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OF COUNSEL

VINCENT J. ALTINO, P.A.

August 6, 1998

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Department of State
409 East Gaines Street
Tallahassee, FL 32399

RE: Articles of Amendment of Pembroke Partners, Inc.

Gentlemen:

Enclosed please find an original and one copy of the Articles of Amendment of Pembroke Partners, Inc. for filing with your office along with our check in the sum of \$35.00 representing the filing fee.

Please return a file copy to our office in the envelope provided.

Thank you.

Jean Seibold

/js

Encls. as stated above

FILED
98 AUG - 7 PM 2:21
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

Amend-Restate
8-11-98
CC

ARTICLES OF AMENDMENT
OF
PEMBROKE PARTNERS, INC.

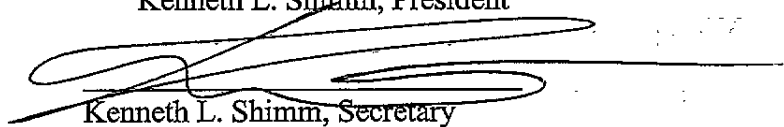
1. The Articles of Incorporation of Pembroke Partners, Inc. filed in Tallahassee, Florida on June 17, 1998, have been amended and restated in their entirety on Exhibit "A" attached hereto.
2. The foregoing amendments were adopted by the Stockholders and Directors of the corporation on the 22 day of June, 1998.

IN WITNESS WHEREOF, the undersigned President and Secretary of this corporation have executed these Articles of Amendment this 22 day of June, 1998.

PEMBROKE PARTNERS, INC.,
a Florida corporation

BY: 

Kenneth L. Shimm, President


Kenneth L. Shimm, Secretary

AMENDED AND RESTATED
ARTICLES OF INCORPORATION
OF
PEMBROKE PARTNERS, INC.

FILED
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SECRETARY OF STATE
TALLAHASSEE, FLORIDA

ARTICLE I - NAME

The name of this Corporation is Pembroke Partners, Inc.

ARTICLE II - DURATION

This Corporation shall have perpetual existence commencing upon filing of these Articles.

ARTICLE III - BUSINESS AND PURPOSE

This Corporation is organized for the following purposes:

To have and to exercise all the powers now or hereafter conferred by the laws of the State of Florida upon corporations organized pursuant to the laws under which this Corporation is organized and any and all acts amendatory thereof and supplemental thereto.

A. Notwithstanding any provision hereof to the contrary, the following shall govern: The nature of the business and of the purposes to be conducted and promoted by the Corporation is to engage solely in the activity of acting as a general partner of a limited partnership (the "Partnership"). The Corporation shall exercise all powers enumerated in the General Corporation Law of Florida necessary or convenient to the conduct, promotion or attainment of the business or purposes otherwise set forth herein. The Corporation shall not engage in any business or own any asset other than those related to its interest in the Partnership and in furtherance of the purpose of the Corporation."

For purposes of these Articles, the term "Property" shall mean that certain parcel of real property, together with all improvements located thereon, in the City of Pembroke Pines, State of Florida owned by that certain land trust commonly referred to as the "KLS FLAMINGO LAND TRUST" pursuant to that certain KLS FLAMINGO LAND TRUST AGREEMENT (the "Trust"), the beneficial interest of said Trust, being owned by the Partnership.

B. Notwithstanding any provision hereof to the contrary, the following shall govern:

The Corporation shall incur no indebtedness for so long as either a mortgage lien in favor of **WMF Capital Corp., its successors and assigns** (the "First Mortgage") exists on any portion of the

Property, or the Mezzanine Loan in favor of **Commercial Mortgage Investment Trust I, a Virginia real estate investment trust** (the "Mezzanine Loan") remains outstanding and unpaid: (1) (a) the Corporation shall not and shall not cause the Partnership or the Trust to incur, assume, or guaranty any other indebtedness, (b) commence a Bankruptcy or insolvency proceeding for itself nor consent to an involuntary Bankruptcy proceeding or insolvency proceeding, the Partnership or for the Trust (c) suffer or permit the appoint of a receiver for itself, the Partnership or for the Trust (d) authorize the assignment of its Property for the benefit of creditors for itself, the Partnership or the Trust , (2) the Corporation shall not and shall not cause the Partnership or the Trust to dissolve, consolidate or merge with or into any other entity or convey or transfer its properties and assets substantially as an entirety to any entity, (3) the Corporation shall not voluntarily commence a case with respect to itself or cause the Partnership or the Trust, to voluntarily commence a bankruptcy case or consent to an individual Bankruptcy, with respect to itself, as debtor, under the Federal Bankruptcy Code or any similar federal or state statute without the unanimous consent of the Board of Directors, and (4) no material amendment to these articles of incorporation, nor to the Corporation's by-laws, nor to the partnership agreement of the Partnership, nor the agreement creating the Trust, may be made without first obtaining prior written approval of the mortgagee holding the First Mortgage on any portion of the Property and the lender of the Mezzanine Loan, and the unanimous vote of Board of Directors, including the affirmative vote of the Independent Director.

ARTICLE IV - CAPITAL STOCK

This Corporation is authorized to issue 1,000 shares of One (\$1.00) Dollar par value common stock.

ARTICLE V - PREEMPTIVE RIGHTS

Every shareholder, upon the sale for cash of any new stock of this Corporation of the same kind, class or series as that which he already holds, shall have the right to purchase his pro rata share thereof (as nearly as may be done without issuance of fractional shares) at the price at which it is offered to others.

ARTICLE VI - PRINCIPAL OFFICE

The street address of the initial principal office of this Corporation is set forth below, which office may be changed from time to time by the Directors of the Corporation: c/o Robert S. Forman, Esquire, 2101 West Commercial Blvd., Suite 4100, Fort Lauderdale, FL 33309.

ARTICLE VII - INITIAL REGISTERED OFFICE AND AGENT

The street address of the initial registered office of this Corporation is 2101 West Commercial Boulevard, Suite 4100, Fort Lauderdale, Florida 33309 and the name of the initial registered agent of this Corporation at that address is Robert S. Forman, Esquire.

ARTICLE VIII - INITIAL BOARD OF DIRECTORS

This Corporation shall have two (2) directors initially. The number of directors may be either increased from time to time by the By-Laws, but shall never be less than two (2).

Notwithstanding anything provided herein to the contrary, the following shall govern: When voting on matters concerning the Corporation, notwithstanding that the Partnership is not insolvent, the Corporation shall take into account the interests of the Corporation's creditors, as well as its Shareholders.

ARTICLE IX - INCORPORATOR

The name and address of the incorporator signing these Articles is: Robert S. Forman, Esquire, 2101 West Commercial Blvd., Suite 4100, Fort Lauderdale, FL 33309 .

ARTICLE X - INDEMNIFICATION

This Corporation shall indemnify any officer or director, or any former officer or director, to the full extent permitted by law. Notwithstanding any provision hereof to the contrary, any indemnification shall be fully subordinated to any obligations respecting the Partnership or the Property and shall not constitute a claim against the Corporation in the event that cash flow of the Corporation or Partnership is insufficient to pay the obligations under the First Mortgage on the Property.

ARTICLE XI - SEPARATE CORPORATE IDENTITY

Notwithstanding any provision hereof to the contrary, the following shall govern: For so long as any mortgage lien exists on any portion of the Property, or the Mezzanine Loan remains outstanding and unpaid, in order to preserve and ensure its separate and distinct corporate identity, in addition to the other provisions set forth in these articles of incorporation, the Corporation shall conduct its affairs in accordance with the following provisions:

- i. It shall establish and maintain an office through which its business shall be conducted separate and apart from those of its parent and any affiliate or, if it shares office space with its parent or any affiliate, it shall allocate fairly and reasonably any overhead and expense for shared office space.
- ii. It shall not own any asset or property other than its general partner interest in the Partnership and incidental personal property necessary for the ownership or operation as general partner of the Partnership.
- iii. Subject to any other terms herein, its Board of Directors shall hold appropriate meetings (or act by unanimous consent) to authorize all appropriate corporate actions, and in authorizing such actions, shall observe all corporate formalities. The Board of Directors shall include at least one individual who is an Independent Director. As used herein, an "Independent Director" shall be an individual who: (i) is not and has not been employed by the Corporation or any of its respective subsidiaries or affiliates as a director, officer or employee within the three

years immediately prior to such individual's appointment as an Independent Director, (ii) is not (and is not affiliated with a company or firm that is) a significant advisor or consultant to the Corporation or any of its subsidiaries or affiliates, (iii) is not affiliated with a significant customer or supplier of the Corporation or any of its subsidiaries or affiliates; (iv) is not affiliated with a company of which the Corporation or any of its subsidiaries or affiliates is a significant customer or supplier; (v) does not have significant personal service contract(s) with the Corporation or any of its subsidiaries or affiliates; (vi) is not affiliated with a tax exempt entity that receives significant contributions from the Corporation or any of its subsidiaries or affiliates; (vii) is not a beneficial owner at the time of such individual's appointment as an Independent Director, and (viii) is not a spouse parent, sibling or child of any person described by (i) through (vii).

iv. It will not enter into any contract or agreement with its parent, any affiliate of the Corporation or any constituent party of the Corporation except upon terms and conditions that are intrinsically fair and substantially similar to those that would be available on an arms-length basis with unrelated third parties.

v. It has not incurred and will not incur any indebtedness, secured or unsecured, direct or indirect, absolute or contingent (including guaranteeing any obligation), other than (i) trade payables or accrued expenses incurred in the ordinary course of the business of operating in amounts as are normal and reasonable under the circumstances.

No indebtedness other than the indebtedness secured by the mortgage lien may be secured (subordinate or pari passu) by the Property.

vi. It has not made and will not make any loans or advances to any third party (including its parent, any affiliate of the Corporation) or constituent party of the Corporation and shall not acquire obligations or securities of its affiliates.

vii. It is and will remain solvent and will pay its debts and liabilities (including, as applicable, shared personnel and overhead expenses) from its assets as the same shall become due.

viii. It has done or caused to be done and will do all things necessary to observe organizational formalities and preserve its existence, and it will not amend, modify or otherwise change the articles of incorporation of the Corporation without the prior written consent of the mortgage lien holder, the lender of the Mezzanine Loan and the unanimous consent of all Directors, including the Independent Director.

ix. It will maintain all of its books, records, financial statements and bank accounts separate from those of its parent, its affiliates and any constituent party and the Corporation will file its own separate tax returns. It shall maintain its books, records, resolutions and agreements as official records.

- x. It will be, and at all times will hold itself out to the public as, a legal entity separate and distinct from any other entity (including its parent, any affiliate of the Corporation or any constituent party of the Corporation), shall correct any known misunderstanding regarding its status as a separate entity, shall conduct and operate its business in its own name, shall not identify itself or any of its affiliates as a division or part of the other and shall maintain and utilize a separate telephone number and separate stationery, invoices and checks.
- xi. It will 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.
- xii. Neither the Corporation nor any constituent party will seek or permit the dissolution, winding up, liquidation, consolidation or merger in whole or in part, of the Corporation, or acquire by purchase or otherwise all or substantially all the business or assets of, or any stock or other evidence of beneficial ownership of any other person or entity.
- xiii. It will not commingle the funds and other assets of the Corporation with those of its parent, any affiliate or constituent party, or any affiliate of any constituent party, or any other person.
- xiv. It has and will maintain its assets in such a manner that it will not be costly or difficult to segregate, ascertain or identify its individual asset or assets, as the case may be, from those of any affiliate or constituent party, or any affiliate of any constituent party, or any other person.
- xv. It shall not pledge its assets and does not and will not hold itself out to be responsible for the debts or obligations of any other person.
- xvi. It shall pay any liabilities, including salaries of any employees, out of its own funds, not funds of its parent or any affiliate.

For purpose of this Article XI, the following terms shall have the following meanings:

"affiliate" means any person controlling or controlled by or under common control with the Corporation, including, without limitation (i) any person who has a familial relationship, by blood, marriage or otherwise with any director, officer or employee of the Corporation, its parent, or any affiliate thereof and (ii) any person which receives compensation for administrative, legal or accounting services from this Corporation, its parent or any affiliate. For purposes of this definition, "control" when used with respect to any specified person, means the power to direct the management and policies of such person, directly or indirectly, whether through the ownership of voting securities, by contract or otherwise; and the terms "controlling" and "controlled" have meanings correlative to the foregoing.

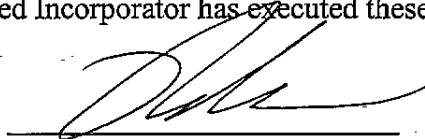
"parent" means any person owning or controlling, directly or indirectly, fifty percent (50%) or more of the voting stock of the Corporation.

"person" means any individual, Corporation, partnership, limited liability company, joint venture, association, joint stock company, trust (including any beneficiary thereof), unincorporated organization, or government or any agency or political subdivision thereof.

ARTICLE XII - AMENDMENT

Subject to any and all other terms herein, this Corporation reserves the right to amend or repeal any provisions contained in these articles of incorporation, or any amendment hereto, and any right conferred upon the shareholders subject to this reservation. Notwithstanding the foregoing, for so long as the First Mortgage is outstanding, Articles III, VIII and X may not be amended.

IN WITNESS WHEREOF, the undersigned Incorporator has executed these Articles of Incorporation this 22 day of June, 1998.



ROBERT S. FORMAN

Incorporator

STATE OF FLORIDA

COUNTY OF BROWARD

BEFORE ME, a notary public authorized to take acknowledgments in the State and County set forth above, personally appeared Robert S. Forman, known to me and known by me to be the person who executed the foregoing Articles of Incorporation, and he acknowledged before me that he executed those Articles of Incorporation.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, in the State and County aforesaid, this 22 day of June, 1998.

Notary Public

State of Florida at Large

My Commission Expires:

DESIGNATION OF REGISTERED AGENT FOR PEMBROKE PARTNERS, INC.

In compliance with Section 48.091, Florida Statutes, Pembroke Partners, Inc., desiring to organize and qualify under the laws of the State of Florida, hereby names Robert S. Forman, Esquire, located at 2101 West Commercial Boulevard, Suite 4100, Fort Lauderdale, Florida 33309 as its agent to accept service of process within Florida.

DATED: June 22, 1998.



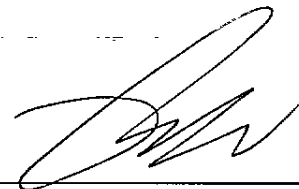
Robert S. Forman, Esquire

Incorporator

ACCEPTANCE

Having been named to accept service of process for the above stated Corporation, at the place designated in this Certificate, I hereby agree to act in this capacity, and I further agree to comply with the provisions of all statutes relative to the proper and complete performance of my duties.

Dated: June 22, 1998



Robert S. Forman, Esquire

Registered Agent