

999000102272

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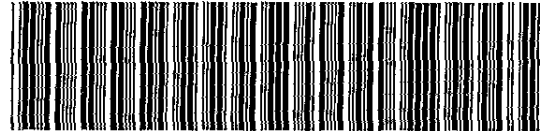
(Business Entity Name)

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TALLAHASSEE, FLORIDA

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K. J. Anderson
2-5-03

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Steven L. Daniels
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January 29, 2003

Florida Department of State
Division of Corporations
409 East Gaines Street
Tallahassee, Florida 32399

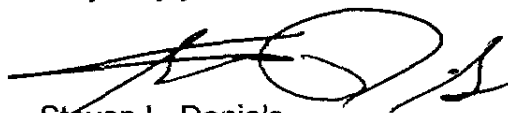
Re: Shoppes of Oakland Park, Inc.

Dear Sir/Madam:

Enclosed for filing with the State is the original and one copy of an Amendment to Articles of Incorporation for the above-referenced corporation, and this firm's check in the amount of \$35.00 representing the filing fee. Please return a date-stamped copy to the undersigned in the self-addressed, stamped envelope provided.

If you have any questions or if you require any additional information, please do not hesitate to contact me.

Very truly yours,



Steven L. Daniels

SLD/dk
Enclosures

139101_1

**AMENDMENT TO ARTICLES OF INCORPORATION
OF THE SHOPPES OF OAKLAND PARK, INC.**

Pursuant to the provisions of Section 607.1006 of the Florida Business Corporation's Act, the undersigned Corporation adopts the following Amendment to its Articles of Incorporation, which were first adopted on November 23, 1999:

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TALLAHASSEE, FLORIDA

1. ARTICLE VI is hereby added and reads as follows:

For so long as the Mortgage, Security Agreement and Assignment of Leases and Rents executed for the benefit of Column Financial, Inc., its successors and assigns ("Lender") shall be outstanding against the real property and improvements thereon owned by Shoppes of Oakland Park, Inc. and located at 7204 - 7292 West Oakland Park Blvd., Lauderhill, Florida (the "Property"), the Company shall:

(a) own and will not own any encumbered asset other than (i) the Property or the Company's interest therein, and (ii) incidental personal property necessary for the operation of the Property;

(b) not engage in any business other than the ownership, management and operation of the Property;

(c) not enter into any contract or agreement with any general partner, principal, member or affiliate of the Company or any affiliate of any such general partner, principal, or member of the Company 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) not incur any debt, secured or unsecured, direct or contingent (including guaranteeing any obligation), other than (i) the secured indebtedness to Lender, and (ii) trade payables or accrued expenses incurred in the ordinary course of business of operating the Property; no debt whatsoever may be secured (senior, subordinate or pari passu) by the Property;

(e) not make any loans or advances to any third party (including any principal, member or affiliate of the Company, or any guarantor);

(f) be solvent and pay its debts from its assets as the same shall become due;

(g) do all things necessary to preserve its existence and corporate formalities, 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 Grantor's, or any such shareholder's existence as a single-purpose, single-asset "bankruptcy remote" entity;

(h) conduct and operate its business as presently conducted and operated;

(i) maintain books and records and bank accounts separate from those of its affiliates, including its general partners, principals and members;

(j) 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;

(k) 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;

(l) not commingle the funds and other assets of Grantor with those of any general partner, principal, member or affiliate, or any other person;

(m) 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;

(n) have 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; and

(o) does not and will not hold itself out to be responsible for the debts or obligations of any other person.

2. This Amendment to the Articles of Incorporation was adopted on Jan 28, 2003.

3. The Amendment was approved by unanimous consent of all of the Shareholders. The number of votes cast for approval were sufficient.

In all other respects, the Articles of Incorporation shall remain as they were prior to this Amendment being adopted.

IN WITNESS WHEREOF, we hereby set our hands and seals this 28 day of January, 2003.

ATTEST:

SHOPPES OF OAKLAND PARK, INC.

By: C. L. H.
Secretary

By: Dennis J. Adams
President


(Corporate Seal)

STATE OF FLORIDA
COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me this 28 day of Jan, 2003 by Dennis Udum, President of SHOPPES OF OAKLAND PARK, INC., who is: + Charles STEW, secretary

personally known to me, OR

has produced _____ as identification.


Notary Name: Steven Daniels
NOTARY PUBLIC
My Commission Expires:

