

Division of Corporations

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BASIC AMENDMENT

ADLER PCC, INC.

Certificate of Status	1
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AMEND
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**ARTICLES OF AMENDMENT
to the
ARTICLES OF INCORPORATION
of
ADLER PCC, INC.,
a Florida corporation**

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TALLAHASSEE, FLORIDA

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

2. The Articles of Incorporation of the Corporation are hereby amended to include an Article **SEVENTH** to read as follows:

"SEVENTH: For so long as the mortgage loan ("Loan") made by Bank of America, N.A. ("Lender") to Parkway Commerce Center, 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 shall 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.
- (c) The Corporation shall not, and shall not permit the Partnership to, merge into or consolidate with any Person, or dissolve, terminate, liquidate in whole or in part, transfer or otherwise dispose of all or substantially all of its assets or change its legal structure;
- (d) The Corporation shall, and shall cause the Partnership to, observe all organizational formalities, preserve its existence as an entity duly organized, validly existing and in good standing (if applicable) under the applicable legal requirements of the jurisdiction of its organization or formation and not amend, modify, terminate or fail to comply with the provisions of its organizational documents;
- (e) The Corporation shall not, and shall not permit the Partnership to, form, acquire or own any subsidiary, or make any investment in, any person or entity other than the Partnership;
- (f) The Corporation shall not, and shall not permit the Partnership to, commingle its assets with the assets of any other person or entity;
- (g) The Corporation shall not incur any debt except in its capacity as the general partner of the Partnership. The Corporation shall not permit the Partnership to incur any debt, secured or

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unsecured, direct or contingent (including guaranteeing any obligation), other than (A) the Loan, (B) trade and operational indebtedness incurred in the ordinary course of business with trade creditors, provided such indebtedness is (1) unsecured, (2) not evidenced by a note, (3) on commercially reasonable terms and conditions, and (4) due not more than sixty (60) days past the date incurred and paid on or prior to such date, and/or (C) financing leases and purchase money indebtedness incurred in the ordinary course of business relating to personal property on commercially reasonable terms and conditions; provided however, the aggregate amount of the indebtedness described in (B) and (C) shall not exceed at any time three percent (3%) of the outstanding principal amount of the Loan;

(h) The Corporation shall, and shall cause the Partnership to, maintain its records, books of account, bank accounts, financial statements, accounting records and other entity documents separate and apart from those of any other Person; except that the Partnership's financial position, assets, liabilities, net worth and operating results may be included in the consolidated financial statements of an Affiliate, provided that such consolidated financial statements contain a footnote indicating that the Partnership is a separate legal entity and that it maintains separate books and records;

(i) The Corporation shall not, and shall not permit the Partnership to, enter into any contract or agreement with any general partner, member, shareholder, principal, guarantor of the obligations of the Partnership, or any affiliate of the foregoing, except upon terms and conditions that are intrinsically fair, commercially reasonable and substantially similar to those that would be available on an arm's-length basis with unaffiliated third parties;

(j) The Corporation shall, and shall 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 other person or entity;

(k) The Corporation shall not, and shall not permit the Partnership to, assume or guaranty the debts of any other person or entity, hold itself out to be responsible for the debts of any other person or entity, or otherwise pledge its assets for the benefit of any other person or entity or hold out its credit as being available to satisfy the obligations of any other person or entity;

(l) The Corporation shall not make any loans or advances to any person or entity or permit the Partnership to do so;

(m) The Corporation shall, and the Corporation shall cause the Partnership to, hold itself out to the public as a legal entity separate and distinct from any other person or entity, conduct its business solely in its own name and correct any known misunderstandings regarding its separate identity;

(n) The Corporation shall not fail to file its own tax returns or file a consolidated tax return with any person or entity (unless prohibited or required, as the case may be, by applicable legal requirements);

(o) The Corporation shall, and shall cause the Partnership 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;

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- (p) The Corporation shall, and shall cause the Partnership to, allocate shared expenses among the Persons sharing such expenses and to use separate stationery, invoices and checks;
- (q) The Corporation shall, and shall cause the Partnership to, pay its own liabilities (including, without limitation, salaries of its own employees) from its own funds;
- (r) The Corporation shall not, and shall not permit the Partnership to, acquire obligations or securities of its partners, members, shareholders or other affiliates, as applicable;
- (s) The Corporation shall not fail to maintain a sufficient number of employees in light of its contemplated business operations; and
- (t) The Corporation shall not identify itself or any of its affiliates as a division or part of any other person or entity.

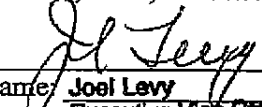
3. In the event of any conflict between these Articles of Amendment and the Bylaws of the Corporation, these Articles of Amendment shall control.

4. These Articles of Amendment were approved on April 29, 2002, 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, ADLER PCC, INC. has caused these Articles of Amendment to be executed this 30th day of April, 2002.

ADLER PCC, INC., a Florida corporation

By


Name: Joel Levy
Title: Executive Vice President