

Document Number Only

A08521

CT CORPORATION SYSTEM

660 EAST JEFFERSON STREET

Requestor's Name
TALLAHASSEE, FL 32301

Address
222-1092

City State Zip Phone

CORPORATION(S) NAME

900002484439--2

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Mack - Metropolitan, Ltd.

Changing name to:

Mack - Cali Metropolitan, Ltd.

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|--|---|---|
| <input type="checkbox"/> Profit | <input checked="" type="checkbox"/> Amendment | <input type="checkbox"/> Merger |
| <input type="checkbox"/> NonProfit | | |
| <input type="checkbox"/> Limited Liability Co. | | |
| <input type="checkbox"/> Foreign | <input type="checkbox"/> Dissolution/Withdrawal | <input type="checkbox"/> Mark |
| <input type="checkbox"/> Limited Partnership | <input type="checkbox"/> Annual Report | <input type="checkbox"/> Other |
| <input type="checkbox"/> Reinstatement | <input type="checkbox"/> Reservation | <input type="checkbox"/> Change of R.A. |
| | | <input type="checkbox"/> Fictitious Name Filing |
| <input type="checkbox"/> Certified Copy | <input type="checkbox"/> Photo Copies | <input type="checkbox"/> CUS |
| <input type="checkbox"/> Call When Ready | <input type="checkbox"/> Call if Problem | <input type="checkbox"/> After 4:30 |
| <input checked="" type="checkbox"/> Walk In | <input type="checkbox"/> Will Wait | <input checked="" type="checkbox"/> Pick Up |
| <input type="checkbox"/> Mail Out | | |

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Document Examiner	DCC
Updater	DCC
Verifier	
Ver Acknowledgment	DCC
Acting Verifier	DCC
W. P. Verifier	DCC

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CERTIFICATE OF AMENDMENT
TO THE
CERTIFICATE OF LIMITED PARTNERSHIP
OF

MACK-METROPOLITAN, LTD.

(Insert name currently on file with the Florida Dept. of State)

Pursuant to the provisions of sections 620.109, Florida Statutes, this Florida limited partnership, whose certificate was filed with the Florida Department of State on January 25, 1980 and as amended on January 9, 1981, November 8, 1982, June 26, 1984, February 8, 1988, July 27, 1993, August 17, 1997, adopts the following certificate of amendment to its certificate of limited partnership:

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

Article 1 of the Certificate of Limited Partnership is amended to read as follows:

Name of Partnership: The name of the partnership is MACK-CALI METROPOLITAN, LTD.

Articles 2 through 14 of the Certificate of Limited Partnership and all previously recorded amendments to the Certificate of Limited Partnership are deleted in their entirety and hereby replaced with the following:

2. The principal address of the limited partnership is 11 Commerce Drive, Cranford, New Jersey 07016
3. Registered Agent: CT Corporation System
Registered Office: 1200 South Pine Island Road
Plantation, Florida 33324
4. The Character of its business is:

The Partnership is formed to engage solely in the following activities:

(a) To execute and deliver any and all instruments, agreements, certificates, documents, notices, papers or other writings as may be necessary or advisable in connection with the acquisition by the Partnership of various properties located in the state of Florida (the "Property");

(b) To engage in any activities necessary to hold, receive, exchange, otherwise dispose of and otherwise deal in and exercise all rights, powers, privileges, and all other incidents of ownership or possession with respect to the Property and all or any property or interests which may be acquired by the Partnership as a result of any sale or other disposition of any Property;

(c) To engage in any activities necessary to authorize, execute and deliver any other instrument, agreement, certificate, notice or document in connection with the activities described above, including the filing of any instruments, agreements, certificates, notices, applications and other documents necessary or advisable to comply with any applicable laws, statutes, rules and regulations to perfect or protect the above-referenced security interests;

(d) To take any and all actions necessary under and pursuant to the partnership agreement of the Partnership; and

(e) To engage in such lawful activities and to exercise such powers permitted to limited partnerships under the Laws of the State of Florida that are necessarily incident to or connected with the foregoing or necessary or convenient to accomplish the foregoing and which are consistent with the limitations set forth above.

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5. The term for which the Partnership is to exist is: Until May 31, 2095

6. The name and place of residence of each General Partner is:

NAME

ADDRESS (INCLUDE STREET NUMBER)

Mack-Cali Sub XX, Inc.

11 Commerce Drive
Cranford, New Jersey 07016

F97000006299

The name and place of residence of each Limited Partner is:

NAME

ADDRESS (INCLUDES STREET NUMBER)

Mack-Cali Realty, L.P.

11 Commerce Drive
Cranford, New Jersey 07016

7. Do the Limited Partners have the power to grant the right to become a Limited Partner to Assignee of any part of their Partnership? X Yes ___ No.

(a) No Partner's Partnership Interest (including either any portion or the entirety thereof) shall be sold, transferred, assigned, pledged, hypothecated or otherwise disposed of or encumbered, other than to another Partner;

(b) The General Partners may require the purchaser, transferee or assignee to pay all costs incurred in implementing the transfer;

(c) Partnership Interests may only be sold, transferred or assigned if the proposed purchaser, transferee or assignee agrees in written form satisfactory to the General Partners to be bound by the Partnership Agreement as then in effect and gives notice to the General Partners of the consummation of such sale, transfer or assignment;

(d) Any purchaser, transferee or assignee of a Partnership Interest shall become a substituted Partner only with the consent of the General Partners, which consent may be granted or refused in the General Partners' discretion, and only upon compliance with all applicable provisions of law; and

(e) No sale, transfer or assignment shall release the selling, transferring or assigning Partner from any of its obligations under the Partnership Agreement unless its purchaser, transferee or assignee becomes a substituted Partner.

8. If agreed upon, list when or what must occur to enable a Partner to terminate his or her membership in the Partnership?

No time or event is agreed upon which would permit a Partner to terminate its membership in the Partnership.

9. Does the Limited Partner have the right to receive Distributions from a Partner which includes a return of all or any part of the Partner's Contributions?

___ Yes X No

10. Does the General Partner have the right to make distributions to a Partner which includes a return of all of any part of the Partner's Contributions?

X Yes ___ No. If Yes, Set Forth the terms.

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The General Partners are obligated to make distributions of Net Income for any fiscal year or other applicable period to the Partners in accordance with their respective Percentage Interests.

11. When or upon what events occurring is this Limited Partnership to be dissolved and its affairs wound up?

(a) The bankruptcy, withdrawal, dissolution, termination or retirement of a General Partner or any other event which under the Act causes a dissolution of a partnership;

(b) Dissolution required by operation of law;

(c) The sale or disposition of all or substantially all of the assets of the Partnership;

(d) Expiration of the term of the Partnership; or

(e) The election to dissolve the Partnership made in writing by the affirmative unanimous vote of the Partners.

12. What are the rights of the remaining General Partners to continue the business in the event that a General Partner withdraws:

An event of withdrawal of a Partner shall not be a dissolution event if there shall be a continuing General Partner. If any event of withdrawal of a General Partner would cause dissolution of the Partnership, such dissolution shall not occur if all remaining Partners (or such lesser percentage of such Partners as may be permitted by the Act, but in no event less than a majority in interest of all continuing Limited Partners), within ninety (90) days of the occurrence of such event, agree in writing to the continuation of the Partnership and to the appointment of one or more additional general partners as necessary or desired.

13. List any other matters that the Partners decide to include: N/A

(END OF AMENDMENTS)

SECOND: The certificate of amendment shall be effective at the time of its filing with the Florida Department of State.

THIRD: Signature(s) of new general partner(s), if applicable:

Mack-Cali Sub XX, Inc.

By:

Roger W. Thomas
Executive Vice President

(FLA. - LP 2930 - 1/7/97).

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