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OTHER FILINGS

- ☐ Annual Report
- ☐ Fictitious Name

AMENDMENTS

- ☐ Amendment
- ☐ Resignation of R.A., Officer/Director
- ☐ Change of Registered Agent
- ☐ Dissolution/Withdrawal
- ☐ Merger

REGISTRATION/QUALIFICATION

- ☐ Foreign
- ☐ Limited Partnership
- ☐ Reinstatement
- ☐ Trademark
- ☐ Other

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AMENDMENT TO CERTIFICATE OF LIMITED PARTNERSHIP AND
AMENDED AND RESTATED LIMITED PARTNERSHIP AGREEMENT

The Limited Partnership Agreement is made and entered into as of the 9 day of JANUARY, 2001, by and among Aaron Engle, of Port Orange, Florida (General Partner One); Aaron Engle, of Port Orange, Florida, as Nominee Trustee (General Partner Two); Aaron Engle, of Port Orange, Florida, as Nominee Trustee (General Partner Three); and Saint Mary's P.O., Inc., a Florida corporation with offices at Daytona Beach, Florida, as Nominee Trustee (General Partner Four), together acting as General Partners (hereinafter referred to as the "General Partners"); Aaron Engle, Aaron Engle, as Nominee Trustee, and Aaron Engle, as Nominee Trustee, as Class I Limited Partners, (being referred to herein collectively as the "Class I Limited Partners", and individually as a "Class I Limited Partner"); Saint Mary's P.O. Inc., a Florida corporation with offices at Daytona Beach, Florida, as Nominee Trustee, as Class II Limited Partner, ("Class II Limited Partner"); and Louis Ferris, as Trustee of the Louis John Ferris III Trust; and Louis Ferris, as Trustee of the Angelina Louise Ferris Trust, as Class III Limited Partners, (being referred to hereinafter collectively as the "Class III Limited Partners" and individually as a "Class III Limited Partner"), and is filed with the Secretary of State of Florida to correct the name from ST.M.P.O. to S.T.M.P.O., Limited Partnership and to file the following Articles.

ARTICLE I
THE PARTNERSHIP

SECTION 1.01 Formation.

(a) The General Partners and Limited Partners (hereinafter referred to collectively as "Partners" and individually as a "Partner") hereby enter into and form a Limited Partnership (the "Partnership") for the limited purposes and scope set forth herein. The business and affairs of the Partnership shall be conducted solely under the name "S.T.M.P.O. Limited Partnership". This name shall be used at all times in connection with the Partnership's business and affairs.

(b) Except as expressly provided herein to the contrary, the rights and obligations of the Partners and the administration and termination of the Partnership shall be governed by the Uniform Limited Partnership Act of Florida. The Partners shall execute a Certificate of Limited Partnership and cause such certificate to be filed with the Secretary of State of Florida.

SECTION 1.02 Purposes of Scope for the Partnership.

(a) The Partnership shall purchase and hold the beneficial ownership of the Glen St. Mary Post Office, located on U.S. 90 in Glen St. Mary, Florida (the "Property"), and shall own and maintain this Property on behalf of the Limited Partnership. Said property and its development is also referred to hereafter as "the Project".

b) The Partnership business shall be limited strictly to the ownership, development, financing, operation, management, sale, lease, and/or rental of the Property.

c) Except for restrictions which may be imposed by written agreement among the Partners and under the terms of SECTIONS 3.04 and 3.05 hereof, nothing in this Agreement shall be deemed to restrict in any way the freedom of any party hereto to conduct any other business or activity whatsoever (including without limitation the acquisition, development and sale of real property and the construction of improvements thereon) without any accountability to the Partnership or any party hereto. Accordingly, except as provided by any such written agreement or under the terms of SECTION 3.04 and 3.05 hereof, if any other business opportunity is presented to a Partner, such Partner shall be under no obligation to disclose such opportunity to the other Partners or offer them an interest therein, and no fiduciary duty to them shall be inferred.

SECTION 1.03 Powers of the Partnership.

The Partnership shall have the power to carry on all activities necessary or incidental to the accomplishment of the purposes of the Partnership, so long as such activities may be lawfully carried on or performed by a partnership under the laws of Florida, including, but not limited to, the following powers:

- a) To enter into, perform and carry out contracts of any kind, necessary to, or incidental to, the accomplishment of the purposes of the Partnership;
- b) To acquire any Property, real or personal, in fee or under lease, or any rights therein or appurtenant thereto, necessary or convenient for the ownership and/or operation of the Property;
- c) To maintain, repair and/or improve the Property;
- d) To borrow money and to issue evidences of indebtedness and to secure the same by mortgage, pledge or other lien on the Property, Improvements or any other assets of the Partnership.
- e) To prepay in whole or in part, refinance, increase, modify or extend any mortgages affecting the Property and/or any improvements thereto, and in connection therewith to execute any extensions, renewals, or modifications of any mortgages on the Property and/or the improvements;
- f) To own, operate, lease, sell, exchange or otherwise dispose of all or any part of the Property or the Improvements; and
- g) To carry on any other activities necessary to, or in connection with, or incidental to, the accomplishment of the purposes of the Partnership, so long as such activities may be lawfully carried on or performed by a limited partnership under the laws of the State of Florida.

SECTION 1.04 Duration of the Partnership.

The Partnership shall commence as of the date of this Agreement and shall continue until termination in accordance with ARTICLE V hereof.

SECTION 1.05. Title to Partnership Property.

All Property owned by the Partnership, whether real or personal, tangible or intangible, shall be deemed to be owned by the Partnership as an entity, and no Partner, individually, shall have any ownership of such Property. The Partnership may hold any of its assets in its own name or in the name of its nominee, which nominee may be one or more individuals, corporations, partnerships, nominee trusts or other entities. The Partnership shall hold all of its assets in its own name.

SECTION 1.06 Assumed Name Certificate.

The Partners shall execute any partnership or assumed or fictitious name certificate or certificates required by law to be filed in connection with the formation of the Partnership and shall cause such certificate or certificates to be filed with the Florida Secretary of State's Office.

SECTION 1.07 Principal Place of Business.

The principal place of business of the Partnership shall be 7345 W. Mount Vernon Street, Glen St. Mary, Florida, 32040 and the mailing address shall be P.O. Box 291425, Port Orange, Florida, 32129.

ARTICLE II
CAPITAL CONTRIBUTIONS; PROFITS AND LOSSES; DISTRIBUTIONS

SECTION 2.01 Capital Contributions.

A capital account shall be established for each Partner on the books of the Partnership. Each Partner's capital account shall be credited with the amount of its capital contributions and its share of the profits and shall be charged with the amount of all cash or other distributions made to such Partner by the Partnership and the allocations of losses of the Partnership to such Partner.

SECTION 2.02 Profits and Losses.

a) The net profits and net losses of the Partnership for any fiscal year shall be allocated among the Partners according to the following percentages:

1. All of the following tax benefits and costs shall be divided in equal shares among the Class I Limited Partners:

- Straight write off for the calendar year 2000
- Short term depreciation
- Downtown rehabilitation investment tax credits
- Federal taxes

State taxes

Any other tax advantage programs not specifically listed above, with the exception of those benefits allocated in SECTION 2.02 (a) (2)

2. The following tax benefits shall inure to the benefit of the Class II Limited Partner:

All long term depreciation

3. All profits and losses other than those identified in SECTION 2.02 (a) (1) and in SECTION 2.02 (a) (2) shall be divided in equal shares among the Class III Limited Partners.

b) The respective interests of the Partners in the profits and losses of the Partnership shall remain as set forth above unless changed by amendment to this Agreement subject to the provisions of SECTION 8.09, or by an assignment of an interest in the Partnership authorized by the terms of this Agreement subject to the provisions of ARTICLE VI. Net profits and losses shall, for Partnership accounting purposes, be calculated in accordance with generally accepted accounting principles consistently applied. For tax purposes, all items of depreciation, gain, loss, deduction or credit shall be allocated to and among the Partners in accordance with SECTION 2.02 (a) of this Agreement.

SECTION 2.03 Tax Status.

Any provision hereof to the contrary notwithstanding, solely for the United States Federal Income Tax purposes, each of the Partners hereby recognizes that the Partnership will be subject to all the applicable provisions of the United States Internal Revenue Code, as it may be amended from time to time ("Code"); provided, however, that the filing of the U.S. Partnership Income tax returns shall not be construed to extend the purposes of the Partnership or expand the obligations or liabilities of the Partners.

At the request of any Partner, the Partnership shall make an election under Section 754 of the Code in the event of a distribution of Partnership Property as described in Section 734 of the Code or a transfer by a Partner of his interest in the Partnership as described in Section 743 of the Code.

ARTICLE III **MANAGEMENT**

SECTION 3.01 Management of Partnership.

a) Except as provided in subsection (c) below, or as otherwise expressly provided in this Agreement, the overall management and control of the business and affairs of the partnership shall be vested solely in the General Partners. For decision making purposes, the General Partner shall strive to work by consensus, but in the event of disagreement, their respective voting shares shall be as follows:

General Partner One	52%
General Partner Two	15%
General Partner Three	15%
General Partner Four	18%

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b) Except as provided in subsection (c) below, or as otherwise expressly provided in this Agreement, the General Partners shall have the exclusive right and full authority and obligation to manage, conduct and operate the Partnership's business, and all decisions respecting any matter set forth herein or otherwise affecting or arising out of the conduct of the business of the Partnership shall be made by a 50% vote of the General Partners. Specifically, but not by way of limitation, the General Partners shall be authorized in the name and on behalf of the Partnership.

- i) To borrow money and, as security therefore, to mortgage, pledge, or otherwise encumber the assets of the Partnership;
- ii) To cause to be paid on or before the due date thereof all amounts due and payable by the Partnership to any person or entity;
- iii) To employ such agents, employees, managers, accountants, attorneys, consultants and other person necessary or appropriate to carry out the business and affairs of the Partnership, and to pay such fees, expenses, salaries, wages and other compensation to such persons as it shall in its sole discretion determine, subject to the provisions of SECTION 3.06.
- iv) To pay, extend, renew, modify, adjust, submit to arbitration, prosecute, defend or compromise, upon such terms as it may determine and upon such evidence as it may deem sufficient, any obligation, suit, liability, cause of action or claim, including taxes, either in favor of or against the Partnership;
- v) To pay any and all fees and to make any and all expenditures which it, in its sole discretion, deems necessary or appropriate in connection with the organization of the Partnership, the management of the affairs of the Partnership, and the carrying out of its obligations and responsibilities under this Agreement;
- vi) To cause the Project to be maintained and operated in a manner which satisfies in all respects the obligations imposed with respect to such maintenance and operation by any mortgages encumbering the Project from time to time and by any agreement pertaining to the Project;
- vii) To cause necessary and proper repairs to be made and supplies necessary for the proper operation, maintenance and repair of the Project;
- viii) To cause to be obtained and continued in force all policies of insurance which it deems necessary or appropriate for the protection of the Partnership, its business and assets;
- ix) To cause to be paid any and all taxes, charges and assessments that may be levied, assessed or imposed upon any of the assets of the Partnership, unless the same are contested by the General Partners; and
- x) To engage in any kind of activity and to enter into, perform and carry out contracts of any kind necessary to, the purposes of the Partnership.

c) Notwithstanding the foregoing, no act shall be taken, sum expended, decision made or

obligation incurred by the Partnership or any Partner with respect to the sale or other disposition out of the ordinary course of business of all or a major portion of the Project (a "Major Decision") unless such Major Decision has been approved in writing by at least 100% in interest of the Partners.

It is intent of the Partners that the daily decisions required to carry out and implement such Major Decision shall be made by the General Partners, who shall have the power to negotiate the details of legal agreements, amend documents or modify them where required to implement the Major Decision, and otherwise to deal on a daily basis with the operations of the Partnership.

d) At such time as the tax benefits set forth in SECTION 2.02 (a) (1) of this Agreement have been exhausted, then all of the rights of the Class I Limited Partners shall automatically terminate, and the Class I Limited Partners shall from that time forward have no right to participate in any partnership activities. All references to voting percentages set forth in this Agreement shall refer to percentages of the partners that remain in the Partnership after the termination of the rights of the Class I Limited Partners.

e) At such time as the tax benefits set forth in SECTION 2.02 (a) (2) of this Agreement have been exhausted, then all of the rights of the Class II Limited Partner shall automatically terminate, and the Class II Limited Partner shall from that time forward have no right to participate in any partnership activities. All references to voting percentages set forth in this Agreement shall refer to percentages of the partners that remain in the Partnership after the termination of the rights of the Class II Limited Partner.

f) At such time as the rights of the Class I Limited Partners terminate, and from that time forward, the number of General Partners shall be reduced to two, and the two remaining General Partners shall be Aaron Engle, individually, and Saint Mary's P.O., Inc., or their respective successors duly appointed pursuant to the applicable terms of this Agreement. At such time, the voting percentages for the General Partners shall change to the following:

Aaron Engle	50%
Saint Mary's P.O., Inc.	50%

g) At such time as the rights of the Class II Limited Partners terminate, and from that time forward, the number of General Partners shall be reduced to one, and the one remaining General Partner shall be Aaron Engle, individually, or his successor duly appointed pursuant to the applicable terms of this Agreement. At such time, the voting percentages for the General Partners shall change to the following:

Aaron Engle	100%
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h) Under proper approval of any action pursuant to the terms of this Agreement, any one

of the General Partners may execute all documentation necessary to complete the approved transaction.

i) As an integral part of this Agreement, the Partners collectively agree that Louis Ferris shall act as an appointed Vice President of Saint Mary's P.O., Inc. for the limited purpose of completing any loan transaction relating to the Property. Louis Ferris is authorized to execute all documentation necessary to complete such transaction on behalf of the Partnership, including but not limited to execution of a Promissory Note and Mortgage on the Property. The duties and authority of the specially appointed General Partner shall automatically terminate on July 1, 2001. It is a specific condition of this provision that Louis Ferris shall not become personally liable for any term or obligation of any loan transaction which he enters into on behalf of the Partnership.

SECTION 3.02 Meeting of Partners.

The General Partner shall give to the Limited Partners sufficient advance notice to attend and participate in meetings and proceedings affecting, or relating to, any Major Decision. Upon written request by at least 50% in interest of the Partners to the General Partners, the General Partners shall at least once during each fiscal year of the Partnership call and attend a meeting of all Partners at the place specified in SECTION 1.07 or at such other place, and at some time, as shall be mutually agreeable to all Partners.

SECTION 3.03 Withdrawal or Removal of General Partners and Election of Successor General Partners.

a) The General Partners, or any one of them, shall not voluntarily retire or withdraw from the Partnership, except with the prior written consent of all Limited Partners.

b) Upon the written consent or affirmative vote of all the Limited Partners, the General Partners, or any one of them, may be removed if, but only if, the General Partner or Partners agree to be removed, or if said General Partners or Partner fail materially to perform any of their obligations under this Agreement and such failure is not remedied within sixty (60) days after written notice specifying in detail the nature of such failure is provided to the defaulting General Partner by the Limited Partners.

c) If one or more of the General Partners resigns or is unable to serve, whether through incapacity or otherwise, then the remaining General Partner or Partners shall carry out all business of the Partnership, subject to the provisions of SECTION 3.01 (f) and SECTION 3.01 (g). If all of the General Partners resign or are unable to serve, the Partnership, by unanimous vote by the Class I, Class II and Class III Limited Partners, may elect a successor General Partner to carry out the duties assigned to the General Partners under the terms of this Limited Partnership Agreement. In the event that a successor general partner is not elected, then the Partnership shall then dissolve pursuant to ARTICLE V (iv) hereunder.

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d) Notwithstanding any other provision of this Agreement, the Nominee General Partners and the Class I and Class Nominee Limited Partners shall each have the right to substitute the person for whom they are acting as Nominees in their place as a General Partner or a Limited Partner, respectively. In the event of any such substitution, the main person who replaces the Nominee Partner shall assume and exercise all rights and responsibilities of the replaced partner under the terms of this Agreement. The substitution shall be by means of a notarized certificate, executed by the Partner who is being replaced, and there shall be no requirement that such substitution be approved by any of the other Partners.

SECTION 3.04 Services of the General Partners; Participation in Other Projects.

During the existence of the Partnership, the General Partners shall devote such time and effort to the Partnership business as may be necessary to promote adequately the interests of the Partnership and the mutual interests of the Partners; however, it is specifically understood and agreed that the General Partners shall not be required to devote full time to Partnership business and, except as set forth in subsection (b) below, may engage in and possess an interest in other business ventures of any and every type and description, independently or with others, including, without limitation, the ownership, development, operation and management of real estate and the practice of any trade or profession, and neither the Partnership nor any Partners shall by virtue of this Agreement have any right, title or interest in or to such independent ventures. General Partners may receive compensation for services, at a rate approved of by the General Partners.

SECTION 3.05 Limitations on Limited Partners.

Except as specifically provided herein, no Limited Partner shall: a) be permitted to take part in the control of the business or affairs of the Partnership; b) have any voice in the management or operation of any Partnership Property; or c) have the authority or power in his capacity as a Limited Partner to act as agent for or on behalf of the Partnership or any other Partner, or to incur any expenditures on behalf of or with respect to the Partnership.

SECTION 3.06 Liability of the General Partners.

The General Partners (and the Partners thereof) shall not be liable, responsible or accountable in damages or otherwise to the Limited Partner for any act or omission performed or omitted by them in good faith on behalf of the Partnership and in a manner reasonably believed by them to be within the scope of the authority granted to them by this Agreement and in the best interests of the Partnership unless the General Partners (or the partners thereof) shall have been guilty of gross negligence or willful misconduct with respect to such acts or omissions. The General Partners shall be indemnified by the Partnership for any acts performed by them within the scope of the authority conferred upon them by this Agreement; provided, however, such indemnity shall be payable only if the General Partners: a) acted in good faith and in a manner it reasonably believed to be in, or not opposed to, the best interests of the Partnership and the Partners, and b) had no reasonable grounds to believe that its conduct was negligent or unlawful.

Any indemnification under this SECTION 3.06 shall be paid from, and only to the extent of, Partnership assets, and no Limited Partner shall have any personal liability on account thereof.

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ARTICLE IV ACCOUNTING

SECTION 4.01 Accounting.

a) The fiscal year of the Partnership shall end on December 31st.

b) The books of account of the Partnership shall be kept by the General Partners and maintained at all times at the place or places approved by the Partners. The books of account shall be maintained on an accrual basis in accordance with generally accepted accounting principles, consistently applied, and shall show all items of income and expense.

c) The General Partners shall cause the books of the Partnership to be examined and audited annually and to be prepared and furnished to each of the Partners within ninety (90) days after the close of each fiscal year a balance sheet of the Partnership dated as of the end of the fiscal year and a related statement of income or loss for the Partnership for such fiscal year, all of which shall be certified in the customary manner by Angela Norder & Company, or such other firm of certified public accountants as may be selected by the General Partners and approved by all of the Limited Partners. Also within such ninety (90) day period, the General Partners shall furnish each Limited Partner with such information as may be needed to enable each Limited Partner to file his or its federal income tax return.

The General Partners shall also cause to be prepared and furnished to each of the Partners, within sixty (60) days after the end of each fiscal quarter (other than the last fiscal quarter), of the Partnership, unaudited financial reports for such fiscal quarter, including a balance sheet and related statement of income or loss, which shall be signed by the General Partners.

The cost of all such reporting shall be paid by the Partnership as a Partnership expense.

Any Limited Partner shall have the right to require an audit of the Partnership's financial statements, at the Partnership's expense.

d) Each Partner shall have the right at all reasonable times during usual business hours to audit, examine and make copies of or extracts from the books of account of the Partnership. Such right may be exercised through any agent or employee of such Partner designated by it or him or by a certified public accountant designated by such Partner. Each Partner shall bear all expenses incurred in any examination made for such Partners's account.

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ARTICLE V
DISSOLUTION AND TERMINATION

SECTION 5.01 Events of Dissolution.

a) The Partnership shall be dissolved upon the first to occur of the following events:

- i) Upon the decision of at least 100% in interest of the Partners to dissolve the Partnership;
- ii) Upon the sale or taking by eminent domain of all or substantially all of the interest of the Partnership in the Property or the Improvements;
- iii) Upon the occurrence of any event specified under the laws of the State of Florida as one effecting dissolution;
- iv) Upon the retirement or withdrawal of the General Partners with the consent of all the Limited Partners pursuant to SECTION 3.03, if such General Partners are not replaced;
- v) Upon the removal of the General Partners pursuant to SECTION 3.03, if such General Partners are not replaced;
- vi) Upon the filing of the General Partners of a voluntary petition in bankruptcy or upon an adjudication of the General Partners as bankrupt or insolvent, or upon the filing by the General Partners of any petition or answer seeking any reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar relief for itself under the present or any future Federal Bankruptcy Act or any other present or future applicable federal, state or other statute or law regarding bankruptcy, insolvency or other relief for debtors, or the General Partner's seeking, or consenting to, or acquiescing in the appointment of any trustee, receiver, conservator, or liquidator of General Partners or of all or any substantial portion of its Property or of its interest in the Partnership.

(b) Notwithstanding the foregoing, the Partnership shall not be dissolved upon the occurrence of an event specified in subsection (a) (iv) above if all of the Limited Partners within thirty (30) days thereafter elect to continue the Partnership and its business, or select a successor general partner.

(c) Dissolution of the Partnership shall be effective on the day on which the event occurs giving rise to the dissolution, but the Partnership shall not terminate until the Partnership's Certificate of Limited Partnership shall have been canceled or the assets of the Partnership shall have been distributed as provided herein. Upon dissolution of the Partnership, the General Partners (or in the absence thereof, a liquidator appointed by all of the Limited Partners) shall liquidate the assets of the Partnership, apply and distribute the proceeds thereof as contemplated by this Agreement and cause the cancellation of the Partnership's Certificate of Limited Partnership.

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SECTION 5.02 Distribution upon Liquidation.

(a) After payment of liabilities owing to creditors, the General Partners shall set up such reserves as they deem reasonably necessary for any contingent or unforeseen liabilities or obligations of the Partnership. Said reserves may be paid over by the General Partners to a bank, to be held in escrow for the purpose of paying any such contingent or unforeseen liabilities or obligations and, at the expiration of such period as the General Partners may deem advisable, such reserves shall be distributed to the partners or their assigns in the order of priority set forth in SECTION 5.02 (b). After paying such liabilities and providing for such reserves, the General Partners shall cause the remaining net assets of the Partnership to be distributed among the Partners in the manner set forth in SECTION 5.02 (b). In the event that any part of such net assets consists of real property, notes or accounts receivable or other non-cash assets, the General Partners shall take whatever steps they deem appropriate to convert such assets into cash or into any other form which would facilitate the distribution thereof. If any assets of the Partnership are to be distributed in kind, such assets shall be distributed on the basis of their fair market value.

(b) Distributions pursuant to this SECTION 5.02 shall be made in the following order of priority:

(i) There shall be distributed to each of the Partners, pro-rata in accordance with the respective capital accounts of the Partners at the time of such distribution, an amount equal to such Partner's capital account; and

(ii) There shall be distributed to each of the Partners, pro-rata in accordance with the respective capital accounts of the Partners at the time of such distribution, an amount equal to such Partner's capital account; and

(iii) Any excess shall be distributed to the Partners in accordance with the percentages of net profits and losses set forth in SECTION 2.02.

ARTICLE VI

SALE, ASSIGNMENT, TRANSFER OR OTHER DISPOSITION

SECTION 6.01 Prohibited Transfers.

(a) Except as provided by SECTION 3.03 (d), a Partner may not sell, transfer, assign, pledge, or otherwise dispose of all or any part of his interest in the Partnership (whether voluntarily, involuntarily or by operation by law) unless all of the following conditions shall have been satisfied:

(i) At least 50% in interest of the Partners shall have previously consented to such assignment in writing;

(ii) No such assignment shall be made which, in the opinion of counsel to the Partnership, may result in the termination of the Partnership for purposes of Section 708 of the Code;

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(iii) No such assignment shall be made if, in the opinion of counsel to the Partnership, such assignment may not be effected without registration under the Securities Act of 1993, as amended, or would result in the violation of any applicable state securities laws;

(iv) The Partnership shall not be required to recognize any such assignment until the instrument conveying such interest has been delivered to the General Partners for recordation on the books of the Partnership; and

(v) Unless an assignee becomes a substituted partner in accordance with the provisions set forth below, he shall not be entitled to any of the rights granted to a Partner hereunder, other than the right to receive all or part of the share of the net profits, net losses, cash distributions or returns of capital to which his assignor would otherwise be entitled.

(b) An assignee of the interest of a Partner, or any portion thereof, shall become a substituted partner entitled to all the rights of the assigning Partner if, and only if:

(i) The assignor gives the assignee such right;

(ii) At least 100% in interest of the Partners consent to such substitution;

(iii) The assignee pays to the Partnership all costs and expenses incurred in connection with such substitution, including specifically, without limitation, costs incurred in amending the Partnership's then current Certificate of Partnership; and

(iv) The assignee executes and delivers such instruments, in form and substance satisfactory to the General Partners, as the General Partners may deem necessary or desirable to such effect such substitution and to confirm the agreement of the assignee to be bound by all of the terms and provisions of this Agreement.

(c) Notwithstanding of the foregoing, the consent of the Partners pursuant to subsections (a) (i) or (b) (ii) above shall not be required with respect to any transfer or sale by a Limited Partner of its interest in the Partnership to (i) in the case of a Limited Partner which is a partnership, any partner of such partnership on the date such Limited Partner initially executed this Agreement, or (ii) any corporation or other entity, the stock or beneficial ownership of which is all or substantially owned by such Limited Partner.

(d) The Partnership and the General Partners shall be entitled to treat the record owner of any Partnership interest as the absolute owner thereof in all respects, and shall incur no liability for distributions of cash or other property made in good faith to such owner until such time as a written assignment of such interest has been received and accepted by the General Partners and recorded on the books of the Partnership. The General Partners may refuse to accept an assignment until the end of the next successive quarterly accounting period. In no event shall any Partnership interest, or any portion thereof, be sold, transferred or assigned to a minor or Incompetent, and any such attempted sale, transfer or assignment shall be void and ineffective and shall not bind the Partnership of the General Partners.

(e) Any transfer, sale, alienation, assignment, encumbrance or other disposition in contravention of any of the provisions of this SECTION 6.01 shall be void and ineffective, and shall not bind, or be recognized by, the Partnership.

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ARTICLE VII
SALE OF THE PROPERTY BY THE PARTNERSHIP

SECTION 7.01 Right of First Refusal.

If the Partnership, acting in accordance with SECTION 3.01 (c), shall determine to accept an offer from a third party (the "Offer") to purchase all or a major portion of the Project out of the ordinary course of the Partnership's business, the Partnership shall deliver a true copy of the Offer to each of the Partners. The Partners shall have the right to purchase the part of the Project which is the subject of the Offer, upon the exact terms and conditions embodied in the Offer, by written notice to such effect within thirty (30) days of receiving a copy of the Offer. If the Partners fail to exercise such option, the Partnership shall have the right to sell the Project pursuant to the Offer. In the event that more than one Partner exercises such option, the interest to be purchased shall be allocated pro rata among the purchasing Partners in accordance with their respective interests in the net profits and losses of the Partnership as set forth in SECTION 2.02.

SECTION 7.02 Right to Purchase.

Notwithstanding the provisions of SECTION 7.02, the Louis John Ferris III Trust and the Angelina Louise Ferris Trust shall have the following special rights to purchase:

The Louis John Ferris III Trust shall have the right, upon the thirtieth anniversary date of this Agreement, to purchase the Limited Partnership interest of the Angelina Louise Ferris Trust for a purchase price totaling \$350,000.00. In the event that the Louis John Ferris III Trust elects not to purchase the Limited Partnership interest of the Angelina Louise Ferris Trust, then the Angelina Louise Ferris Trust shall itself have the right to purchase the Limited Partnership share of the Louis John Ferris III Trust for the purchase price of \$350,000.00, within sixty (60) days after the thirtieth anniversary date of this Agreement.

ARTICLE VIII
GENERAL

SECTION 8.01 Notices.

All notices, demands or requests provided for or permitted to be given pursuant to this Agreement must be in writing, signed by the Partner giving such notice, demand or request, and shall be delivered personally, or deposited in the United States mail, postpaid and registered or certified with return receipt requested, addressed to the respective Partners at their addresses set forth in the Partnership's Certificate of Limited Partnership, or at such other address as may be supplied by written notice in conformity with the terms of this SECTION 8.01. All notices, demands and requests shall be effective upon being deposited in the United States mail or upon the date of personal delivery.

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TALLAHASSEE, FLORIDA

SECTION 8.02 Governing Laws.

This Agreement and the obligations of the Partners hereunder shall be interpreted construed and enforced in accordance with the laws of the State of Florida.

SECTION 8.03 Entire Agreement.

This Agreement contains the entire agreement between the parties hereto relative to the formation of a Partnership to develop the Project. No variations, modifications, or changes herein or hereof shall be binding upon any party hereto unless set forth in a document duly executed by or on behalf of such party.

SECTION 8.04 Waiver.

No consent or waiver, express or implied, by any Partner to or of any breach or default by the other Partners in the performance by the others of their obligations hereunder shall be deemed by construed to be a consent or waiver to or of any other breach or default in the performance by such other Partners of the same or any other obligations hereunder. Failure on the part of any Partner to complain of any act or failure to act of any of the Partners or to declare any of the other Partners, irrespective of how long such failure continues, shall not constitute a waiver by such Partner of its rights hereunder.

SECTION 8.05 Severability.

If any provision of this Agreement or the application thereof to any person or circumstance shall be invalid or unenforceable to any extent, the remainder of this Agreement and the application of such provisions to other persons or circumstances shall not be affected thereby and shall be enforced to the greatest extent permitted by law.

SECTION 8.06 Binding Agreement.

Subject to the restrictions on transfers and encumbrances set forth herein, this Agreement shall inure to the benefit of and be binding upon the undersigned Partners and their respective successors and assigns. Whenever, in this Agreement, a reference to any party or Partner is made, such reference shall be deemed to include a reference to the successors and assigns of such party or Partner.

SECTION 8.08 Partition.

The Partners hereby agree that no Partner nor any successor-in-interest to any Partner, shall have the right while this Agreement remains in effect to have the Property of the Partnership partitioned, or to file a complaint or institute any proceeding at law or in equity to have the Property of the Partnership partitioned, and each Partner on behalf of himself, his successors,

- representatives heirs, and assigns, hereby waives any such right, and also waives, to the extent permitted by applicable law, any right to file a notice of pendency of action against the Property. It is the intention of the Partners that during the term of this Agreement, the rights of the Partners and their successors-in-interest, as among themselves, shall be governed by the terms of this Agreement, and that the right of any Partner or successor-in-interest to assign, transfer, sell or otherwise dispose of his interest to assign, transfer, sell or otherwise dispose of his interest in the Property and/or the improvements shall be subject to the limitations and restrictions of this Agreement.

SECTION 8.09 Amendment.

This Agreement may be changed, modified or amended only by an instrument in writing duly executed by at least 100% of the Partners.

SECTION 8.10 Power of Attorney.

Each Limited Partner does hereby irrevocably constitute and appoint the General Partner his true and lawful agent and attorney-in-fact, with full power and authority in his name, place and stead, to make, execute, acknowledge, swear to, deliver, file and record such documents and instruments as may be necessary or appropriate to carry out the provisions of this Agreement, including, but not limited to, (a) such amendments to this Agreement and the Partnership's Certificate of Limited Partnership, as amended from time to time, as are necessary to admit a substituted or additional limited partner or substituted general partner to the Partnership pursuant to Article VI hereof, and (b) such documents and instruments as are necessary to cancel the Partnership's Certificate of Limited Partnership pursuant to SECTION 5.01 hereof. The foregoing power of attorney, being couple with an interest, is hereby declared to be irrevocable, and shall survive the death, dissolution or incapacity of any Limited Partner.

SECTION 8.11 Counterparts.

This Agreement may be executed in a number of counterparts, all of which together shall for any purposes constitute one Agreement, binding on all the Partners notwithstanding that all Partners have not signed the same counterpart.

SECTION 8.12 Additional Provisions.

These Additional Provisions are attached to and form a part of this Amended and Restated Limited Partnership Agreement, and shall be attached to and form a part of the Certificate of Formation of S.T.M.P.O. Limited Partnership (the "LP"). In the event of any discrepancies between the Certificate of Formation or this Amended and Restated Limited Partnership Agreement and these Additional Provisions, the terms and provisions of these Additional Provisions shall control. As used herein, the term "Premises" shall mean 7345 W. Mount Vernon Street, Glen St. Mary, Florida, and the term "Lender" shall mean Bedford Capital Funding, LLC,

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TALLAHASSEE

a Delaware limited liability company, and its successors and assigns.

1. The purpose for which the LP is organized is limited solely to (A) owning, holding, selling, leasing, transferring, exchanging, operating and managing the Premises, (B) entering into a loan agreement with the Lender, (C) refinancing the Premises in connection with a permitted repayment of the loan evidenced by the loan documents executed in connection with the loan agreement ("Loan") and (D) transacting any and all lawful business for which a LP may be organized under the laws of the LP's state of organization ("Florida") that is incident, necessary and appropriate to accomplish the foregoing.

2. The LP's ability to incur indebtedness other than the Loan is limited to incurring liabilities in the ordinary course of its business that are related to the ownership and operation of the Premises, and the leasing thereof to the United States Postal Service.

3. The LP is prohibited from engaging in any dissolution, liquidation, consolidation, merger or sale of substantially all its assets for so long as the Loan is outstanding.

4. No transfer of any direct or indirect ownership interest in the LP may be made such that the transferee owns, in the aggregate with the ownership interests of its affiliates and family members in the LP, more than a 49% interest in the LP (or such other interest as specified in the Loan documents or by a rating agency), unless (i) such transfer is conditioned upon the delivery of an acceptable non-consolidation opinion to the holder of the Loan and to any applicable rating agency concerning, as applicable, the LP, the new transferee and/or their respective owners, and (ii) the applicable rating agencies confirm that the transfer will not result in a qualification, withdrawal or downgrade of any securities rating.

5. The LP shall:

- a. Maintain books and records separate from any other person or entity;
- b. Maintain its bank accounts separate from any other person or entity;
- c. Not commingle its assets with those of any other person or entity and hold all of its assets in its own name;
- d. Conduct its own business in its own name;
- e. Maintain separate financial statements, showing its assets and liabilities separate and apart from those of any other person or entity and not have its assets listed on the financial statement of any other entity;
- f. File its tax returns separate from those of any other entity;
- g. Pay its own liabilities and expenses only out of its own funds;
- h. Observe all limited partnership and other organizational formalities;
- i. Enter into transactions with affiliates only on a commercially reasonable basis and on terms similar to those of an arms-length transaction;
- j. Pay the salaries of its own employees only from its own funds;
- k. Maintain a sufficient number of employees in light of its contemplated business

operations;

- l. Not guarantee or become obligated for the debts of any other entity or person;
- m. Not hold out its credit as being available to satisfy the obligations of any other person or entity;
- n. Not acquire the obligations or shares of its affiliates or owners, including officers, partners, or shareholders, as appropriate;
- o. Not make loans to any other person or entity or to buy or hold evidence of indebtedness issues by any other person or entity (other than case and investment-grade securities);
- p. Allocate fairly and reasonably any overhead expenses that are shared with an affiliate, including paying for office space and services performed by any employee of an affiliate;
- q. Use separate stationery, invoices, and checks bearing its own name;
- r. Not pledge its assets for the benefit of any other person or entity, other than with respect to the Loan;
- s. Hold itself out as a separate entity;
- t. Correct any known misunderstanding regarding its separate identity;
- u. Not identify itself as a division of any other person or entity;
- v. Maintain adequate capital in light of its contemplated business operations;
- w. Not form, acquire or hold any subsidiary;
- x. Not allow a bank or insurance company to be a shareholder; and
- y. Maintain itself in good standing and/or qualified to do business in the State.

6. At least one Member of the LP shall be Saint Mary's P.O., Inc., which shall hold a 0.5% or greater partnership interest ("SPE Member"), and which shall comply with all of the criteria described in Sections 1-5 hereof and with the following:

a. The SPE Member is required to continue serving in the capacity of a general partner of the LP and own at least a 0.5% interest in the LP, so long as the Loan is outstanding.

b. The unanimous consent of all general partners is required for the SPE Member to:

(i) File or consent to the filing of any bankruptcy, insolvency or reorganization case or proceeding; institute any proceedings under any applicable insolvency law or otherwise seek any relief under any laws relating to the relief from debts or the protection of debtors generally;

(ii) Seek or consent to the appointment of a receiver, liquidator, assignee, trustee, sequestrator, custodian or any similar official for the SPE Member or a substantial portion of either of their properties;

(iii) Make any assignment for the benefit of the creditors of the SPE Member's creditors;

or

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

c. The SPE Member is prohibited from amending the provisions specified herein without the consent of the Lender, or, after the securitization of the Loan only if the SPE Member receives (i) confirmation from each of the applicable rating agencies that such amendment would not result in the qualification, withdrawal or downgrade of any securities rating and (ii) approval of such amendment by the Lender or its assigns.

7. Upon the dissociation or withdrawal of the SPE Member from the LP, the LP must (i) appoint a replacement SPE Member which satisfies all of the requirements of Section 6 of these Additional Provisions, (ii) deliver an acceptable non-consolidation opinion to the holder of the Loan and to any applicable rating agency concerning, as applicable, the LP, the new SPE Member, and its owners, and (iii) obtain confirmation from the applicable rating agencies that the change in the SPE Member will not result in a qualification, withdrawal or downgrade of any securities rating.

8. If any member of the LP is not a Special Purpose Entity, then the LP shall continue its existence (and not dissolve) for so long as a solvent member exists.

9. If there is a death, dissolution or other "termination event" of one or more Members and at least one Member remains, the LP shall not dissolve.

10. The unanimous consent of all members (including that of the SPE Member(s) is required for the LP to:

a. File or consent to the filing of any bankruptcy, insolvency or reorganization case of proceeding; institute any proceedings under any applicable insolvency law or otherwise seek any relief under any laws relating to the relief from debts or the protection of debtors generally;

b. Seek or consent to the appointment of a receiver, liquidator, assignee, trustee, sequestrator, custodian or any similar official for the LP or a substantial portion of its properties;

c. Make any assignment for the benefit of the LP's creditors; or

d. Take any action in furtherance of any of the foregoing.

11. The LP is prohibited from amending the provisions specified in paragraphs 1-11 herein without the consent of the Lender, or, after the securitization of the Loan only if the LP receives (i) confirmation from each of the applicable rating agencies that such amendment would not result in the qualification, withdrawal or downgrade of any securities rating and (ii) approval of such amendment by the Lender or its assigns.

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**Amended Limited Partnership Agreement
S.T.M.P.O. Limited Partnership**

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TALLAHASSEE, FLORIDA

IN THE PRESENCE OF:

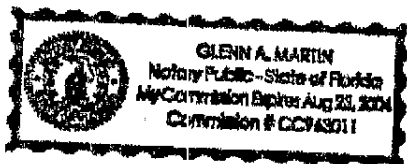
GENERAL PARTNER ONE

Linda Philley

Aaron Engle
AARON ENGLE, Individually

STATE OF FLORIDA
COUNTY OF Volusia

At Port Orange, Florida, this 8th day of JANUARY, 2001, personally appeared AARON ENGLE, and he acknowledged this instrument, by him sealed and subscribed, to be his free act and deed.



Glenn A. Martin
Notary Public
My Commission expires:

IN THE PRESENCE OF:

GENERAL PARTNER TWO

James J. Williams

Aaron Engle
AARON ENGLE, as Nominee Trustee

STATE OF FLORIDA
COUNTY OF Volusia

At Port Orange, Florida, this 9th day of JANUARY, 2001, personally appeared AARON ENGLE, and he acknowledged this instrument, by him sealed and subscribed, to be his free act and deed.

James J. Williams
Notary Public
My Commission expires:



Linda F. Williams
MY COMMISSION # CC779637 EXPIRES
September 30, 2002
BONDED THROUGH TROY PARK INSURANCE, INC.

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SECRETARY OF STATE
TALLAHASSEE, FLORIDA

Amended Limited Partnership Agreement
S.T.M.P.O. Limited Partnership

IN THE PRESENCE OF:

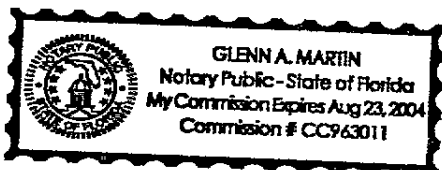
Linda Phillips
LINDA PHILLIPS

GENERAL PARTNER THREE

Aaron Engle
AARON ENGLE, as Nominee Trustee

STATE OF FLORIDA
COUNTY OF Volusia

At Port Orange, Florida, this 8th day of JANUARY, 2001, personally appeared AARON ENGLE, and he acknowledged this instrument, by him sealed and subscribed, to be his free act and deed.



Glenn A. Martin
Notary Public
My Commission expires:

IN THE PRESENCE OF:

Ora Kuenn
ORA KUENN

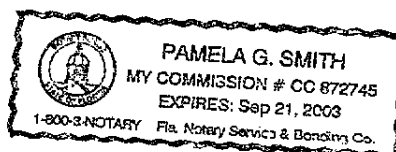
GENERAL PARTNER FOUR

Saint Mary's P.O. Inc., by Louis Ferris
its duly authorized agent as Nominee Trustee

STATE OF FLORIDA
COUNTY OF Baker

At Macclenny, Florida, this 9 day of JANUARY, 2001, personally appeared LOUIS FERRIS, and he acknowledged this instrument, by him sealed and subscribed, to be his free act and deed.

Pamela D. Smith
Notary Public
My Commission expires: 9-21-2003



Amended Limited Partnership Agreement
S.T.M.P.O. Limited Partnership

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 TALLAHASSEE, FLORIDA

IN THE PRESENCE OF:

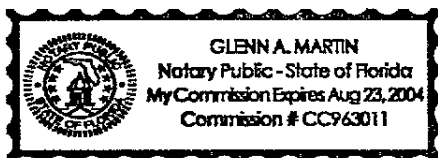
CLASS I LIMITED PARTNER

Linda Phillips
 LINDA PHILLIPS

Aaron Engle
 AARON ENGLE, individually

STATE OF FLORIDA
 COUNTY OF Volusia

At Port Orange, Florida, this 8th day of JANUARY, 2001, personally appeared AARON ENGLE, and he acknowledged this instrument, by him sealed and subscribed, to be his free act and deed.



Glenn A. Martin
 Notary Public
 My Commission expires:

IN THE PRESENCE OF:

CLASS II LIMITED PARTNER

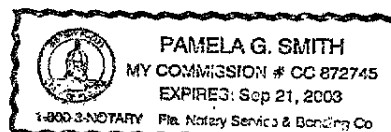
Ora Kuenn
 OKA KUENN

Saint Mary's P.O., Inc., by Louis Ferris,
 its duly authorized agent as Nominee
 Trustee

STATE OF FLORIDA
 COUNTY OF Baker

At Macclenny, Florida, this 9 day of JANUARY, 2001, personally appeared AARON ENGLE, and he acknowledged this instrument, by him sealed and subscribed, to be his free act and deed.

Pamela D. Smith
 Notary Public
 My Commission expires: 9-21-2003



• Amended Limited Partnership Agreement
S.T.M.P.O. Limited Partnership

IN THE PRESENCE OF:

Ora Kuenn
Ora Kuenn

CLASS III LIMITED PARTNER

[Signature]
Louis Ferris, Trustee of the Louis
John Ferris III, Trust

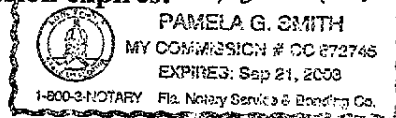
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SECRETARY OF STATE
TALLAHASSEE, FLORIDA

STATE OF FLORIDA
COUNTY OF BAKER

At Macleanny, Florida, this 9 day of JANUARY, 2001, personally
appeared AARON ENGLE, and he acknowledged this instrument, by him sealed and
subscribed, to be his free act and deed.

Pamela D. Smith
Notary Public

My Commission expires: 9-21-2003



IN THE PRESENCE OF:

Ora Kuenn
Ora Kuenn

CLASS III LIMITED PARTNER

[Signature]
Louis Ferris, Trustee of the Angelina
Louise Ferris Trust

STATE OF FLORIDA
COUNTY OF BAKER

At Macleanny, Florida, this 9 day of JANUARY, 2001, personally
appeared AARON ENGLE, and he acknowledged this instrument, by him sealed and
subscribed, to be his free act and deed.

Pamela D. Smith
Notary Public

My Commission expires: 9-21-2003

