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CREEKWOOD HOLDINGS, LLC

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**ARTICLES OF AMENDMENT TO
ARTICLES OF ORGANIZATION OF
CREEKWOOD HOLDINGS, LLC**

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FIRST: The Articles of Organization were filed on December 30, 2002 and assigned document number L02000035007.

SECOND: The following amendments to the Articles of Organization were adopted by the limited liability company:

ARTICLE IX is hereby added as follows:

ARTICLE IX - PURPOSE AND SCOPE

Purpose and Scope. The purpose of the Company shall be, hereinafter, to solely acquire, operate and dispose of that certain real property commonly known as Andrews Mini-Storage in Fayetteville, 1630 McArthur Road, North Carolina (the "Property"). So long as the Company is obligated on any indebtedness or obligations of any kind whatsoever to LaSalle Bank National Association, a national banking association (and its successors and/or assigns, collectively, ("Lender")), except upon the express prior written consent of Lender: (i) the foregoing statement of purpose shall not be amended; and (ii) the Company shall not hold or acquire, directly or indirectly, any ownership interest (legal or equitable) in any real or personal property other than the Property, or become a shareholder of or member or partner in any entity which acquires or holds any property other than the Property."

ARTICLE X is hereby added as follows:

ARTICLE X - ANTI-DISSOLUTION PROVISIONS

Anti-Dissolution Provision. Notwithstanding anything to the contrary contained in this Agreement, the Company and its Members hereby waive their right to dissolve or terminate (and waive their right to consent to the dissolution or termination of) the Company or this Agreement, and shall not take any action towards that end, so long as the Company is obligated on any indebtedness or obligations of any kind whatsoever to LaSalle Bank National Association, a national banking association (and its successors and/or assigns, collectively, "Lender"), except upon the express prior written consent of Lender. Further, the death, retirement, incapacity, insanity, expulsion or resignation, bankruptcy, insolvency, dissolution or other similar proceeding of, or pertaining to, any Manager, or any other event or act causing dissolution of the Company pursuant to this Agreement, shall not constitute an event of liquidation, dissolution or termination of the Company or this Agreement, except upon the express prior written consent of Lender. Any amendments to this provision of the Agreement hereunder shall require the prior written consent of Lender, provided that such consent shall not be required once the Company no longer has any indebtedness or other obligation of any kind whatsoever owing or due Lender. This paragraph shall cease to be of further force or effect once the Company no longer has any

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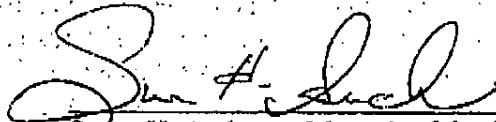
outstanding indebtedness or other obligation of any kind whatsoever owing or due Lender.”

ARTICLE VI is Amended to read:

ARTICLE VI - MANAGEMENT

The business and affairs of the Company shall be governed by the members in a manner subject to the limitations set forth in the Amended and Restated Operating Agreement. The current members are Brian C. Andrews and Susan H. Andrews. The actions of a member, manager, or any other person acting in any capacity other than a member and manager of the Company in accordance with the terms of the Amended and Restated Operating Agreement shall not bind the Company.

Dated: August 17, 2007



Susan H. Andrews, Managing Member

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