase price of the transferred interest, the Corporation or transferring shareholder, as applicable, has agreed that all of the transferee's obligations to the Corporation or transferring shareholder in connection with the INLAND HOMES® business are subordinate to the

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transferee's obligation to pay royalties, reserve fund contributions and other amounts and obligations due to IHG or any others other than the obligations to the transferor;

(k) the transferring shareholder has executed a non-competition covenant in favor of IHG and the transferee agreeing to be bound, commencing on the effective date of the transfer, by the post-term competitive restrictions contained in Section 17.5 of the Franchise Agreement;

(l) the transfer is approved by all necessary regulatory authorities; and

(m) the transferring shareholder has agreed that it will not directly or indirectly at any time or in any manner (except with respect to other INLAND HOMES® businesses it owns and operates) identify itself or any other business as a current or former INLAND HOMES® business, or as one of IHG's licensees or franchisees, use any trademark or any colorable imitation of a trademark licensed to the franchisee under the Franchise Agreement, or other indicia of an INLAND HOMES® business in any manner or for any purpose or utilize for any purpose any trade name, trade or service mark or other commercial symbol that suggests or indicates a connection or association with IHG.

If the proposed transfer is among the shareholders of the Corporation, subsection (g) above will not apply, although the transferee is required to reimburse IHG for any administrative costs it incurs in connection with the transfer.

7.2 Transfer Upon Death or Disability. Upon the death or disability of a shareholder owning a controlling interest in the Corporation, such shareholder's executor, administrator, conservator, guardian or other personal representative must transfer the shareholder's shares to a third party approved by IHG. Such disposition of the shares (including, without limitation, transfer by bequest or inheritance) must be completed within a reasonable time, not to exceed 6 months from the date of death or disability, and will be subject to all of the terms and conditions applicable to transfers contained in this Section 7. A failure to transfer the shares within this period of time constitutes a breach of the Franchise Agreement. For purposes of the Franchise Agreement, the term "disability" means a mental or physical disability, impairment or condition that is reasonably expected to prevent or actually does prevent the shareholder from managing and operating the franchisee's INLAND HOMES® business.

7.3 Effect of Consent to Transfer. IHG's consent to a proposed transfer of any shares does not constitute a waiver of any claims IHG may have against the transferring shareholder or the Corporation or of its right to demand the transferee's exact compliance with any of the terms or conditions of the Franchise Agreement.

7.4 Compliance with Laws. In connection with any proposed transfer of an interest in the Franchise Agreement or the Corporation, the Corporation and the shareholders will comply with any laws and regulations that apply to the transfer, including state and federal laws and regulations governing the offer, sale and transfer of franchises. The Corporation and the transferee must indemnify and hold IHG and its affiliates and their officers,

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directors, shareholders and employees harmless against any and all claims arising, and expense incurred (including attorneys' fees), directly or indirectly, from, as a result of, or in connection with, any alleged failure on the part of the Corporation or any shareholder to comply with any franchise law or regulations, or other applicable laws and regulations in connection with the transfer.

7.5 IHG's Right of First Refusal. If the Corporation or any of the shareholders at any time determine to sell, assign or transfer for consideration shares in the Corporation, then the Corporation or the transferring shareholder agrees to obtain a bona fide, fully executed written offer and earnest money deposit (in the amount of 5% or more of the offering price) from a responsible and fully disclosed offeror (including lists of the owners of record and all beneficial owners of any corporate or limited liability company offeror and all general and limited partners of any partnership offeror and, in the case of a publicly-held corporation or limited partnership, copies of the most current annual and quarterly reports and Form 10K) and immediately submit to IHG a true and complete copy of such offer. To be a valid, bona fide offer, the offer must completely set forth the proposed purchase price (denominated in a dollar amount), payment terms, terms of assumption of liabilities, and all other material terms of the transfer. The offer must apply only to shares in the Corporation. If the offeror proposes to buy any other property or rights from the Corporation under a separate, contemporaneous offer, such separate, contemporaneous offer must be disclosed to IHG, and the price and terms of purchase offered to the Corporation or the transferring shareholder for the shares must reflect the bona fide price offered and not reflect any value for any other property or rights.

IHG has the right, exercisable by written notice delivered to the Corporation or the transferring shareholder, within 30 days from the date of the delivery to IHG of both an exact copy of such offer and all other information its requests, to purchase such shares for the price and on the terms and conditions contained in such offer, provided that:

- (a) IHG may substitute cash for any form of payment proposed in such offer (with a discounted amount if an interest rate will be charged on any deferred payments);
- (b) IHG's credit will be deemed equal to the credit of any proposed purchaser;
- (c) IHG will have not less than 60 days after giving notice of its election to prepare for closing; and
- (d) IHG is entitled to receive, and the Corporation or transferring shareholder shall make, all customary representations and warranties given by the seller of the capital stock of an incorporated business, including, without limitation, representations and warranties as to:
 - (i) ownership and condition of and title to stock;

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- (ii) liens and encumbrances relating to the stock; and
- (iii) validity of contracts and the liabilities, contingent or otherwise, of the entity whose stock is being purchased.

If IHG exercises its right of first refusal, the Corporation or the transferring shareholder shall agree that, for a period of 2 years commencing on the date of the closing, it will be bound by the noncompetition covenant contained in Section 17.5 of the Franchise Agreement. The Corporation or the transferring shareholders further shall agree that it will, during this same time period, abide by the restrictions of Section 14.3(m) of the Franchise Agreement.

If IHG does not exercise its right of first refusal, the Corporation or the transferring shareholder may complete the sale to such purchaser pursuant to and on the exact terms of such offer, subject to IHG's approval of the transfer as provided in Sections 7.1 and 7.2 of these Articles, provided that, if the sale to such purchaser is not completed within 120 days after delivery of such offer to IHG, or if there is a material change in the terms of the sale (which the Corporation and transferring shareholder agree promptly to communicate to IHG), IHG will have an additional right of first refusal during the 30 day period following either the expiration of such 120 day period or notice to IHG of the material change(s) in the terms of the sale, either on the terms originally offered or the modified terms, at the option of IHG.

The undersigned, being the Chief Executive Officer of the Corporation, does make this certificate, hereby declaring and certifying that this is his act and deed and the facts herein stated are true, and accordingly he has hereunto set his hand this 13th day of March, 2002.



Jack D. Suarez
Chief Executive Officer

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