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BASIC AMENDMENT

VEHODAOS MANAGEMENT CORP.

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FLORIDA DEPARTMENT OF STATE

Glenda H. Hood
Secretary of State

July 6, 2005

VEHODACS MANAGEMENT CORP.
4434 N. BAY ROAD
MIAMI BEACH, FL 33140

SUBJECT: VEHODACS MANAGEMENT CORP.
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**ARTICLES OF AMENDMENT
FOR
VEHODAS MANAGEMENT CORP.**

Pursuant to the provisions of Section 607.1006, Florida Statutes, the undersigned Florida corporation adopts the following Articles of Amendment to its Articles of Incorporation of the above named corporation and are hereby amended as follows:

- 1) Article II is hereby amended to read as follows:

Nature of Business:

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 activity of acting as the outside member of a limited liability company (the "Company") whose purpose is to acquire that certain parcel of real property, together with all improvements located thereon, in the City of Tampa, State of Florida (the "Property") and own, hold, sell, assign, transfer, operate, lease, mortgage, pledge, and otherwise deal with the Property. The Corporation shall exercise all powers enumerated in the General Corporation Law of Florida necessary or convenient to the conduct, promotion, or attainment of the business or purposes otherwise set forth herein.

- 2) Article XIII is hereby added to read as follows:

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 or cause the Company to 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 and shall not cause the Company to incur, assume, or guaranty any other indebtedness. The Corporation shall not and shall not cause the Company to consolidate or merge with or into any other entity or convey or transfer its properties and assets substantially as an entirety to any entity unless (i) the entity (if other than the Corporation or Company) formed or surviving such consolidation or merger or that acquired by conveyance or transfer of the properties or assets of the Corporation or Company 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 XIII and in Article XV, 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 to the Company and be continuing. For so long as a mortgage lien exists on the Property, without first obtaining approval of the mortgagee holding a first mortgage on the Property, its successors and/or assigns (collectively, the "Lender"), (i) the Corporation shall not liquidate or dissolve the Corporation in whole or in part, (ii) no material amendment to these Corporate Articles or to the Corporation's Bylaws, nor the Company's Articles or the Agreement may be made and (iii) in the event the life of the Company is not continued, the Corporation shall not cause the Company to liquidate the Property.

- 3) Article XIV is hereby added to read as follows:

Bankruptcy:

The Corporation shall not, without the affirmative vote of one hundred percent (100%) of the Board of Directors (including the Independent Director as defined herein), institute, with respect to either the Corporation or the Company, proceedings to be adjudicated bankrupt or insolvent; or consent to the institution of bankruptcy or insolvency proceedings against it; or file a petition for itself or the Company 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) or a substantial part of its property; 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 any corporate action in furtherance of any such action.

- 4) Article XV is hereby added to read as follows:

Separateness Covenants:

The Corporation shall at all times observe the applicable legal requirements of the Corporation as a legal entity separate from any members of the Company ("Members") and Affiliates (as defined below), including, without limitation, as follows:

- (i) It shall maintain its principal executive office and telephone and facsimile numbers separate and apart from that of any Affiliate and shall conspicuously identify such office and numbers as its own. Additional, it shall use its own separate stationary, invoices, and checks which reflects its separate address, telephone number and facsimile number, as appropriate.
- (ii) It shall maintain all of its books, records, and accounts separate from those of any Affiliate or any other entity. It shall prepare unaudited quarterly and annual financial statements, and its financial statements shall substantially comply with generally accepted accounting principles.
- (iii) It shall maintain its own separate bank accounts, payroll and correct, complete and separate books of account.
- (iv) It shall hold itself out to the public (including any Affiliate Creditor) under its own name and as a separate and distinct corporate entity and not as a department, division or otherwise of any Affiliate.
- (v) All customary formalities regarding the corporate existence of the Corporation, including holding meetings of or obtaining the consent of its Board of Directors, as appropriate, and its stockholders and maintaining current and accurate minute books separate from those of any Affiliate, shall be observed.
- (vi) It shall act solely in its own corporate name and through its own duly authorized officers and agents. No Affiliate shall be appointed or act as an agent of the Corporation..
- (vii) It shall maintain an arm's length relationship with any Affiliate.
- (viii) Investments shall be made in the name of the Corporation directly by the Corporation or on its behalf by brokers engaged and paid by the Corporation or its agents.

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- (ix) Except as required by Lender, it shall not guarantee or assume or hold itself out or permit itself to be held out as having guaranteed or assumed any liabilities or obligations of any Member or any Affiliate, nor shall it make any loan, except as permitted in the Company's Articles or the Agreement.
- (x) The Corporation is and will remain solvent and shall pay its own liabilities, indebtedness, and obligations of any kind, including all administrative expenses, from its own separate assets.
- (xi) Assets of the Corporation shall be separately identified, maintained and segregated. The Corporation's assets shall at all times be held by or on behalf of the Corporation and if held on behalf of the Corporation by another entity, shall at all times be kept identifiable (in accordance with customary usages) as assets owned by the Corporation. This restriction requires, among other things, that corporate funds shall not be commingled with those of any Affiliate and it shall maintain all accounts in its own name and with its own tax identification number separate from those of any Affiliate.
- (xii) It shall not take any action if, as a result of such action, it would be required to register as an investment company under the Investment Company Act of 1940, as amended.
- (xiii) It shall at all times be adequately capitalized to engage in the transaction contemplated at its formation.
- (xiv) All data and records (including computer records) used by the Corporation or any Affiliate in the collection and administration of any loan shall reflect the Corporation's ownership interest therein.
- (xv) None of its funds shall be invested in securities issued by any Affiliate.
- (xvi) It shall require that at least one (1) of its directors to be an "Independent Director".
- (xvii) It shall remain solvent and pay its debts and liabilities from its assets as the same shall become due.
- (xviii) It shall not make and will not make loans to any Affiliate or other entity or hold evidence of indebtedness issued by any other entity (other than cash and investment-grade securities issued by an entity that is not an Affiliate of or subject to common ownership with such entity).

For purposes of this Article the following terms shall have the following meanings:

"Affiliate" means any person or entity other than the Corporation (i) which owns beneficially, directly, or indirectly, more than 50% of the outstanding shares of the common stock or which is otherwise in control of the Corporation, (ii) of which more than 50% of the outstanding voting securities are owned beneficially, directly or indirectly by any person or entity described in clause (i) above or (iii) which is controlled by any person or entity described in clause (i) above; provided that for the purposes of this definition the term "control" and "controlled by" shall have the meanings assigned to them in Rule 405 under the Securities Act of 1933, as amended.

"Independent Director" means a person who (i) except in the capacity as a director of the corporation, is not an employee, consultant, agent, and/or director of the corporation or any Affiliate, or a former employee, director or shareholder of the corporation or any Affiliate, (ii) is not (and is not affiliated with an entity that is) a significant advisor or consultant to the corporation, (iii) is not a spouse, child, grandchild, or sibling of any of (i) or (ii) above, (iv) is not affiliated with a company of which the corporation is a significant customer or supplier and (v)

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has not yet received, and was not a partner, member, or an employee of an entity that received, in any year within the five (5) years immediately preceding of any years during such person's incumbency as a director, fees or other income from the corporation or any Affiliate of those entities in the aggregate in excess of 1% of the gross income, for any applicable year, of such person, firm, or business. For purposes of this definition, "significant" with respect to any relationship between two Persons shall mean any transaction, services or transactions or relationship involving more than the lesser of (a) \$60,000 per calendar year or (b) 1/2 of 1 % of either Person's annual income. In the event of death, incapacity, resignation, or removal of an Independent Director, the Board of Directors of Manager shall promptly appoint a replacement Independent Director. In addition, no Independent Director may be removed unless his or her successor has been appointed. In addition to the foregoing, the Board of Directors shall not take any action requiring the unanimous affirmative vote of one hundred percent (100%) of the Directors or 100% of the members of the Company unless the Independent Director shall have participated in such vote.

"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.

- 5) Article XVI is hereby added to read as follows:

Indemnification:

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: Any indemnification obligation of the Corporation shall be fully subordinated to any obligations respecting the Company or the Property and shall not constitute a claim against the Corporation in the event that cash flow is insufficient to pay such obligations.

- 6) The date of the adoption of this Amendment was JULY 6, 2005.
- 7) The Amendments were approved by the Shareholders. The number of votes cast for the Amendments was sufficient for approval.

Signed this 6 day of JULY, 2005.

By: Abby Berkowitz Pres.
Abby Berkowitz, its Authorized Officer Pres.