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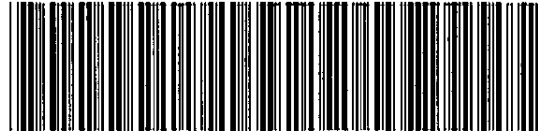
(Business Entity Name)

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Amendment

12/01/05

Dc

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LAND USE COORDINATOR
PETER D. BACHELER

November 23, 2005

Secretary of State
Division of Corporations
409 E. Gaines Street
P.O. Box 6327
Tallahassee, Florida 32314

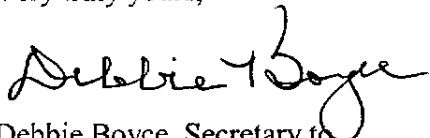
Re: Hinote Construction Co.

Dear Sir or Madam:

Enclosed please find the following documents as same relate to the above captioned corporation:

1. Original and copy of the Amended Articles of Incorporation of Hinote Construction Co., the copy to be conformed and returned to our office at the above letterhead address.
2. Copy of the Minutes of Meeting of the Board of Directors and the Shareholder in support of the Amended Articles.
3. Our check in the sum of \$35.00 to cover the cost of filing the Amended Articles.

Very truly yours,



Debbie Boyce, Secretary to
James S. Lupino

DB:db
Enclosures

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AMENDED ARTICLES OF INCORPORATION OF HINOTE CONSTRUCTION CO.

Pursuant to the provision of section 607.1006, Florida Statutes, this Florida Profit Corporation adopts the following amended articles to replace those dated September 28, 1960 to reflect the new intentions of the company effective the date hereof:

FIRST: The name of the corporation is: HINOTE CONSTRUCTION CO.

SECOND: Limited Purpose. The purpose of HINOTE CONSTRUCTION CO. (the Company) is solely limited to the following activities:

(A) Owning, holding, selling, leasing, transferring, exchanging, operating, managing, and otherwise dealing with that certain property commonly known as **see attached Exhibit "A" Legal Description** together with all tenant leases thereon, situated in Monroe County, Florida (the Premises);

(B) Entering into a loan transaction (the Loan) with Bank of America, N.A., its successors and assigns (the Lender) evidenced by a Promissory Note and Loan Agreement and secured by a mortgage or deed of trust (the Security Instrument) (collectively, and along with all other documentation required by the Lender in connection with the Loan, the Loan Documents);

(C) Refinancing the subject property in connection with the permitted repayment of the Loan; and

(D) Transacting any and all lawful business that is incident, necessary and appropriate to accomplish the foregoing.

THIRD: Certain Actions Requiring Unanimous Vote. The unanimous vote of the Company's board of directors, as applicable, shall be required in order to take any of the following

actions:

(A) File a petition to consent to a petition seeking reorganization, arrangement, adjustment, winding-up, dissolution, composition, liquidation or other relief on behalf of the company of its debts under any federal or state law relating to bankruptcy;

(B) Seek or consent to the appointment of a receiver, liquidator, assignee, trustee, sequestrator, custodian or any similar official for the Company or a substantial portion of its properties;

(C) Make any assignment for the benefit of the Company's creditors.

(D) Take any action in furtherance of any of the foregoing.

FOURTH: Limitation on Indebtedness. The Company's ability to incur indebtedness other than the indebtedness (secured or unsecured, direct or contingent, including guaranteeing any obligation) other than the Loan shall be limited to:

(A) 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/or

(B) financing leases and purchase money indebtedness incurred in the ordinary course of business relating to personal property.

FIFTH: Separateness Provision. The Company shall not:

(i) merge into or consolidate with any other entity, 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;

(ii) fail to observe all organizational formalities, or fail to preserve its existence as an entity duly organized, validly existing and in good standing (if applicable) under the applicable laws of the

jurisdiction of its organization or formation, or amend, modify, terminate or fail to comply with the provisions of its organizational documents;

(iii) own any subsidiary, or make any investment in, any other entity;

(iv) commingle its assets with the assets of any other entity;

(v) incur any debt, secured or 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/or (C) financing leases and purchase money indebtedness incurred in the ordinary course of business relating to personal property at the subject mortgage 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;

(vi) fail 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 entity; except that Borrower'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 Borrower is a separate legal entity and that it maintains separate books and records;

(vii) enter into any contract or agreement with any general partner, member, shareholder, principal, guarantor of the obligations of Borrower, 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;

(viii) maintain its assets in such a manner that it will be costly or difficult to segregate or ascertain or identify its individual assets from those of any other entity;

(ix) assume or guaranty the debts of any other entity, hold itself out to be responsible for the debts of any other entity, or otherwise pledge its assets for the benefit of any other entity or hold out is credit as being available to satisfy the obligations of any other entity;

(x) make any loans or advances to any entity;

(xi) fail to file its own tax returns or file consolidated federal income tax return with any entity (unless prohibited or required, as the case may be, by applicable law);

(xii) fail either to hold itself out to the public as a legal entity separate and distinct from any other entity or to conduct its business solely in its own name or fail to correct any known misunderstanding regarding its separate identity;

(xiii) fail 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;

(xiv) fail to allocate shared expenses (including, without limitation, shared office space and services performed by an employee of an affiliate) among the entities sharing such expenses and to sue separate stationery, invoices and checks;

(xv) fail to remain solvent or pay its own liabilities (including, without limitations, salaries of its own employees) from its own funds; or;

(xvi) acquire obligations or securities of its partners, members, shareholders or other affiliates, as applicable.

SIXTH: Subordination of Indemnification Obligation. The Company's obligation, if any, to indemnify its directors and officers, partners, managers or members, as applicable, shall be fully subordinate to the Loan and to the Loan Documents, and shall not constitute a claim against the Company if cash flow in excess of amounts necessary to pay holders of the Loan Documents is insufficient to pay such obligations.

SEVENTH: Consideration of the Interests of Creditors. The Company's directors shall consider the interests of creditors in connection with any action subject to vote, notwithstanding that the Company may be rendered insolvent.

EIGHTH: Continuance of Company. If there is a death, dissolution or other termination event of one or more shareholder and at least one shareholder remains, the Company shall not dissolve, and if any shareholder is not a special purpose entity, the Company shall continue its existence (and not dissolve) for so long as a solvent shareholder exists.

NINTH: Prohibition on Amendment of Organizational Documents. The Company shall (a) observe all organizational formalities; (b) preserve its existence as an entity duly organized, validly existing and in good standing (if applicable) under the laws of the jurisdiction of its organization or formation; (c) comply with and not terminate its organizational documents; and (d) not amend the provision of this Amendment without the consent of the Lender.

TENTH: The maximum number of shares of stock with par value of \$1.00 that this corporation is authorized to have outstanding at any one time is Five Thousand (5,000) shares.

ELEVENTH: The amount of capital with which this corporation will begin business will be not less than One Thousand Dollars (\$1,000.00).

TWELFTH: The principal office of this corporation shall be at 405 Laguna Avenue, Key

Largo, Monroe County, Florida.

THIRTEENTH: The number of directors shall be not less than two (2).

FOURTEENTH: The current Board of Directors, who, subject to the provisions of the Certificate of Incorporation, the by-laws, and the corporation laws of the State of Florida, shall hold office until their successors are elected and have qualified, are:

DALE D. STRINGER	405 Laguna Ave. Key Largo, FL 33037	President
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SANDRA STRINGER	405 Laguna Ave. Key Largo, FL 33037	Secretary
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FIFTEENTH: The corporation may, in its by-laws, confer powers upon its board of directors or officers, in addition to the foregoing, and in addition to the powers authorized and expressly conferred by statute.

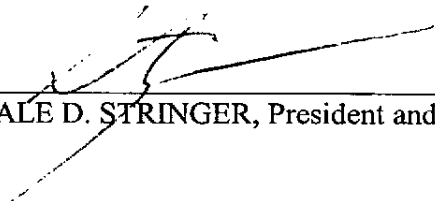
SIXTEENTH: Both stockholders and directors shall have power, if the by-laws so provide, to hold their respective meetings, and to have one or more offices within or without the State of Florida, and to keep the books of this corporation (subject to the provisions of the statutes) outside the State of Florida, at such places as may from time to time be designated by the board of directors.

SEVENTEENTH: The corporation subject to approval by Lender, reserves the right to amend, alter, change, or repeal any provisions contained in the Certificate of Incorporation in the manner now or hereafter prescribed by statute, and all right conferred upon stockholders herein are granted subject to this reservation.

EIGHTEENTH: The amendments were adopted by the Board of Directors on the 15th day of November, 2005.

NINETEENTH: The above amendments were approved unanimously by the Shareholders

of the corporation on the 15th day of November, 2005.

By: 
DALE D. STRINGER, President and Director

Attested by:

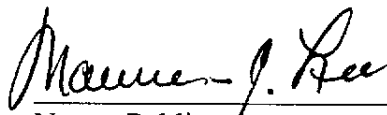

SANDRA STRINGER, Secretary

STATE OF FLORIDA
COUNTY OF MONROE

Before me, the undersigned authority personally appeared, DALE D. STRINGER, to me well known to be the person who executed the foregoing Articles of Amendment to the Certificate of Incorporation and acknowledged before me, according to law, that he made and subscribed th same for the purposes therein mentioned and set forth. That I relied upon the following form of identification for the above-named person: known.

Witness my hand and official seal in the County and State last aforesaid, this 21 day of November, 2005.





Notary Public

Print Name _____

My Commission Expires: _____

EXHIBIT "A"

LEGAL DESCRIPTION

A portion of Tract E. PORT LARGO, according to the Plat thereof, as recorded in Plat Book 5, Page 3 of the Public Records of Monroe County, Florida, and being more particularly described as follows:

Beginning at the intersection of the Northeasterly prolongation of the Northwesterly side of Homestead Avenue with the Northeasterly side of Atlantic Boulevard, all as shown on the said Plat, run Northeasterly on the said Northeasterly prolongation of 229.27 feet; thence deflect 90 degrees 00' 00" left and run Northwesterly along the Northeasterly line and along a Northwesterly-Southeasterly prolongation thereof, of the concrete walk located at the Northeasterly side of an existing shopping center building for 300.00 feet to the Southeasterly right-of-way line of Old State Road No. 4-A; thence deflect 90 degrees 00' 00" left and run Southwesterly along the said right-of-way line for 144.27 feet to a point of curvature; thence continue Southwesterly along the said right-of-way line and along the arc of a curve to the left of radius 760 feet for 62.05 feet to a point of compound curvature; thence run Southwesterly, Southerly, and Southeasterly along the arc of a curve to the left of radius 25.00 feet for 37.28 feet to a point of tangency; thence run Southeasterly along the Northeasterly line of Atlantic Boulevard as shown on the said plat of Port Largo for 272.61 feet to the Point of Beginning.