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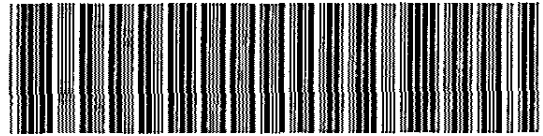
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January 31, 2005

CORPORATION NAME (S) AND DOCUMENT NUMBER (S):

Home Depot Plaza Associates Limited Partnership

Filing Evidence

- Plain/Confirmation Copy
- Certified Copy

Type of Document

- Certificate of Status
- Certificate of Good Standing
- Articles Only
- All Charter Documents to Include Articles & Amendments
- Fictitious Name Certificate
- Other

Retrieval Request

- Photocopy
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AMENDMENTS	
<input checked="" type="checkbox"/>	Amendment
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<input type="checkbox"/>	Dissolution/Withdrawal
<input type="checkbox"/>	Merger

OTHER FILINGS	
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CERTIFICATE OF AMENDMENT
OF THE
CERTIFICATE OF LIMITED PARTNERSHIP
OF

Home Depot Plaza Associates Limited Partnership
Pursuant to the provisions of section 620.109, Florida Statutes, this Florida limited partnership, whose certificate was filed with the Florida Department of State on May 23, 1986, adopts the following certificate of amendment to its certificate of limited partnership.

FIRST: Article 1 of the Certificate of Limited Partnership, relating to the name of the limited partnership is hereby amended to read as follows: "1. The name of the limited partnership is : Saint Petersburg Plaza Limited Partnership"

SECOND: Article 3 of the certificate of limited partnership is amended to change the Principal Place of Business of the limited partnership to: c/o Robert Tannenhauser 645 Madison Avenue, New York, N.Y. 10022.

THIRD: Article 4 of the certificate of limited partnership is amended to reflect the withdrawal of Robert F. Tannenhauser, Joseph Daly and Paul R. Slayton as general partners and the admission of St. Pete Plaza Corp., a Florida Corporation whose address is c/o Robert Tannenhauser, 645 Madison Avenue, New York, New York 10022, as sole general partner.

FOURTH: The following Article 15 shall be added to the certificate of limited partnership:

"(a) The Partnership's ability to incur indebtedness is limited to the following: (1) the mortgage loan indebtedness (the "Loan") to Bear Stearns Commercial Mortgage Inc., and its successors and assigns (the "Lender"), (2) trade payables incurred in the ordinary course of business relating to the ownership and operation of the Mortgaged Property.

(b) Notwithstanding anything contained in Article 5 of the certificate of limited partnership, the Partnership (and as applicable, its partners and affiliates) is prohibited from engaging in any dissolution, liquidation, consolidation, merger or asset sale, or amendment of this limited partnership certificate or the partnership agreement as long as the Loan is outstanding. Notwithstanding the foregoing the Partnership may amend this certificate or the partnership agreement to reflect changes in ownership and other matters permitted in the documents securing and evidencing the Loan.

(c) The consent of the general partner of the Partnership is required in order to file, or consent to the voluntary filing of bankruptcy or insolvency petition or otherwise institute insolvency proceedings, and the consent of the general partner for this purpose may only be evidenced by the signature of Robert Tannenhauser in his capacity as an officer of the

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General Partner.

(d) Except as provided for hereinabove to, this limited partnership certificate shall not be amended without the consent of the Lender.

(e) The Partnership, shall be a special purpose entity.

(f) Except as provided for subsection (b) above to this amendment to Paragraph Third, this limited partnership agreement shall not be amended without the consent of the Lender.

(g) Notwithstanding any provision hereof to the contrary, in order to preserve and ensure its separate and distinct identity, in addition to the other provisions set forth in the partnership agreement, the Partnership shall conduct its affairs in accordance with the following provisions:

- i. It shall maintain its accounts, records and books separate from any other person or entity;
 - ii. It shall not commingle assets with those of any other entity;
 - iii. It shall conduct its own business in its own name;
 - iv. It shall maintain separate financial statements;
 - v. It shall pay its own liabilities out of its own funds;
 - vi. It shall observe all partnership formalities;
 - vii. It shall maintain arm's length relationship with its affiliates;
 - viii. It shall pay the salaries of its own employees and maintain a sufficient number of employees in light of its contemplated business operations;
 - ix. It shall not guarantee or become obligated for the debts of any other entity or hold out its credit as being available to satisfy the obligations of others;
 - x. It shall not acquire obligations or securities of its partners;
 - xi. It shall fairly and reasonably allocate any overhead for shared office space;
 - xii. It shall use separate stationery, invoices and checks;
 - xiii. It shall not pledge its assets for the benefit of any other entity or make any loans or advances to any entity;
 - xiv. It shall hold itself out as a separate entity and shall correct any known misunderstanding regarding its separate identity; and
 - xv. It shall maintain adequate capital in light of its contemplated business operations.
- (xvi) Notwithstanding any provision hereof to the contrary, the following shall govern: The Partnership shall continue for so long as there remains a solvent general partner of the Partnership."

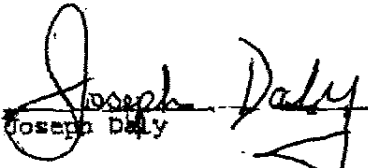
FIFTH: This certificate of amendment shall be effective at the time of its filing with the Florida Department of State.

SIXTH: Signatures

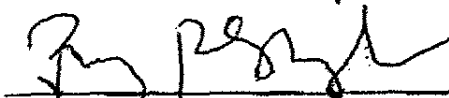
Signature of current withdrawing general partners:



Robert F. Tabmenhauser



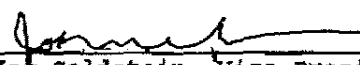
Joseph Daly



Paul R. Slayton

Signature of new general partner;

St. Pete Plaza Corp.

By: 

Jennifer Goldstein, Vice President

Dated: January 20, 2005