

CAPITAL CONNECTION, INC.

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Kendall Professional
Building, Inc.

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- ___ Art of Inc. File
- ___ LTD Partnership File
- ___ Foreign Corp. File
- ___ L.C. File
- ___ Fictitious Name File
- ___ Trade/Service Mark
- ___ Merger File
- ☒ Art. of Amend. File
- ___ RA Resignation
- ___ Dissolution / Withdrawal
- ___ Annual Report / Reinstatement
- ☒ Cert. Copy
- ___ Photo Copy
- ☒ Certificate of Good Standing
- ___ Certificate of Status
- ___ Certificate of Fictitious Name
- ___ Corp Record Search
- ___ Officer Search
- ___ Fictitious Search
- ___ Fictitious Owner Search
- ___ Vehicle Search
- ___ Driving Record
- ___ UCC 1 or 3 File
- ___ UCC 1 Search
- ___ UCC 1 Retrieval
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SECRETARY OF STATE
TALLAHASSEE, FLORIDA

Signature

Requested by: AS

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**ARTICLES OF AMENDMENT
TO
ARTICLES OF INCORPORATION
OF
KENDALL PROFESSIONAL BUILDING, INC.**

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SECRETARY OF STATE
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:

FIRST: Amendment adopted:

ARTICLE X.

SEPARATENESS COVENANTS AND RELATED PROVISIONS

Section 1. Definitions: For the purposes of these Articles, the term "Lender" shall mean Credit Suisse First Boston Mortgage Capital, LLC., its successors, assigns and/or transferees. The Lender has made and holds a loan to the Kendall Professional Building, Ltd., a Florida limited partnership (the "Loan"), that is secured by, inter alia, a first lien security interest in the real property assets of the Limited Partnership.

Section 2. **Separateness Covenants.**

(a) This corporation shall:

- (i) maintain books and records separate from any other person or entity;
- (ii) not commingle assets with those of any other person or entity;
- (iii) conduct its own business in its own name;
- (iv) maintain separate financial statements;
- (v) pay its own liabilities out of its own funds;
- (vi) observe all corporate formalities, including maintenance of current minute books;
- (vii) pay the salaries of its own employees;
- (viii) Not assume or guarantee or become obligated for the debts of any other person or entity, or hold out its credit as being available to satisfy the obligations of others;
- (ix) allocate fairly and reasonably any overhead or shared office space;
- (x) use separate stationary, invoices and checks;

(xi) not pledge its assets for the benefit of any other person or entity;

(xii) hold itself out as a separate and distinct entity;

(xiii) pay its own taxes;

(xiv) maintain its own separate and distinct books of account and corporate records;

(xv) cause its financial statements to be prepared in accordance with generally accepted accounting principles in a manner that indicates the separate existence of this corporation and its assets and liabilities;

(xvi) independently make decisions with respect to its business and daily operations;

(xvii) maintain an arm's length relationship with its affiliates;

(xviii) allocate fairly and reasonably any overhead for shared office space;

(xix) at all times remain solvent;

(xx) not acquire obligations or securities of, or make loans or advances;

(xxi) file its own tax return; and

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

(b) Notwithstanding any terms herein to the contrary, any obligations of the corporation to indemnify its officers or directors shall be fully subordinated to the Loan and to all obligations pursuant to all documents that either secure or evidence the Loan, and shall not constitute a claim against the corporation until the Loan is indefeasibly discharged and all obligations pursuant to all documents that either secure or evidence the Loan have been satisfied.

© Notwithstanding any terms to the contrary, or any other provisions of law, until such time as the Loan shall have been indefeasibly discharged and all obligations pursuant to all documents that either secure or evidence the Loan have been satisfied, the corporation shall not do any of the following without the prior written consent of the Lender, which consent may be withheld in the Lender's sole and absolute discretion:

(I) 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 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;

(iii) 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. Sections 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 or any substantial part of the 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 debts or take any corporate action in furtherance of any such action;

(iv) cause the Limited Partnership to (a) 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 (b) 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 Limited Partnership, or of all or any substantial part of the assets of the Limited Partnership, or (d) make or consent to any general assignment for the benefit of creditors, or (e) admit in writing its inability to pay its debts generally as they become due, or (f) declare or effect a moratorium on its debt or take any corporate action in furtherance of any such action; or

(v) sell, transfer, exchange, convey, encumber or otherwise depose of any or all of the corporation's right, title or interest as the general partner of the Limited Partnership, or take any action to withdraw as the general partner of the Limited Partnership.

(e) Notwithstanding any terms herein to the contrary, or any other provisions of law, until such time as the Loan shall have been indefeasibly discharged and all obligations pursuant to all documents that either secure or evidence the Loan have been satisfied, the corporation shall not, without the prior written consent of the Lender, amend, alter, change or repeal any provision of these Articles, or add or insert any other provisions herein except in accordance with the terms and provisions of the mortgage or deed of trust securing the Loan, or cause any provision of the Limited Partnership Agreement to be amended, altered, changed or repealed. All rights, preferences and privileges of whatsoever nature conferred upon stockholders, directors or any other persons whomsoever by and pursuant to these Articles, in their present form or as amended are granted subject to the rights reserved in this paragraph.

(f) Notwithstanding any terms herein to the contrary, after the payment in full of the Loan, and the lien of the Mortgage is released from the Property, this Article X shall no

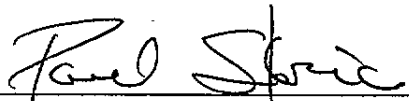
longer be of any force or effect, but the other Articles of the Articles of Incorporation shall continue in full force and effect.

SECOND: The date of the adoption of this amendment is October 28, 1997.

THIRD: The amendment was adopted by the Incorporator, with unanimous approval of both the shareholders and the Board of Directors.

Signed this 28 day of October, 1997.


ALAN E. GREENFIELD, Incorporator


PAUL SKORIC, Secretary and Director