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DANIEL HICKS, P.A.
STEPHANIE D. STAPLE, ESQUIRE

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REAL PROPERTY:
SHEILA HOWARD, L.A.

December 4, 2000

Secretary of State
The Division of Corporation
409 East Gains Street
Tallahassee, Florida 32301

Re: *Starlight Stables, Ltd.*

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Dear Sir or Madam:

Enclosed is the original Articles of Incorporation for Starlight Stables, Ltd., which we request you file. Also, enclosed is our firm check in the amount of \$1,750.00 purported to be the filing fee in this regard.

Thank you for your attention and, should you have any questions, please do not hesitate to contact us.

Sincerely,
DANIEL HICKS, P.A.

By: 
Daniel Hicks

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SECRETARY OF STATE
TALLAHASSEE, FLORIDA

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Enclosures

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DANIEL HICKS, P.A.

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REAL PROPERTY:
SHEILA HOWARD, L.A.

December 18, 2000

Via Federal Express

Ms. Tammie Cline
Secretary of State
The Division of Corporation
409 East Gains Street
Tallahassee, Florida 32301

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SECRETARY OF STATE
TALLAHASSEE, FLORIDA

Re: *Starlight Stables, Ltd.*

Dear Ms. Cline:

Pursuant to our recent telephone conference, enclosed are the new articles for *Starlight Stables, Ltd.*, which we request you file. Also, enclosed is our firm check in the amount of \$35.00 purported to be the fee required for designation of registered agent. As you are aware, we previously forwarded our firm check in the amount of \$1,750.00 in payment of the required filing fee in this regard.

Please void the articles that were previously forwarded to you on December 4, 2000 and return to us along with certification of these revised articles.

Thank you for your attention and, should you have any questions, please do not hesitate to contact us.

Sincerely,

DANIEL HICKS, P.A.

By: 
Debra S. Nickel, Paralegal

/dn
Enclosures

CERTIFICATE OF LIMITED PARTNERSHIP OF

**STARLIGHT STABLES, LTD.
a Florida limited partnership**

The undersigned general partner desiring to form a limited partnership pursuant to the Florida Revised Uniform Limited Partnership Law as set forth in Section 620.108 of the Florida Statutes, hereby states the following:

1. The name of the Partnership is STARLIGHT STABLES, LTD.
2. The address of the office of the Partnership is 510 S.E. Hwy 484, Ocala, Florida.
3. The name, business and mailing address of the agent for service of process on the Partnership are Jack Wolf, 1759 Bayshore Road, Nokormis, Florida 34275-1413.
4. The name, business and mailing address of the general partner is Babe Equine Services, L.L.C., 510 S.E. Hwy 484, Ocala, Florida 34480. *L33-14959*
5. The mailing address of the Partnership is 510 S.E. Hwy 484, Ocala, Florida 34480.
6. The latest date upon which the Partnership shall dissolve is December 4, 2030.

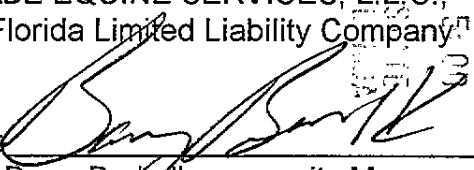
The execution of this certificate by the undersigned general partners constitutes an affirmation under the penalties of perjury that the facts stated herein are true.

IN WITNESS WHEREOF, this certificate of Limited Partnership has been executed by all of the general partners of STARLIGHT STABLES, LTD. this 19 day of December, 2000.

STARLIGHT STABLES, LTD. by its
General Partner

BABE EQUINE SERVICES, L.L.C.
a Florida Limited Liability Company

By


Barry Berkelhammer, its Manager

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CLERK OF CIRCUIT COURT
FLORIDA
11th JUDICIAL CIRCUIT
IN AND FOR THE COUNTY OF
SANTA FE

STARLIGHT STABLES, LTD.

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STARLIGHT STABLES, LTD.
(a Florida limited partnership)

ARTICLES OF LIMITED PARTNERSHIP

AGREEMENT by and among Babe Equine Services, L.L.C, a Florida limited liability company, of 510 S.E. Hwy 484, Ocala, Florida, as general partner (hereinafter referred to as the "General Partner"), and the Jack Wolf-Roth IRA of 1759 Bayshore Road, Nokormis, Florida, as limited partner (hereinafter referred to as the "Limited Partner"), and all of whom are collectively referred to hereinafter as the "Partners").

WHEREAS, the Partners have agreed to form a Limited Partnership (hereinafter referred to as the "Partnership"), pursuant to the laws of the State of Florida;

NOW THEREFORE, in consideration of the independent and mutual covenants herein contained, the parties do agree:

ARTICLE I
FORMATION OF THE PARTNERSHIP

The parties hereto do hereby form a Limited Partnership pursuant to the Florida Revised Uniform Limited Partnership Act.

ARTICLE II
NAME AND OFFICE

The Partnership shall be conducted under the name and style of STARLIGHT STABLES, LTD. The principal place of business and Office of the Partnership shall be at 510 S.E. Hwy 484, Ocala, Florida, or at such other place as the General Partner may from time to time designate by written notice to the place of business of the Partnership when and where required by the Partnership's business.

ARTICLE III
DEFINITIONS

The following terms used in this Agreement shall (unless otherwise expressly provided herein or unless the context otherwise requires) have the following respective meanings:

3.1 "Cash Available for Distribution" means that amount calculated by deducting from total cash revenues generated by the Properties and any other Partnership Investments (other than net proceeds resulting from sale or refinancing of a Property) (i) a cash charges, including debt amortization and interest, operating expenditures and other cash expenditures (whether for capital improvements or otherwise) to the extent they exceed available reserves and proceeds of insurance, (ii) noncash provisions for contingency replacement and other reserves but not for depreciation reserves and (iii) if not otherwise deducted, the expenses of the Partnership, including the General Partner's compensation.

3.2 "Cash Flow" means Cash Available for Distribution.

3.3 "Code means the Internal Revenue Code of 1986, as amended, or corresponding provisions of subsequent laws.

3.4 "Distribution(s)" means cash distributions made to Partners of Cash Available for Distribution and distributions made in kind.

3.5 "Effective Date" means the date on which the Agreement is executed by all Partners.

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3.6 "Gross Assets" means the total assets of the Partnership as reflected on its most recent audited financial statements, without decrease by reason of accumulated depreciation or Partnership liabilities.

3.7 "Initial Capital Contribution" means the initial amount paid by a Partner for its Interest in the Partnership.

3.8 "Interest" means a proportionate part of the original investment in the Partnership, including liabilities incurred, together with additional assessments and capital contributions as called for hereunder.

3.9 "Limited Partner" means the Limited Partner whose signatures are affixed hereto.

3.10 "Net Sale or Refinancing Proceeds" means that amount calculated by deducting from all revenue generated from any sale or refinancing of Property (i) the amount required to discharge any existing debt or release fees on Property, (ii) brokerage fees and commissions, (iii) filing fees, taxes and any other fees, charges, costs or expenses incurred in connection with the sale of Property, and (iv) any amount allocated by the General Partner to repayment of other debts of the Partnership.

3.11 "Partners" means the General Partner and the Limited Partner.

3.12 "Partnership" means STARLIGHT STABLES, LTD.

3.13 "Partnership Accountants" means such firm of independent certified public accountants as the General Partner shall select.

3.14 "Property" means the Interest of the Partnership in each item of tangible personal property, together with the improvements constructed or to be constructed thereon and tangible personal property associated therewith, which the Partnership has segregated on its books as a separate investment.

3.15 "Withdrawal" means the removal or retirement of the General Partner from the Partnership or the legal incapacity, dissolution or bankruptcy of the General Partner. For purposes of this definition, the bankruptcy of the General Partner shall be deemed to occur when such General Partner files a petition in bankruptcy or voluntarily takes advantage of any bankruptcy or insolvency laws, or is adjudicated to be bankrupt, or a petition or answer is not discharged or denied prior to the expiration of sixty (60) days after such date of filing.

**ARTICLE IV
PURPOSES AND POWERS**

Business of the Partnership. The purpose of the business to be carried on by the Partnership shall be to purchase racing prospects and active racehorses. The intent of the Partnership is to resell all or part of the horses when they achieve optimum value during their racing careers. This Partnership will be considered an operating company so as to qualify as an appropriate plan asset according to the Department of Labor Regulation-29 C.F.R. section 2510.3-101.

**ARTICLE V
INVESTMENT AND OPERATIONAL POLICIES**

The acquisition by the Partnership of Interests in equine properties shall be made by the General Partner or its delegate as described herein in its discretion.

The Partnership may not borrow from banks and other financial institutions and lenders or from any Partner or Partners.

**ARTICLE VI
VOTES OF GENERAL PARTNER**

The General Partner shall make all decisions which it is empowered to make either by this Agreement or by the laws of the State of Florida, except as otherwise provided herein.

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TALLAHASSEE, FLORIDA

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**ARTICLE VII
TERM**

The Partnership shall terminate on November 30, 2030, unless sooner terminated pursuant to ARTICLE XV.

**ARTICLE VIII
PARTNERS**

- 8.1 BABE EQUINE SERVICES, L.L.C shall be the General Partner, 510 S.E. Hwy 484, Ocala, Florida.
- 8.2 The Jack Wolf-Roth IRA shall be the Limited Partner, 1759 Bayshore Road, Nokormis, Florida.

**ARTICLE IX
CAPITAL OF THE PARTNERSHIP**

9.1 General Provisions. A Capital Account shall be established for each Partner and shall be credited with the amounts of the respective Partner's capital investment in the Partnership. A Partner's initial capital contribution shall be the amount of the contributions of the Partners as set forth in Schedule A. Additional capital contributions shall not be required except upon approval of both partners and shall be made in accordance with the partners' percentage interests unless otherwise agreed upon by the partners. Capital contributions may be made in cash or in kind as agreed by the partners.

9.2 Adjustments to Capital Accounts. Each Partner's capital account shall be adjusted each time a Partner makes a contribution to the capital of the Partnership, each time a Partner receives a distribution from the Partnership, and each time a Partnership Interest is transferred. In each instance the capital of the Partnership shall be valued in the manner described hereunder in paragraph 14.7 of ARTICLE XIV.

However, contrary to the above, should the Partnership be terminated on or before June 1, 2001, on liquidation, the General Partner shall only receive its initial capital contribution of \$100.00; at all times thereafter, the General Partner shall receive a pro rata return of capital, only after the Limited Partner receives the return of its initial capital contribution.

9.3 Limitation of Liability. Except as required by law no Limited Partner shall be liable for any of the losses debts or engagements of the Partnership beyond the aggregate amount of capital contributions made by it, and its share of the undistributed net income of the Partnership or be required to contribute any capital in addition to the initial capital contributions described in this ARTICLE IX or required to lend funds to the Partnership. Except as specifically provided herein, the General Partner shall have no personal liability for the payment of the capital investments of the Limited Partner.

**ARTICLE X
ACCOUNTING RECORDS, REPORTS AND MEETINGS**

10.1 Fiscal Year. The Partnership shall adopt a December 31 fiscal year for financial reporting and for Federal income tax purposes.

10.2 Records and Accounting. At all times during the continuance of the Partnership the General Partner shall keep or cause to be kept books of account, which shall be adequate and appropriate for the Partnership business, in which each transaction of the Partnership shall be entered fully and accurately. Such books and records shall be kept on a basis consistent with the accounting methods followed by the Partnership for Federal income tax purposes and, where deemed appropriate in the discretion of the General Partner, in accordance with generally accepted accounting principles and procedures applied in a consistent manner. Such books and records shall include such separate and additional accounts for each Partner as shall be necessary to reflect accurately the rights and interests of the respective Partners and shall

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specifically reflect the name and address of each Partner, and the Interest held by it for the purpose of determining recipients of distributions and notices. Such books of account, together with a copy of the Agreement of Limited Partnership and any amendments thereto a certified copy of the Certificate of Limited Partnership and any amendments thereto, all documents relating to the ownership and condition of title of Partnership properties, and copies of all Partnership tax returns shall at all times be maintained at the principal office of the Partnership and each Partner, and its duly authorized representative, shall have access to them and the right to inspect and copy them at all reasonable times.

10.3 Reports. The Partnership will provide to each Partner:

(a) Within seventy-five (75) days after the end of each fiscal year, a copy of a balance sheet of the Partnership as of the last day of such fiscal year and a statement of income or loss for the Partnership for such year, all prepared in conformity with generally accepted accounting principles on a consistent basis, together with statements of Profit or Loss for Tax Purposes, Cash Available for Distribution, Net Sale or Refinancing Proceeds and any other information necessary for the preparation of individual tax returns.

(b) The annual statements shall be prepared by the Partnership's Accountants. Such annual statements shall also be provided to any person who was a Limited Partner at any time during the year covered by such annual statement. The information contained in such annual statement shall be shown on a per Interest basis.

(c) Copies of all federal, state and local tax returns of the Partnership and all schedules thereto for each fiscal year which shall have been prepared by the Partnership's Accountants and timely filed.

10.4 Accounting Decisions. All decisions as to accounting practices, except as specifically provided to the contrary in this Agreement, shall be made by the General Partner in accordance with generally accepted accounting principles and procedures and applied in a consistent manner. Such decisions must be acceptable to the Partnership's Accountants and the General Partner may conclusively rely upon the advice of such Accountants as to whether such decisions are in accordance with generally accepted accounting principles.

(a) The Partnership, to the extent permitted by applicable law and regulations, shall elect to treat as an expense for Federal income tax purposes all amounts incurred for real estate taxes, interest and other charges during or relating to the construction of any Property which may, in accordance with applicable laws and regulations, be considered as expenses.

(b) The Partnership, to the extent permitted by applicable laws and regulations shall elect to use such methods of depreciation on each depreciable portion of the assets of the Partnership as shall in the opinion of the General Partner be most favorable to the Partners.

(c) In the case of a transfer (as described in ARTICLE XIV of all or part of any Partnership Interest in the Partnership, the General Partner may elect to adjust the basis of the assets of the Partnership pursuant to Section 754 of the Code.

10.5 Meetings. Meetings of the Partnership may be called at any time by the General Partner. The Partnership shall meet no less than annually. Upon the call of a meeting, the General Partner shall cause notice to be given to the Partners entitled to vote on such matters that a meeting will be held at a time and place fixed by the General Partner which is not less than ten (10) nor more than sixty (60) days after the giving of the notice of the meeting. Voting rights in the Partnership for the purpose of such meetings shall be determined according to the respective capital accounts of each Partner in the Partnership. Meetings of the Partnership may be held at any place determined by the General Partner within the State of Florida. In the absence of such designation, meetings shall be held at the principal place of business of the Partnership. Notice of meetings shall be in writing, shall set forth the place, day and hour of the meeting, shall indicate the voting power of each Partner to whom it is given and shall be given to each person who is a Partner entitled to vote on the date of giving of the notice either personally or by mail or other means of written communications, charges prepaid, addressed to such person at the address appearing on the records of the Partnership. Included with the notice of a meeting shall be a detailed statement of the action proposed, including a verbatim statement of the wording of any resolution proposed for adoption and of any proposed amendment of this Agreement and, in the case of proposals for amendment to this Agreement, an opinion

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of counsel as to the legality of such amendment A person giving such notice may also include a form upon which the Partners may indicate their written consent to any action proposed to be taken at such meeting. Such notice may be waived in writing by any Partner.

Any meeting of the Partnership may be adjourned by a vote of the Partners. When a meeting is adjourned for less than thirty (30) days it is not necessary to give any notice of the time and place of the adjourned meeting or of the business to be transacted there as other than by announcement at the meeting at which the adjournment is taken. When meeting is adjourned for thirty (30) days or more, notice of the adjourned meeting shall be given to all Partners in writing as provided above.

**ARTICLE XI
ALLOCATIONS AND DISTRIBUTIONS**

11.1 Profit and Loss.

(a) The Profits or Losses for Tax Purposes of the Partnership shall be determined and allocated with respect to each year of the Partnership within seventy-five (75) days after the end of such year.

(b) While payout does not exist, all taxable losses will be allocated to the General Partner.

(c) All Profits for Tax Purposes from operation shall be allocated to the General Partner and to the Limited Partner in a direct ratio to the capital accounts of each Partner and each such capital account shall be adjusted accordingly.

11.2 Distributions. None of the income generated by the partnership will be considered Unrelated Business Taxable income (UBTI) for the account. Further, all distributable cash (that is, the excess, if any, of cash revenues over the total of all cash expense) will be distributed according to the allocated percentage of capital contributed. The General Partner may receive a bonus, which will be subject to the approval of both partners.

(a) Furthermore, the General Partner may make distributions in cash or in kind to qualified charitable organizations with the consent of one or more Partners to the extent of such distributions the capital accounts of the consenting Partner or Partners shall be adjusted to reflect such contributions.

**ARTICLE XII
MANAGEMENT AND OPERATION**

12.1 Duties Of the General Partner. In addition to other duties expressly provided in this Agreement or by law, the General Partner shall:

(a) Oversee the management and control of the Partnership and its business. The General Partner in its sole discretion may select a manager or management company to manage the business of the Partnership. The Limited Partner shall not participate in the management or control of the Partnership's business, nor shall they transact any business for the Partnership, nor shall they have the power to sign for or bind the Partnership, said powers being vested solely and exclusively in the General Partner;

(b) Diligently and faithfully devote such of its time to the business of the Partnership as may be necessary to conduct it for the greatest advantage of the Partnership;

(c) Obtain for the Partners, whenever reasonably requested by any of them, a just and complete account of all transactions in relation to the business of the Partnership;

(d) Oversee the filing and publishing of all certificates, statements or other instruments required by law for formation and operation of the Partnership in all appropriate jurisdictions;

(e) Cause the Partnership to carry adequate public liability, property damage and other insurance; and

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- (f) Call a special meeting of the Partners if and when deemed desirable by the General Partner.
- (g) Decide which thoroughbred interest will be purchased, sold or exchanged by the partnership.
- (h) Engage such trainers, veterinarians, all other professionals as he deems advisable and pay such compensations to them as the Manager may reasonably deem advisable.
- (i) Arrange such mortality and loss of use insurance with respect to the horses as he deems advisable.
- (j) Provide regular reports, financial statements and tax returns to the Limited Partner.

The General Partner will also be responsible to provide the Trustee of J.W. Roth a market value of the unit value on an annual bases.

12.2 Liability for Acts, Omissions, etc. The General Partner shall not be liable, responsible or accountable in damages or otherwise to any Partner for any acts or omissions within the scope of the authority conferred on the General Partner by this Agreement, except for acts or omissions constituting fraud, bad faith or gross negligence

12.3 Delegation by General Partner. To the extent permitted by law, the General Partner may delegate all or any of its powers and rights hereunder and in furtherance of and such delegation may eject, employ (or cause the Partnership to employ), contract or deal with any person for the transaction of the business of the Partnership, which person may, under the supervision of the General Partner, perform any acts or services for the Partnership as the General Partner may approve and the General Partner may expend Partnership funds for this purpose; provided, however, that the General Partner shall continue to take primary responsibility for the performance of all such obligations.

12.4 Rights and Powers of General Partner. Subject to the terms and provisions of this Agreement, the General Partner shall have all necessary powers and the authority generally to carry out the purposes, powers and business of the Partnership referred to in ARTICLE IV hereof and, subject only to limitations set forth in this Agreement, the Partnership shall possess and enjoy all the rights and powers of a partnership without Limited Partner to the extent permitted by Florida law. Such powers shall include the power to:

- (a) Enter into, execute and carry out contracts and agreements of all kinds and any and all documents and instruments customarily employed in the Partnership's business, provided, however, that any contract with an affiliate shall contain a provision that the contract may be terminated by the Partnership on sixty (60) days' written notice, without penalty;
- (b) Bring and defend actions at law or in equity; and
- (c) Enter into property management contracts.

12.5 Expenses of the Partnership. All expenses connected with the Partnership business and operations will be borne by the Partnership. Without limiting the generality of the foregoing, such expenses include those directly related to the acquisition and management of the Properties, such as real estate taxes, the cost of borrowed money, legal, accounting and brokerage fees, fees paid to contractors, consultants, managers and other agents employed by the Partnership, insurance premiums, the cost of acquiring, maintaining, repairing, improving and leasing Partnership Properties, and the like. In addition, the Partnership will pay all expenses connected with the Partnership's operation as a partnership, including transfer and registration fees, calculating and mailing distributions to the Limited Partner, printing and mailing confirmations and the like. All expenses allocated to the Partnership will be ultimately billed to the Partnership.

12.6 Property Management Fees. The General Partner will receive an initial management fee of 1% of the initial capital contributed payable as such funds are contributed.

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If such Partners shall exercise such right, (a) the successor partnership shall be governed by the terms and provisions of this Agreement subject to reallocation of Interests as the participating Partners shall agree, (b) each Partner who does not desire to participate in such successor partnership shall be paid the fair market value of its Interests and on such terms as determined by agreement among the Partners. Each Partner agrees that if he shall not participate in any successor partnership formed pursuant to this ARTICLE XVI, he shall execute and deliver such instruments as shall be reasonably required by such successor partnership to transfer any Interest he may have in the Partnership assets to such successor partnership.

ARTICLE XVII
PROCEDURE UPON LIQUIDATION

Unless the business of the Partnership is continued pursuant to ARTICLE XVI, upon the dissolution of the Partnership, the General Partner or the person required by law to wind up the Partnership's affairs shall cause the cancellation of the Partnership's Certificate of Limited Partnership and shall liquidate the assets of the Partnership and shall apply and distribute the proceeds of such liquidation in the following order of priority:

- (1) Payment of debts and liabilities of the Partnership (other than those to Partners) and the expenses of liquidation;
- (2) Establishment of such reserves as such person may reasonably deem necessary for any contingent liabilities or obligations of the Partnership, provided that any such reserves shall be paid over by such person to an independent escrow agent, to be held by such agent or its successor for such period as such person shall deem advisable for the purpose of disbursing such reserves in payment of such liabilities or obligations and, at the expiration of such period, the balance of such reserves, if any, shall be distributed as hereinafter provided;
- (3) Repayment of any advances made by any of the Partners to the Partnership (in proportion to their respective advances if the amount available for repayment shall be insufficient) and to any unpaid fees or other liabilities of the Partnership to the Partners;
- (4) Distributions to the Limited Partner and the General Partner in accordance with the terms of paragraph 11.2 of ARTICLE XI herein.

ARTICLE XVIII
AMENDMENTS

The General Partner may submit to the Partners in writing by registered or certified mail the text of any proposed amendment to this Agreement, a statement by the proponent of the purpose of any such amendment, and an opinion of counsel obtained by the proposer, which counsel may itself be a General Partner, as to the legality of any such amendment Except as herein provided, any such amendment shall be adopted if, within ninety (90) days after the mailing of such amendment to all Partners, the General Partner shall have received written approval thereof from Partners owning at least a majority of the Partnership outstanding. A Partner filing a written objection may thereafter file a valid written approval. The date of adoption of an amendment pursuant to this ARTICLE XVIII shall be the date on which the General Partner shall have received the requisite written approvals. Any proposed amendment which is not adopted may be resubmitted. In the event any proposed amendment is not adopted, any written approval received with respect to the originally proposed or any prior proposed amendment shall not apply to any resubmission of such proposed amendment. Notwithstanding the foregoing provision of this ARTICLE XVIII, no amendment may, without the unanimous prior written approval of a majority of the Partners, (i) amend ARTICLE XVI, (ii) enlarge the obligations of any Limited Partner under this Agreement, (iii) enlarge the liability of the General Partner to the Limited Partner, (iv) amend this ARTICLE XVIII, (v) alter the Partnership in such manner as will result in the Partnership no longer being classified as a partnership for federal income tax purposes, (vi) result in a violation of the Uniform Limited Partnership Act as in effect in

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the State of Florida, or (vii) adopt any amendment which would adversely affect the right of any Partner to receive distributions and be credited with income under this Agreement.

ARTICLE XIX
PARTNERS' ACTIVITIES

Any Partner may engage in any other profession or business or activities of any nature and description, whether or not competitive with the business of the Partnership.

ARTICLE XX
POWER OF ATTORNEY

By entering into this Partnership Agreement, each Limited Partner appoints the General Partner or its agent as such Partner's attorney-in-fact, with full power of substitution for the purpose of executing, certifying, acknowledging, swearing to and filing:

(1) A Certificate of Limited Partnership to be filed in the appropriate public offices in the State of Florida (or any other state in which the General Partner or its counsel deem that such filing is necessary or advisable) in such form as shall be necessary under the laws of such state (or such other state as aforesaid) to give effect to the provisions of this Agreement and to preserve the character of the Partnership as a Limited Partnership;

(2) All amendments of such Certificate of Limited Partnership required to give effect to any amendment of this Agreement and to preserve the character of the Partnership as a Limited Partnership;

(3) All instruments which effect a change or modification of the Partnership in accordance with this Agreement;

(4) All documents which may be required to effect the dissolution of the Partnership pursuant to this Agreement and the cancellation of its Certificate of Limited Partnership, as amended from time to time;

(5) All fictitious or assumed name certificates required or permitted by law to be filed on behalf of the Partnership and which are not inconsistent with this Agreement;

(6) Such documents as are necessary to add General or Limited Partner in accordance with this Agreement or any amendments hereto; and

(7) Any other instrument which may be required to be filed by the Partnership under the laws of any state or by any governmental agency, or which the General Partner deems advisable to file.

The foregoing power of attorney may be exercised by the General Partner executing any instrument with a signature of an authorized officer of the General Partner acting as attorney-in-fact for the General Partner and is coupled with an interest and shall be irrevocable and survive the death or incapacity of each Limited Partner. Notwithstanding the foregoing and without derogating in any way from the effectiveness thereof, each Limited Partner agrees that, upon request of the General Partner, such Limited Partner will forthwith personally execute, acknowledge and, if deemed necessary by the General Partner, swear to the Partnership Agreement and any or all of the instruments and documents described in this ARTICLE XX.

ARTICLE XXI
REPRESENTATION, DISCLOSURES

The General Partner represents to each Partner that the principal of the General Partner may own and deal with securities and property identical to or similar to the property of the Partnership, on a personal investment or other business activity basis and it is hereby acknowledged that the Limited Partner waive any issue of conflict of interest on the part of the General Partner and any Interest therein.

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SECRETARY OF STATE
TALLAHASSEE, FLORIDA
JAN 5 2009

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ARTICLE XXII
ARBITRATION

Any dispute or controversy arising out of or relating to this Agreement shall be determined and settled by arbitration, in accordance with the Commercial Rules of the American Arbitration Association then in effect, and judgment upon the award rendered by the arbitrator(s) may be entered in any court of competent jurisdiction. The expenses of the arbitration shall be borne equally by the parties to the arbitration, provided that each party shall pay for and bear the cost of its own experts, evidence and legal counsel. whenever any action is required to be taken under this Agreement within a specified period of time and the taking of such action is materially affected by a matter submitted to arbitration, such period shall automatically be extended by the number of days plus ten (10) that are taken for the determination of this matter by arbitrator(s).

ARTICLE XXIII
NOTICES

Except as otherwise provided herein, all notices or other instruments or communications which shall be given in connection with the business of the Partnership or which are provided for in this Agreement shall be in writing and signed by the party giving the same and shall be deemed properly given if, and only if, not less than five (5) calendar days prior to the date that any action is proposed or required to be taken in accordance with such notice or communication, such notice or communication is delivered to the person to whom it is to be given, sent by registered or certified United States mail, postage prepaid, addressed, (a) in the case of the Partnership, to the General Partner at the principal place of business of the Partnership, or (b) in the case of any Limited Partner, its address set forth in the records of the Partnership. The General Partner may, by notice to all the Limited Partner, specify any other address for the receipt of notices, instruments or communications hereunder. Each Limited Partner may, by notice to the Partnership, specify any other address for the receipt of notices, instruments or communications hereunder.

ARTICLE XXIV
INDEMNIFICATION

The Partnership shall indemnify and hold harmless the General Partner and the Limited Partner and each agent of the General Partner, from any loss or damage incurred by any of them by reason of any omission to act or of acts performed by any of them on behalf of the Partnership or in furtherance of the Partnership interests, other than such acts or omissions involving fraud, bad faith or gross negligence on the part of any such person. Without limiting the generality of the foregoing, the primary responsibility for exercising the duties and responsibilities of the General Partner shall rest on the General Partner.

ARTICLE XXV
EXECUTION OF INSTRUMENTS

The Partners shall make, execute and deliver any documents necessary to carry out the provisions of this Agreement. This Agreement shall be binding upon the Partners, their heirs, legal representatives, successors and assigns.

ARTICLE XXVI
MISCELLANEOUS

26.1 Interpretation. The article and paragraph headings in this Agreement have been inserted for convenience and shall not modify, define or limit the express provisions of this Agreement. All pronouns

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shall be deemed to refer to the masculine, feminine, neuter, singular or plural as the identity of the person or persons referred to may require.

26.2 Governing Law. This Agreement and the application or interpretation hereof shall be governed exclusively by its terms and by the laws of the State of Florida.

26.3 Severability. If one or more of the provisions of this Agreement or any application thereof shall be invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions hereof and any other application thereof shall in no way be affected or impaired.

26.4 Counterparts. This Agreement may be executed in counterparts, in which event all such counterparts taken together shall be deemed to constitute a single counterpart of this Agreement.

ARTICLE XXVII
DESIGNATION OF REGISTERED OFFICE AND AGENT

27.1 The name and street address of the registered agent in the State of Florida is Jack Wolf, 1759 Bayshore Road, Nokormis, Florida 34275-1413.

df IN WITNESS WHEREOF, all of the Partners hereto have set their hands and seals as of this the 17 day of December, 2000.

C. Smith Di
Witness

GENERAL PARTNER:
Babe Equine Services, L.L.C.
By: [Signature]
Barry Beckenhamer as its Manager

C. Smith Di
Witness

LIMITED PARTNER:
The Jack Wolf-Roth IRA
By: [Signature]
Jack Wolf as Principal and Administrator
of the Jack Wolf-Roth IRA

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EXECUTION PAGE

This Execution Page to the Limited Partnership Agreement and Certificate of Limited Partnership of STARLIGHT STABLES, LTD. is to be attached to and made a part of the Limited Partnership Agreement and Certificate of Limited Partnership or any counterpart thereof.

THESE UNITS HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933 NOR UNDER ANY STATE SECURITIES LAWS. SALE OR TRANSFER OF THESE UNITS IS RESTRICTED BY THE FOREGOING AGREEMENT. THESE UNITS HAVE BEEN ACQUIRED PURSUANT TO AN INVESTMENT REPRESENTATION ON THE PART OF THE HOLDERS THEREOF, DONATED OR OTHERWISE TRANSFERRED, WHETHER OR NOT FOR CONSIDERATION, BY THE HOLDER EXCEPT UPON THE ISSUANCE OF A FAVORABLE OPINION OF COUNSEL FOR THE LIMITED PARTNERSHIP, AND/OR SUBMISSION TO THE LIMITED PARTNERSHIP OF SUCH OTHER EVIDENCE AS MAY BE SATISFACTORY TO COUNSEL FOR THE LIMITED PARTNERSHIP, THE EFFECT THAT TRANSFER OF SUCH UNITS WILL NOT BE IN VIOLATION OF THE SECURITIES ACT OF 1933 (OR ANY RULE OR REGULATION PROMULGATED THEREUNDER) NOR OF ANY APPLICABLE STATE SECURITIES LAWS.

1. Number of Units/%
Purchased: 99%

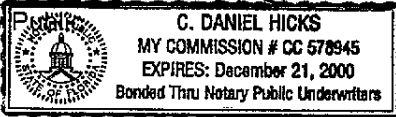
By: [Signature]
Jack-Wolf as Principal and Administrator
of the Jack Wolf-Roth IRA
1759 Bayshore Road, Nokomis, Florida 34275

2. Number of Units/%
Purchased: 1%

By: [Signature]
Barry Berkelhammer as Manager of
Babe Equine Services, L.L.C.
510 S.E. Hwy 484, Ocala, Florida 34480

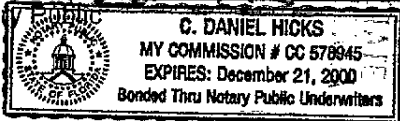
STATE OF FLORIDA)
COUNTY OF MARION)

BEFORE ME, the undersigned notary public, who, first being sworn by me and who took an oath, on this the 4th day of December, 2000, personally appeared JACK WOLF, as Principal and Administrator of the Jack Wolf-Roth IRA, being known by me or who produced _____ as identification, and stated that he executed the above and foregoing voluntarily and that the statements made therein are true and correct to the best of his knowledge and belief.

Notary Public [Signature]


STATE OF FLORIDA)
COUNTY OF MARION)

BEFORE ME, the undersigned notary public, who, first being sworn by me and who took an oath, on this the 4th day of December, 2000, personally appeared BARRY BERKELHAMMER, as Manager of Babe Equine Services, L.L.C., being known by me or who produced _____ as identification, and stated that he executed the above and foregoing voluntarily and that the statements made therein are true and correct to the best of his knowledge and belief.

Notary Public [Signature]


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STATE OF FLORIDA)

COUNTY OF MARION)

AFFIDAVIT OF CAPITAL CONTRIBUTIONS

BEFORE ME, the undersigned constituting the General Partner of STARLIGHT STABLES, LTD., certify as follows:

The amount of capital contributions to date of the limited partner is \$100.00.

The total amount contributed and anticipated to be contributed by the limited partner at this time totals \$2,200,000.00.

This the 4th day of December, 2000.

FURTHER AFFIANT SAYETH NOT.

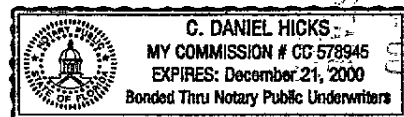
Under the penalties of perjury, I declare that I have read the foregoing and that the facts alleged are true, to the best of my knowledge and belief.

BABE EQUINE SERVICES, L.L.C.


Barry Berkelhammer, it Manager

BEFORE ME, the undersigned Notary Public, on the date above written, did personally appeared Barry Berkelhammer, who, being personally known by me or having produced _____ as identification, and after being first duly sworn by me, took an oath and declared that the statements contained in the above and foregoing are true and correct to the best of his knowledge and belief.


Notary Public, State of Florida



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TALLAHASSEE, FLORIDA

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STARLIGHT STABLES, LTD.

Schedule A

**Schedule of Beneficial Ownership and
Capital Accounts of the Partners**

Pursuant to ARTICLE IX of the Partnership Agreement, the Interests and Capital Accounts of the Partners named herein shall be computed as follows:

	<u>Type</u>	<u>% Interest</u>	<u>Capital Contribution</u>
1.	General Partner, Babe Equine Services, L.L.C	1%	\$100.00
2.	Limited Partner, the Jack Wolf-Roth IRA	99%	\$2,200,000.00

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STATE OF FLORIDA)

COUNTY OF MARION)

AFFIDAVIT OF CAPITAL CONTRIBUTIONS

BEFORE ME, the undersigned constituting the General Partner of STARLIGHT STABLES, LTD., certify as follows:

The amount of capital contributions to date of the limited partner is \$100.00.

The total amount contributed and anticipated to be contributed by the limited partner at this time totals \$2,200,000.00.

This the 4th day of December, 2000.

FURTHER AFFIANT SAYETH NOT.

Under the penalties of perjury, I declare that I have read the foregoing and that the facts alleged are true, to the best of my knowledge and belief.

BABE EQUINE SERVICES, L.L.C.

[Handwritten Signature]
Barry Berkelhammer, its Manager

BEFORE ME, the undersigned Notary Public, on the date above written, did personally appeared Barry Berkelhammer as Manager of Babe Equine Services, L.L.C., who, being personally known by me or having produced _____ as identification, and after being first duly sworn by me, took an oath and declared that the statements contained in the above and foregoing are true and correct to the best of his knowledge and belief.



[Handwritten Signature]
Notary Public, State of Florida

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MARION COUNTY
FLORIDA

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STARLIGHT STABLES, LTD.

Schedule A

**Schedule of Beneficial Ownership and
Capital Accounts of the Partners**

Pursuant to ARTICLE IX of the Partnership Agreement, the interests and Capital Accounts of the Partners named herein shall be computed as follows:

	<u>Type</u>	<u>% Interest</u>	<u>Capital Contribution</u>
1.	General Partner, Babe Equine Services, L.L.C	1%	\$100.00
2.	Limited Partner, the Jack Wolf-Roth IRA	99%	\$2,200,000.00

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