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SECRETARY OF STATE
TALLAHASSEE, FLORIDA

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ANOHR PROPERTIES INC.

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Page Count	06
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H06000020460 3

ARTICLES OF AMENDMENT
TO THE
ARTICLES OF INCORPORATION
OF
ANOHR PROPERTIES INC.

SECRETARY OF STATE
TALLAHASSEE, FLORIDA

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1. The name of the Corporation is Anohr Properties Inc. (the "Corporation")
2. This amendment was duly approved by the shareholders holding more than a majority of the outstanding capital stock of the Corporation, and the number of votes cast for the amendments by the shareholders was sufficient for approval.
3. The Articles of Incorporation of the Corporation are hereby amended by adding the following as Article XII:

"ARTICLE XII
SPE PROVISIONS

For so long as the Mortgage, Security Agreement and Assignment of Leases and Rents (the "Mortgage") executed by the Corporation for the benefit of Column Financial, Inc., its successors and assigns ("Lender") shall be outstanding against the real property and improvements thereon owned by Corporation, and located at 8201-8203 North Dale Mabry Highway, Tampa, Florida 33614 (the "Property"), the Corporation shall:

- (a) except as otherwise expressly provided herein, does not own and will not own any encumbered asset other than (i) the Property, that certain property located at 1010 Bloomingdale Ave, Brandon, Florida 33594 (the "Brandon Property") and that certain property located at 819 Barnegat Ave., Ship Bottom, New Jersey 08008 (the "New Jersey Property") (the Brandon Property and the New Jersey Property, collectively, the "Other Properties") and any Replacement Properties (hereinafter defined), and (ii) incidental personal property necessary for the operation of the Property, the Other Properties and any Replacement Properties. Notwithstanding the foregoing, the Corporation shall be allowed to convey either of the Other Properties as relinquished properties and purchase additional properties as replacement properties (collectively, "Replacement Properties"; each a "Replacement Property") in the context of the 1031 exchange transaction;

H06000020460 3

- (b) is not engaged and will not engage in any business other than the ownership, management and operation of the Property, the Other Properties and any Replacement Properties;
- (c) will not enter into any contract or agreement with any principal or affiliate of the Corporation or any affiliate of any such principal 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 third parties other than an affiliate;
- (d) has not incurred and will not incur any debt, secured or unsecured, direct or contingent (including guaranteeing any obligation), other than (i) the indebtedness secured by the Mortgage, and (ii) trade payables or accrued expenses incurred in the ordinary course of business of operating the Property, the Other Properties and any Replacement Properties; except as otherwise expressly provided herein, no debt whatsoever, other than the indebtedness secured by the Mortgage, may be secured (senior, subordinate or pari passu) by the Property. Notwithstanding the foregoing, the Corporation shall be allowed to incur debt in connection with a refinancing of either of the Other Properties or a financing of any Replacement Property so long as (i) all indebtedness covering the Property, the Other Properties and any Replacement Properties does not in the aggregate exceed seventy-five percent (75%) of the aggregate appraised value of the Property, the Other Properties and any Replacement Properties, and (ii) such refinancing or financing does not exceed seventy-five percent (75%) of the appraised value of such property to be financed or refinanced;
- (e) is and will be solvent and pay its debts from its assets as the same shall become due;
- (f) has done or caused to be done and will do all things necessary to preserve its corporate existence, and will not, nor will any shareholder thereof, amend, modify or otherwise change its articles of incorporation or by-laws in a manner which adversely affects the Corporation's or any such shareholder's existence as a single-purpose, single-asset "bankruptcy remote" entity;
- (g) will conduct and operate its business as presently conducted and operated;
- (h) will maintain books and records and bank accounts separate from those of its affiliates, including its principals;

H06000020460 3

- (i) 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 any principal or affiliate);
- (j) will file its own tax returns;
- (k) 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;
- (l) will not, nor will any shareholder or affiliate, seek the dissolution or winding up, in whole or in part, of the Corporation;
- (m) will not enter into any transaction of merger or consolidation, or acquire by purchase or otherwise all or substantially all of the business or assets of, or any stock or beneficial ownership of, any entity;
- (n) will not commingle the funds and other assets of the Corporation with those of any principal or affiliate, or any other person;
- (o) has and will maintain its assets in such a manner that it is not costly or difficult to segregate, ascertain or identify its individual assets from those of any affiliate or any other person;
- (p) has, and any director of the Corporation has, at all times since its formation, observed all legal and customary formalities regarding its formation and will continue to observe all legal and customary formalities;
- (q) does not and will not hold itself out to be responsible for the debts or obligations of any other person; and
- (r) upon the commencement of a voluntary or involuntary bankruptcy proceeding by or against the Corporation, the Corporation shall not seek a supplemental stay or otherwise pursuant to 11 U.S.C. 105 or any other provision of the Act, or any other debtor relief law (whether statutory, common law, case law, or otherwise) of any jurisdiction whatsoever, now or hereafter in effect, which may be or become applicable, to stay, interdict, condition, reduce or inhibit the ability of Lender to enforce any rights of Lender against any guarantor or indemnitor of the secured obligations or any other party liable with respect thereto by virtue of any indemnity, guaranty or otherwise."

7. The date of adoption of these Articles of Amendment is January 24, 2006.

H06000020460 3

H06000020460 3

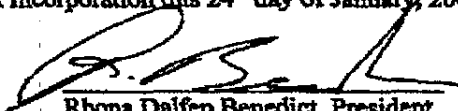
8. These Articles of Amendment shall be effective on the date this amendment is accepted for filing by the Secretary of State of the State of Florida (the "Effective Date").

[Signature to Follow on Next Page]

H06000020460 3

H06000020460 3

IN WITNESS WHEREOF, the undersigned President of the Corporation has executed these Articles of Amendment to the Articles of Incorporation this 24th day of January, 2006.



Rhona Dalfen Benedict, President

H06000020460 3