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SAMUEL J. CANTOR, P.A.

ATTORNEY AT LAW

6700 BROKEN SOUND PARKWAY NW, #200

BOCA RATON, FLORIDA 33487

(561) 982-9555

TELEFAX (561) 982-9539

SAMUEL J. CANTOR*

*ALSO MEMBER OF PENNSYLVANIA BAR

February 13, 2002

Division of Corporations
Amendment Filing Section
409 E. Gaines Street
Tallahassee, Florida 32399

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-02/14/02--01053--002
*****35.00 *****35.00

Re: Manchester Leeds, Corp.

Gentlemen/Ladies:

Enclosed herewith please find the original and a copy of Amended Articles of Incorporation for the above-referenced corporation, a check in the amount of thirty-five (\$35.00) dollars for the filing fee, along with a self-addressed Federal Express airbill (with our account number) and envelope for return of the copy to this office.

Very truly yours,


Samuel J. Cantor

SJC:jac
Enclosures

VIA FEDERAL EXPRESS

FILED
02 FEB 14 AM 11:15
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

Amend
T. Lewis 2/18/02

AMENDED ARTICLES OF INCORPORATION

of

MANCHESTER LEEDS, CORP.

FILED
02 FEB 14 AM 11:15
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

Pursuant to the provisions of Section 607.1001 to the Florida General Corporation Act, the undersigned Corporation adopts the Article of Amendments to its Articles of Incorporation.

1. The name of the corporation is MANCHESTER LEEDS, CORP.
2. The following amendment to the Articles of Incorporation was unanimously adopted by Shareholders and the Directors owning one hundred (100%) percent of the issued and outstanding stock of the Corporation at a special meeting of the Shareholders and Directors held on February 13, 2002, in a manner prescribed by the Florida General Corporation Act, Section 607.1003.

A. ARTICLE II is hereby deleted and there shall be substituted therefore the following:

ARTICLE II

1. Covenants With Respect to Indebtedness: Operations and Fundamental Changes of the Corporation. The Corporation has entered into and received certain financing (the "Financing") from Column Financial, Inc. (together with its successors and assigns, the "Lender"), which Financing is secured by a first mortgage lien on certain real and other property located at 2717 West Cypress Creek Road, Fort Lauderdale, Florida (the "Property"). With respect to the Financing and the Property the Corporation:

- (a) does not own and will not own any encumbered asset other than (i) the Property, (ii) incidental personal property necessary for the operation of the Property;
- (b) is not engaged and will not engage in any business other than the ownership, management and operation of the Property;
- (c) will not enter into any contract or agreement with any general partner, principal, member or affiliate of the Corporation or any affiliate of any such general partner, principal, or member of the Corporation, 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) has not incurred and will not incur any debt, secured or unsecured, direct or contingent (including guaranteeing any obligation) other than (i) the secured indebtedness, and (ii) trade payables or accrued expenses incurred

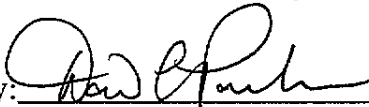
in the ordinary course of business of operating the Property; no debt whatsoever may be secured (senior, subordinate or pari passu) by the Property;

- (e) has not made and will not make any loans or advances to any third party (including any general partner, principal, member or affiliate of the Corporation, or any guarantor);
- (f) is and will be solvent and pay its debts from its assets as the same shall become due;
- (g) has done or caused to be done and will do all things necessary to preserve its existence and corporate, limited liability company and partnership formalities (as applicable), and will not, nor will any partner, limited or general, or member or shareholder thereof, amend, modify or otherwise change its partnership certificate, partnership agreement, certificate or articles of incorporation or organization, or by-laws or operating agreement or regulations, in a manner which adversely affects the Corporation's, or any such partner's member's or shareholder's existence as a single-purpose, single-asset "bankruptcy remote" entity;
- (h) will conduct and operate its business as presently conducted and operated;
- (i) will maintain books and records and bank accounts separate from those of its affiliates, including its general partners, principals and members;
- (j) will 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 general partner, principal, member or affiliate);
- (k) will file its own tax returns;
- (l) will 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;
- (m) will not, nor will any shareholder, partner, member or affiliate, seek the dissolution or winding up, in whole or in part, of the Corporation;
- (n) will 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;
- (o) will not commingle the funds and other assets of the Corporation with those of any general partner, principal, member or affiliate, or any other person;

- (p) has and will 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;
- (q) has, and any general partner or operating member of the Corporation has, at all times since its formation, observed all legal and customary formalities regarding its formation and will continue to observe all legal and customary formalities;
- (r) does not and will not hold itself out to be responsible for the debts or obligations of any other person; and
- (s) upon the commencement of a voluntary or involuntary bankruptcy proceeding by or against the Corporation, the Corporation shall not seek a supplemental stay or otherwise pursuant to 11 U.S.C. 105 or any other provision of the Bankruptcy Act, or any other debtor relief law (whether statutory, common law, case law, or otherwise) of any jurisdiction whatsoever, now or hereafter in effect, which may be or become applicable, to stay, interdict, condition, reduce or inhibit the ability of the Lender to enforce any rights of Lender against any guarantor or indemnitor of the secured obligations or any other party liable with respect thereto by virtue of any indemnity, guaranty or otherwise.


3. Except as modified herein the Articles of Incorporation of the above-named corporation remain in full force and effect.

MANCHESTER LEEDS, CORP.

By: 

Print Name: David L. Parker

Title: President

ATTEST:  secretary
Print Name: Christine Lo
Title: Secretary