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ARLENE M. RASILE
305-789-9344

November 7, 2000

Via Federal Express

Secretary of State of Florida
UCC Filings
409 E. Gaines Street
Tallahassee, Florida 32399

Re: Articles of Amendment to the Articles of Incorporation of Adlee, Inc., a
Florida corporation

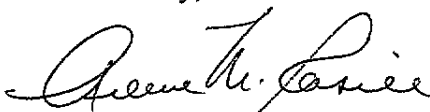
Dear Sir or Madam:

With respect to the above-referenced corporation, enclosed please find our check in the amount of \$43.75 which sum represents the filing fee for Articles of Amendment and the fee for a certified copy of the Articles of Amendment. Please forward the certified copy of the Articles of Amendment in the enclosed Federal Express envelope for our receipt no later than Thursday, November 9, 2000.

Should you have any questions, please contact me at (305) 789-9344.

Thank you for your assistance in this matter.

Sincerely,



Arlene M. Rasile
Legal Assistant

enclosure

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00 NOV -8 PM 12:10
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

2029 CENTURY PARK EAST
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*all
11-20
amend*

ARTICLES OF AMENDMENT
to the
ARTICLES OF INCORPORATION
of
ADLEE, INC.,
a Florida corporation

FILED
00 NOV -8 PM 12:19
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

1. The name of the corporation is ADLEE, INC. (the "Corporation"), and its principal office is at 1400 N.W. 107th Avenue, 33172-2704 in the City of Miami, in the County of Miami-Dade and State of Florida.

2. Article ELEVENTH of the Articles of Incorporation is hereby amended to reflect that all references to PW in the Articles shall be deemed to be references to Lender (as hereinafter defined).

3. The Articles of Incorporation of the Corporation are hereby amended to include an Article TWELFTH to read as follows:

"TWELFTH: For so long as the mortgage loan made by Credit Suisse First Boston Mortgage Capital, LLC ("Lender") to Adlee Developers, Ltd, a Florida limited partnership (the "Partnership"), of which the Corporation is the sole general partner, or any part thereof shall remain outstanding, the following restrictions shall govern the internal affairs of the Corporation:

(a) The Corporation shall not own any asset or property other than its general partnership interest in the Partnership (the "General Partnership Interest") and shall not permit the Partnership to own any asset or property other than (i) the property encumbered by the mortgage securing the Loan (the "Property") and (ii) incidental personal property necessary for the ownership or operation of the Property.

(b) The Corporation will not engage in any business other than the ownership of the General Partnership Interest and the Corporation will conduct and operate its business as presently conducted and operated. The Corporation will not permit the Partnership to engage in any business other than the ownership, management and operation of the Property and the Corporation shall cause the Partnership to conduct and operate its business as presently conducted and operated.

(c) The Corporation will not enter into, or permit the Partnership to enter into, any contract or agreement with any affiliate of the Corporation or the Partnership, any constituent party of the Corporation or the Partnership, any guarantor of the Loan or any part thereof ("Guarantor") or any affiliate of any constituent party or Guarantor, 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 any such party.

(d) The Corporation shall not, and shall not permit the Partnership to, incur any indebtedness, secured or unsecured, direct or indirect, absolute or contingent (including

guaranteeing any obligation), other than (i) the Loan, (ii) unsecured trade and operational debt incurred in the ordinary course of business not outstanding for more than sixty (60) days with trade creditors and in amounts as are normal and reasonable under the circumstances, but, in no event, to exceed \$182,500.00 in the aggregate, and (iii) debt incurred in the financing of equipment and other personal property used on the Property.

(e) The Corporation shall not, and shall not permit the Partnership to, make any loans or advances to any third party (including any affiliate or constituent party, any Guarantor or any affiliate of any constituent party or Guarantor), and shall not acquire obligations or securities of its affiliates or permit the Partnership to acquire obligations or securities of its affiliates.

(f) The Corporation will pay, and shall cause the Partnership to pay, its debts and liabilities (including, as applicable, shared personnel and overhead expenses) from its own assets.

(g) The Corporation will do, and shall cause the Partnership to do, all things necessary to observe organizational formalities and preserve the existence of the Corporation and the Partnership, and the Corporation will not, nor will the Corporation permit the Partnership to, amend, modify or otherwise change the partnership certificate, partnership agreement, articles of incorporation and bylaws or other organizational documents of the Corporation or the Partnership without the prior written consent of the holder of the Loan.

(h) The Corporation will maintain, and cause the partnership to maintain, all of its books, records, financial statements and bank accounts separate from those of its affiliates and any constituent party and the Corporation will file, and cause the Partnership to file, its own tax returns unless required otherwise by applicable law. The Corporation shall maintain, and shall cause the Partnership to maintain, its books, records, resolutions and agreements as official records.

(i) The Corporation shall at all times hold itself out to the public as, and shall cause the Partnership to at all times hold itself out to the public as, a legal entity separate and distinct from any other entity (including any affiliate of the Corporation, the Partnership, any constituent party of Corporation, any Guarantor or any affiliate of any constituent party or Guarantor), shall correct, and cause the Partnership to correct, any known misunderstanding regarding its status as a separate entity, shall conduct, and cause the Partnership to conduct, business in its own name, shall not identify, or permit the Partnership to identify, itself or any of its affiliates as a division or part of the other and shall maintain and utilize, and cause the Partnership to maintain and utilize, a separate telephone number and separate stationery, invoices and checks.

(j) Neither the Corporation nor any constituent party will seek the dissolution, winding up, liquidation, consolidation or merger in whole or in part, of the Corporation or the Partnership.

(k) The Corporation will not commingle, or permit the Partnership to commingle, the funds and other assets of the Corporation or the Partnership with those of any affiliate or constituent party, any Guarantor, or any affiliate of any constituent party of Guarantor, or any other person.

(l) The Corporation shall maintain, and cause the Partnership to maintain, its assets in such a manner that it will not be costly or difficult to segregate, ascertain or identify its individual assets from those of any affiliate or constituent party, any Guarantor, or any affiliate of any constituent party or Guarantor, or any other person.

(m) The Corporation shall not, and shall not permit the Guarantor to, guarantee, become obligated for, or hold itself out to be responsible for the debts or obligations of any other person or entity other than the Partnership or the decisions or actions respecting the daily business or affairs of any other person or entity other than the Partnership.

(n) The Corporation will not permit any affiliate or constituent party independent access to its bank accounts or permit any affiliate or constituent party of the Partnership other than the Corporation independent access to the Partnership's bank accounts.

(o) The Corporation shall pay, and shall cause the Partnership to pay, the salaries of its own employees.

4. In the event of any conflict between these Articles of Amendment and the Bylaws of the Corporation, these Articles of Amendment shall control.

5. These Articles of Amendment were approved on November __, 2000, by the unanimous written consent of all of the holders of common stock of the Corporation, which is the only group of its shareholders entitled to vote on these Articles of Amendment, and which was sufficient for approval of these Articles of Amendment.

IN WITNESS WHEREOF, ADLEE, INC. has caused these Articles of Amendment to be executed this 6th day of November, 2000.

ADLEE, INC.

By: 

Name: Michael M. Adler

Title: President