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REFERENCE : 512117 8690A

AUTHORIZATION :

Patricia Pizzuto

COST LIMIT : \$ 87.50

ORDER DATE : August 28, 1997

ORDER TIME : 10:01 AM

ORDER NO. : 512117-005

CUSTOMER NO: 8690A

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CUSTOMER: Jennifer Levin, Esq
Bedzow Korn & Kan, P.a.
P. O. Box 8020

Hallandale, FL 33008

DOMESTIC AMENDMENT FILING

NAME: KENDALL 157 SUPERSTORE, INC.

EFFECTIVE DATE:

XX ARTICLES OF AMENDMENT
 RESTATED ARTICLES OF INCORPORATION

PLEASE RETURN THE FOLLOWING AS PROOF OF FILING:

XX CERTIFIED COPY
 PLAIN STAMPED COPY
 CERTIFICATE OF GOOD STANDING

CONTACT PERSON: Andrew Cumper

EXAMINER'S INITIALS:

8/28
Amend
C.C.

FILED
97 AUG 28 PM 2:13
RECEIVED
SECRETARY OF STATE
TALLAHASSEE FLORIDA
DIVISION OF CORPORATION

ARTICLES OF AMENDMENT OF THE
ARTICLES OF INCORPORATION
OF KENDALL 157 SUPERSTORE, INC.

FILED

97 AUG 28 PM 2: 13

SECRETARY OF STATE
TALLAHASSEE, FLORIDA

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

- I. The name of the corporation is: KENDALL 157 SUPERSTORE, INC.
- II. The text of each amendment as adopted is as follows:
 - A. ARTICLE III-PURPOSE, is hereby amended to read as follows:

The purpose for which the Corporation is organized is limited to acquiring, owning and holding general partnership interests in Kendall 157 Superstore, Ltd., a Florida limited partnership (the "Partnership") pursuant to the respective terms and conditions of the Amended and Restated Agreement of Limited Partnership of the Partnership effective as of May 12, 1995 (the "Limited Partnership Agreement") and to transact any and all lawful business for which a corporation may be incorporated under the General Corporation Law of the State of Florida that is incident and necessary or appropriate to the foregoing. The Corporation may not incur any indebtedness.

- B. ARTICLE X-INDEMNIFICATION, is hereby amended to read as follows:

This Corporation shall indemnify any present or former officer, director, employee, consultant or agent to the full extent permitted by law. However, any such indemnification shall (i) be fully subordinate to any and all obligations imposed by the Mortgage and (ii) not constitute a claim against the Corporation so long as the Mortgage shall be in effect.

- C. A new ARTICLE XI-ACTIONS REQUIRING UNANIMOUS VOTE, is hereby added to read as follows:

Notwithstanding any other provision of the Articles of Incorporation and any provision of law that otherwise so empowers the Corporation, until such time as all obligations evidenced by a Mortgage and Security Agreement, Assignment of Leases and Rents entered into between First Union National Bank, a national banking association (collectively the "Mortgage") and the

Partnership has been discharged, the Corporation shall not, without the unanimous affirmative vote of the members of its Board of Directors, do any of the following:

1. amend, alter, change or repeal any provision of these Articles of Incorporation or cause any provision of the Limited Partnership Agreement (or any successor provisions thereto, however designated) to be amended, altered, changed or repealed; provided, however, that so long as the Mortgage shall be in effect the Corporation shall not amend, alter, change or repeal any provision of these Articles of Incorporation under any circumstances;

2. dissolve or liquidate, in whole or in part, consolidate or merge with or into any other entity or convey, sell or transfer its properties and assets substantially as an entirety to any entity, or cause the Limited Partnership to dissolve, wind up or liquidate, in whole or in part or merge with or into any other entity or convey, sell or transfer its properties and assets substantially as an entirety to any entity, so long as the Mortgage shall be in effect;

3. engage in any business or activity other than as set forth in these Articles of Incorporation, or cause the Limited Partnership to engage in any business or activity other than as set forth in the Limited Partnership Agreement (or any successor provision thereto, however designated);

4. sell, transfer, exchange, convey, encumber or otherwise dispose of any or all of the Corporation's right, title or interest as the General Partner of the Limited Partnership;

5. file a voluntary petition or otherwise initiate or consent to proceedings to be adjudicated insolvent or seeking an order for relief as a debtor under the United States Bankruptcy Code, as amended 11 U.S.C. §§ 101, et seq.) (the "Bankruptcy Code"), or file or consent to the filing of any petition seeking any composition, reorganization, readjustment, liquidation, dissolution or similar relief under the present or any future federal bankruptcy laws or any other present or future applicable federal, state or other statute or law relative to bankruptcy, insolvency or other relief for debtors; or seek or consent to the appointment of any trustee, receiver, conservator, assignee, sequestrator, custodian, liquidator (or other similar official) of the Corporation or of all of any Substantial part of the properties and assets of the corporation, or make or consent to any

general assignment for the benefit of creditors, or admit in writing its inability to pay its debts generally as they become due, or declare or effect a moratorium on its debt or take any corporate action in furtherance of any such action; or

6. cause the Limited Partnership to file a voluntary petition or otherwise initiate or consent to proceedings to be adjudicated insolvent or seeking an order for relief as a debtor under the Bankruptcy Code, or cause the Limited Partnership to file or consent to the filing of any petition seeking any composition, reorganization, readjustment, liquidation, dissolution or similar relief under the present or any future federal bankruptcy laws or any other present or future applicable federal, state or other statute or law relative to bankruptcy, insolvency or other relief for debtors; or cause the Limited Partnership to seek or consent to the appointment of any trustee, receiver, conservator, assignee, sequestrator, custodian, liquidator (or other similar official) of the Limited Partnership or of all of any substantial part of the properties and assets of the Limited Partnership, or cause the Limited Partnership to make or consent to any general assignment for the benefit of creditors, or admit in writing its inability to pay its debts generally as they become due, or declare or effect a moratorium on its debt or take any new membership action in furtherance of any such action; or

D. A new ARTICLE XII-SEPARATENESS, is hereby added to read as follows:

The Corporation shall (i) observe all corporate formalities, including the maintenance of current minute books, (ii) maintain its own separate and distinct books of account and corporate records, (iii) cause its financial statements to be prepared in accordance with generally accepted accounting principles in a manner that indicates the separate existence of the Corporation and its assets and liabilities, (iv) pay all its liabilities out of its own funds, (v) in all dealings with the public, identify itself, and conduct its own business, under its own name and as separate and distinct entity, (vi) independently make decisions with respect to its business and daily operations, (vii) maintain an arm's length relationship with its affiliates, (viii) pay the salaries of its own employees, (ix) allocate fairly and reasonably any overhead for shared office space, (x) use separate stationary, invoices and checks, (xi) at all times remain solvent, (xii) file its own tax return and

(xiii) maintain adequate capital sufficient to carry out these enumerated covenants.

- E. A new ARTICLE XIII-PROHIBITED ACTIONS, is hereby added to read as follows:

The Corporation shall not (i) commingle its assets with those of, or pledge its assets for the benefit of, any other person, (ii) assume or guarantee, or hold out its credit as being available to satisfy, the liabilities of any other person, (iii) acquire obligations or securities of, or make loans or advances to, any affiliate.

So long as the Mortgage shall be in effect, the Corporation shall not take any action to withdraw as the General Partner of the Limited Partnership.


The Corporation shall not amend, alter, change or repeal any provision contained in these Articles of Incorporation, or add or insert any other provisions herein except in accordance with the terms and provisions of the Mortgage. All rights, preferences and privileges of whatsoever nature conferred upon stockholder, directors or any other persons whomsoever by and pursuant to these Articles of Incorporation in its present form or as amended are granted subject to the rights reserved in this paragraph.

III. The date of adoption of each amendment was: August 27, 1997.

IV. Each amendment was adopted by: Duly approved shareholder action in accordance with the provisions of § 607.1003(6).

V. These amendments will be effective upon filing.

Date: August 27, 1997.



LAWRENCE E. SUCHMAN, President/Sole Director