

P93000026109

CAPITAL CONNECTION, INC.

417 E. Virginia Street, Suite 1 • Tallahassee, Florida 32302
(850) 224-8870 • 1-800-342-8062 • Fax (850) 222-1222

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ADI Properties, Inc.

RECEIVED

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DIVISION OF CORPORATION

Amend

Signature

Requested by:

Name

Date

Time

Walk-In

Will Pick Up

- ___ Art of Inc. File
- ___ LTD Partnership File
- ___ Foreign Corp. File
- ___ L.C. File
- ___ Fictitious Name File
- ___ Trade/Service Mark
- ___ Merger File
- ☒ Art. of Amend. File
- ___ RA Resignation
- ___ Dissolution / Withdrawal
- ___ Annual Report / Reinstatement
- ☒ Cert. Copy
- ___ Photo Copy
- ___ Certificate of Good Standing
- ___ Certificate of Status
- ___ Certificate of Fictitious Name
- ___ Corp Record Search
- ___ Officer Search
- ___ Fictitious Search
- ___ Fictitious Owner Search
- ___ Vehicle Search
- ___ Driving Record
- ___ UCC 1 or 3 File
- ___ UCC 11 Search
- ___ UCC 11 Retrieval

SECRETARY OF STATE
TALLAHASSEE, FLORIDA

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FILED

ME
8/7

Courier

**ARTICLES OF AMENDMENT
TO
ARTICLES OF INCORPORATION
OF**

ADI PROPERTIES, INC.
(present name)

FILED
98 AUG -7 AM 11:36
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

Pursuant to the provisions of section 607.1006, Florida Statutes, this Florida profit corporation adopts the following articles of amendment to its articles of incorporation:

FIRST: Amendment(s) adopted: (indicate article number(s) being amended, added or deleted)

ARTICLE XIV. SINGLE-ASSET ENTITY REQUIREMENTS

Notwithstanding anything set forth in these Articles to the contrary, until such time as the Corporation has fully repaid that certain loan from Greenwich Capital Financial Products, Inc. for \$3,200,000.00 (the "Greenwich Financing") secured by the Corporation's interest in that certain real property located at 9091 Taft Street, Pembroke Pines, Florida (the "Property"), the Corporation:

(a) shall not own any assets other than (i) the Property, (ii) incidental personal property necessary for the operation of the Property, and (iii) the cash proceeds thereof;

(b) shall not engage in any business other than the ownership, management and operation of the Property;

(c) shall not enter into any contract or agreement with any director, shareholder or affiliate except upon terms and conditions that are intrinsically fair and substantially similar to those that would be available on an arms-length basis with third parties other than an affiliate;

(d) shall not incur any debt, secured or unsecured, direct or contingent (including guaranteeing any obligation), other than (i) the Greenwich Financing, and (ii) affiliate advances or trade payables or accrued expenses incurred in the ordinary course of business of operating the Property;

(e) shall not make any loans or advances to any third party (including any affiliate);

(f) shall be solvent and pay its debt from its assets as the same shall become due;

(g) shall do all things necessary to preserve its existence, and shall not

amend, modify or otherwise change these Articles or the Corporation's By-Laws, or other organizational documents in a manner which adversely affects its existence as a single purpose entity;

(h) shall continuously maintain its existence and right to do business in the state where the Property is located;

(i) shall maintain books and records and bank accounts separate from those of its affiliates, including its directors and shareholders;

(k) shall be, and at all times will hold itself out to the public as, a legal entity separate and distinct from any other entity, including any affiliate thereof;

(l) shall file its own tax returns;

(m) shall maintain adequate capital for the normal obligations reasonably foreseeable in a business of its size and character and in light of its contemplated business operations;

(n) shall not seek, acquiesce in, or suffer or permit the dissolution or winding up, in whole or in part, of the Corporation;

(o) shall not enter into any transaction of merger or consolidation, or acquire by purchase or otherwise all or substantially all of the business or assets of, or any stock or beneficial ownership of, any entity;

(p) shall not commingle its funds and other assets with those of any affiliate or any other person;

(q) shall maintain its assets in such a manner that it is not costly or difficult to segregate, ascertain or identify its individual assets from those of any affiliate or any other person; and

(r) shall not hold itself out to be responsible for the debts or obligations of any other person.

SECOND: If an amendment provides for an exchange, reclassification or cancellation of issued shares, provisions for implementing the amendment if not contained in the amendment itself, are as follows:

N/A

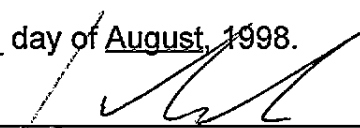
THIRD: The date of each amendment's adoption: August 3, 1998.

FOURTH: Adoption of Amendment(s)

- ☒ The amendment(s) was/were approved by the shareholders. The number of votes cast for the amendment(s) was/were sufficient for approval.

Signed this 6 day of August, 1998.

Signature


(By the Chairman or Vice Chairman of the Board of Directors, President or other officer if adopted by the shareholders)

OR

(By a director if adopted by the directors)

OR

(By an incorporator if adopted by the incorporators)

Israel Gurfinkel

Typed or printed name

Vice-President

Title

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