

P98000095993

Requestor's Name
 315 SOUTH CALHOUN STREET
 Address
 Tallahassee, Florida 32301
 City/State/Zip Phone #
 224-7000

200002730232-0
 -01/05/99--01041-019
 *****43.75 *****43.75

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CORPORATION NAME(S) & DOCUMENT NUMBER(S), (if known):

1. Kendall Panther Inc Amend
 (Corporation Name) (Document #)
2. _____
 (Corporation Name) (Document #)
3. _____
 (Corporation Name) (Document #)
4. _____
 (Corporation Name) (Document #)

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 SECRETARY OF STATE
 TALLAHASSEE, FLORIDA

- Walk-in Pick up time _____ Certified Copy
 Mail-out Will wait Photocopy Certificate of Status

NEW FILINGS	
<input type="checkbox"/>	Part
<input type="checkbox"/>	NonProfit
<input type="checkbox"/>	Limited Liability
<input type="checkbox"/>	Domestication
<input type="checkbox"/>	Other

AMENDMENTS	
<input checked="" type="checkbox"/>	Amendment to Articles of Incorporation
<input type="checkbox"/>	Resignation of R.A. Officer/ Director
<input type="checkbox"/>	Change of Registered Agent
<input type="checkbox"/>	Dissolution/Withdrawal
<input type="checkbox"/>	Merger

to Articles of Incorporation

OTHER FILINGS	
<input type="checkbox"/>	Annual Report
<input type="checkbox"/>	Fictitious Name
<input type="checkbox"/>	Name Reservation

REGISTRATION/QUALIFICATION	
<input type="checkbox"/>	Foreign
<input type="checkbox"/>	Limited Partnership
<input type="checkbox"/>	Restatement
<input type="checkbox"/>	Trademark
<input type="checkbox"/>	Other

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 99 JAN -5 AM 11:09
 DIVISION OF CORPORATION

X00789, 00563,
 00672
 DR
 1/15/99



FLORIDA DEPARTMENT OF STATE
Katherine Harris
Secretary of State

January 6, 1999

Holland & Knight
315 South Calhoun St.
Tallahassee, FL 32301

SUBJECT: KENDALL PANTHER, INC.
Ref. Number: P98000095993

We have received your document for KENDALL PANTHER, INC. and your check(s) totaling \$43.75. However, the enclosed document has not been filed and is being returned for the following correction(s):

The date of adoption of each amendment must be included in the document.

If you have any questions concerning the filing of your document, please call (850) 487-6907.

Annette Ramsey
Corporate Specialist

Letter Number: 699A00000460

**AMENDMENT TO ARTICLES OF INCORPORATION
OF
KENDALL PANTHER, INC.**

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TALLAHASSEE, FLORIDA

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

Article II is hereby being modified and amended as follow:

ARTICLE II. NATURE OF BUSINESS AND LIMITATION
OF BUSINESS PURPOSE

The business and activities of said corporation are hereby limited to being a Single Purpose Entity (SPE) for the purpose of acting as General Partner of Kendall Investment Associates, Ltd, a Florida Limited Partnership, to manage and operate the 12501 and 12515 North Kendall Drive, Miami-Dade County, Miami, Florida, known as Kendall corporate Centre.

The corporation status as a Single Purpose Entity shall not be subject to amendment or change during the period any mortgage or securities are outstanding to GMAC COMMERCIAL MORTGAGE CORPORATION, a California corporation and as such shall be subject to the following covenants:

Single Purpose Entity. (a) It has not and shall not:

(i) engage in any business or activity other than the ownership, operation and maintenance of the Property, and activities incidental thereto;

(ii) acquire or own any material assets other than (A) the Property, and (B) such incidental Personal Property as may be necessary for the operation of the Property;

(iii) merge into or consolidate with any person or

entity or dissolve, terminate or liquidate in whole or in part, transfer or otherwise dispose of all or substantially all of its assets or change its legal structure without, in each case, Lender's consent;

(iv) fail to preserve its existence as an entity duly organized, validly existing and in good standing (if applicable) under the laws of the jurisdiction of its organization or formation, or without the prior written consent of Lender, amend, modify, terminate or fail to comply with the provisions of Borrower's Partnership Agreement, Articles or Certificate of Incorporation, Operating Agreement or similar organizational documents, as the case may be, as same may be further amended or supplemented, if such amendment, modification, termination or failure to comply would adversely affect the ability of Borrower to perform its obligations hereunder, under the Note or under the Other Security Documents;

(v) own any subsidiary or make any investment in, any person or entity without the consent of Lender;

(vi) commingle its assets with the assets of any of its general partners, members, shareholders, affiliates, principals or of any other person or entity;

(vii) incur any debt, secured or unsecured, direct or contingent (including guaranteeing any obligation), other than the Debt and trade payables incurred in the ordinary course of business, provided same are paid when due;

(viii) fail to maintain its records, books of account and bank accounts separate and apart from those of the general

partners, members, shareholders, principals and affiliates of Borrower, the affiliates of a general partner or member, or shareholder of Borrower, and any other person or entity;

(ix) enter into any contract or agreement with any general partner, member, shareholder, principal or affiliate of Borrower, Guarantor or Indemnitor, or any general partner, member, principal or affiliate thereof, 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 general partner, member, shareholder, principal or affiliate of Borrower, Guarantor or Indemnitor, or any general partner, member, principal or affiliate thereof;

(x) seek the dissolution or winding up, in whole or in part, of Borrower;

(xi) maintain its assets in such a manner that it will be costly or difficult to segregate, ascertain or identify its individual assets from those of any general partner, member, shareholder, principal or affiliate of Borrower, or any general partner, member, shareholder, principal or affiliate thereof or any other person;

(xii) hold itself out to be responsible for the debts of another person;

(xiii) make any loans or advances to any third party, including any general partner, member, shareholder, principal or affiliate of Borrower, or any general partner, principal or affiliate thereof;

(xiv) fail to file its own tax returns;

(xv) agree to, enter into or consummate any transaction which would render Borrower unable to furnish the certification or other evidence referred to in Section (b) hereinafter set forth below:

(xvi) fail either to hold itself out to the public as a legal entity separate and distinct from any other entity or person or to conduct its business solely in its own name in order not (A) to mislead others as to the identity with which such other party is transacting business, or (B) to suggest that Borrower is responsible for the debts of any third party (including any general partner, principal or affiliate of Borrower, or any general partner, principal or affiliate thereof);

(xvii) fail to 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;
or

(xviii) file or consent to the filing of any petition, either voluntary or involuntary, to take advantage of any applicable insolvency, bankruptcy, liquidation or reorganization statute, or make an assignment for the benefit of creditors.

(b) The Borrower is a limited partnership and the general partner is a Single Purpose Entity and a corporation whose sole asset is its interest in Borrower and the general partner, will, at all times, comply and will cause Borrower to comply with each of the covenants, terms and provisions contained in Section (a) (i) thru (xviii) above. Only the SPE Member may be designated as a manager under the law where the Borrower is organized.

The Amendment was adopted by the board of directors without shareholder action and shareholder action was not required on 11/18/98.

In all other respects, the Articles of Incorporation shall remain as they were prior to this Amendment being adopted.

The undersigned officer and director has executed these Articles of Amendment to Articles of Incorporation on DECEMBER 11, 1998.

By: 

President/Director

revised 12/10/98