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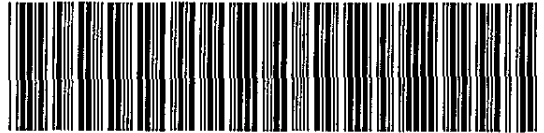
(Business Entity Name)

(Document Number)

Certified Copies \_\_\_\_\_ Certificates of Status \_\_\_\_\_

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TALLAHASSEE, FLORIDA

**CORPORATE  
ACCESS,  
INC.**

236 East 6th Avenue . Tallahassee, Florida 32303

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☒ CERTIFIED COPY \_\_\_\_\_

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\_\_\_\_\_ PHOTO COPY \_\_\_\_\_

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1.) STP Redevelopment, Ltd.  
(CORPORATE NAME & DOCUMENT #)

2.) \_\_\_\_\_  
(CORPORATE NAME & DOCUMENT #)

3.) \_\_\_\_\_  
(CORPORATE NAME & DOCUMENT #)

4.) \_\_\_\_\_  
(CORPORATE NAME & DOCUMENT #)

5.) \_\_\_\_\_  
(CORPORATE NAME & DOCUMENT #)

**SPECIAL INSTRUCTIONS** \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**CERTIFICATE OF AMENDMENT  
TO  
CERTIFICATE OF LIMITED PARTNERSHIP  
OF**

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SECRETARY OF STATE  
TALLAHASSEE, FLORIDA

**STP Redevelopment, Ltd.**

(insert name currently on file with Florida Dept. of State)

Pursuant to the provisions of section 620.109, Florida Statutes, this Florida limited partnership, whose certificate was filed with the Florida Dept. of State on October 27, 1998, adopts the following certificate of amendment to its certificate of limited partnership.

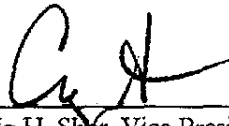
**FIRST:** Amendment(s): (indicate article number(s) being amended, added, or deleted)

As per attached second amendment to limited partnership agreement dated August 7, 2002.

**SECOND:** This certificate of amendment shall be effective at the time of its filing with the Florida Department of State.

**THIRD:** Signature(s)

Signature of current general partner:



Craig H. Sher, Vice President  
STP Redevelopment, Inc.

Signature(s) of new general partner(s), if applicable:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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TALLAHASSEE, FLORIDA

STP REDEVELOPMENT, LTD.  
SECOND AMENDMENT TO LIMITED PARTNERSHIP AGREEMENT

THIS SECOND AMENDMENT TO LIMITED PARTNERSHIP AGREEMENT ("Amendment") is made and entered into effective as of the 7<sup>th</sup> day of August, 2002, by and among STP REDEVELOPMENT, INC., a Florida corporation ("STP") (STP is sometimes hereinafter referred to as the "General Partner"); REDEVELOPMENT PARTNERS, INC., a Florida corporation ("Redevelopment") and SEMBLER FAMILY PARTNERSHIP #18, LTD., a Florida limited partnership ("Sembler") (Redevelopment and Sembler are sometimes hereinafter referred to individually as "Original Limited Partner" and collectively as "Original Limited Partners"); and FRED B. BULLARD, JR., and KAROL K. BULLARD, husband and wife, as tenants by the entireties, (collectively, "Bullard"), and McNEEL CAPITAL LTD., a Florida limited partnership, ("McNeel") (Bullard and McNeel are sometimes hereinafter referred to as "Substitute Limited Partners").

WITNESSETH:

WHEREAS, the General Partner and Original Limited Partners have previously formed a Florida limited partnership known as "STP Redevelopment, Ltd." ("Partnership") under the provisions of the Florida Revised Uniform Limited Partnership Act (1986), have filed a Certificate of Limited Partnership legally creating the Partnership under Florida law, and have entered into that certain Agreement of Limited Partnership effective as of October 1, 1998, as amended by that certain Amendment to Limited Partnership Agreement for STP Redevelopment, Ltd., dated August 1, 1999, (collectively, the "Agreement");

WHEREAS, Redevelopment, which owned and held a forty-nine and one-half percent (49.5%) interest in the Partnership as limited partner, under and as evidenced by the Agreement has sold, assigned, transferred, and conveyed one-half of its right, title, and interest in the Partnership, being a twenty-four and three-fourths percent (24.75%) interest in the Partnership, to Bullard and one-half of its right, title, and interest in the Partnership, being a twenty-four and three-fourths percent (24.75%) of the interest in the Partnership, to McNeel, with the intention that Bullard and McNeel become substituted as limited partners in the Partnership;

WHEREAS, Sembler still owns and holds a forty-nine and one-half percent (49.5%) interest in the Partnership, as a limited partner, under and as evidenced by the Agreement;

WHEREAS, the General Partner still owns and holds a one percent (1%) interest in the Partnership, as a general partner, under and as evidenced by the Agreement; and

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WHEREAS, the parties hereto desire to amend the Agreement to substitute Bullard and McNeel for Redevelopment as limited partners, to modify paragraph 4 of Article I (Formation, Name, Purpose, and Term), modify paragraph 6 of Article I (Purpose), modify paragraph 4 of Article V (Administration), and to add a new Article IX as hereinafter set forth.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, and other good and valuable consideration, the parties hereto, intending to be legally bound, do hereby amend the Agreement as follows:

1. From and after the date hereof, the Limited Partners under the Agreement shall be deemed to include Bullard, McNeel, and Sembler.

2. The Schedule of Partners attached to the Agreement as Exhibit "A" is hereby amended to read as set forth in the Amended Schedule of Partners attached hereto as Exhibit "1" and, by this reference, made a part hereof.

3. Paragraph 4 of Article I is hereby amended to read in its entirety as follows:

Mailing Addresses of Limited Partners. The mailing addresses of the Limited Partners are:

<u>Name</u>	<u>Address</u>
Fred B. Bullard, Jr., and Karol K. Bullard	2325 Ulmerton Road, Suite 20 Clearwater, Florida 33762
McNeel Capital Ltd.	5401 West Kennedy Boulevard, Suite 751 Tampa, Florida 33609
Sembler Family Partnership #18, Ltd.	5858 Central Avenue St. Petersburg, Florida 33707

4. Paragraph 6 of Article I is hereby amended to read in its entirety as follows:

6. **Purpose.** The Partnership's business and purpose shall consist solely of the ownership, operation and management of the realty known as Baywalk, and located in St. Petersburg, Pinellas County, Florida (said realty hereinafter referred to as the "Property"), as well as to perform any incidental, necessary or appropriate activities related to the foregoing.

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5. Paragraph 4(e) of Article V is hereby amended to read in its entirety as follows:

(e) When executing any documents or agreements pertaining to the Property herein on behalf of the Partnership, it is understood and agreed that the General Partner must execute the same in the following manner:

STP REDEVELOPMENT, LTD., a Florida limited partnership

By: STP Redevelopment, Inc., a Florida corporation, its General Partner

By: \_\_\_\_\_  
Fred B. Bullard, Jr., President

Upon authorization of the Board of Directors of the General Partner, the President or any Vice President of the General Partner may execute and deliver any document or agreement without attestation.

6. The following is hereby added as a new Article IX to the Agreement:

**IX.  
Single Purpose Entity Provisions**

1. **Powers and Duties.** Notwithstanding any other provisions contained herein, any contrary or inconsistent provision of the limited partnership certificate of the Partnership or any other document or instrument governing the affairs of the Partnership or any provision of law that otherwise so empowers the Partnership or any of the partners of the Partnership, for so long as that certain loan made by SALOMON BROTHERS REALTY CORP., a New York corporation ("Lender", which includes its transferees, successors and assigns) to the Partnership in the maximum amount of \$15,500,000.00 (the "Loan") encumbers the Property and any other obligation secured by that certain Amended and Restated Mortgage, Assignment of Leases and Rents, Security Agreement and Fixture Filing, dated August \_\_, 2002, in favor of Salomon Brothers Realty Corp. as lender (the "Mortgage") remain outstanding and not discharged in full, without the prior written consent of the Lender, the General Partner and the Partnership covenant and agree that they have no authority to:

(a) conduct its affairs in any manner contravening or inconsistent with the provisions of this Article IX;

(b) dissolve or liquidate the Partnership or consent to any such dissolution or liquidation;

(c) sell or lease or otherwise dispose of all or substantially all of the assets of the Partnership; or

(d) amend, modify or alter the provisions of Paragraph 6 of Article I or this Article IX.

**2. Title to Partnership Property.** All property owned by the Partnership shall be owned by the Partnership as an entity and, insofar as permitted by applicable law, no partner of the Partnership shall have any ownership interest in any Partnership property in its individual name or right, and each Partner's partnership interest in the Partnership shall be personal property for all purposes. The foregoing provisions shall govern over any contrary or inconsistent provision in this Partnership Agreement, the limited partnership certificate of the Partnership or any other document or instrument governing the affairs of the Partnership.

**3. Separateness/Operations Matters.** The Partnership has heretofore conducted and shall at all times hereafter conduct its business and operations in strict accordance and compliance with the following provisions:

(a) the Partnership has not and shall not engage in any business or activity other than the ownership, operation and maintenance of the Property, and activities incidental thereto;

(b) the Partnership has not and shall not acquire or own any material assets other than (i) the Property, and (ii) such incidental personal property as may be necessary for the operation of the Property;

(c) merge into or consolidate with any Person, or dissolve, terminate, liquidate in whole or in part, transfer, sell, lease or otherwise dispose of all or substantially all of its assets or change its legal structure or consent to any of the above (the word "Person" shall include an individual, corporation, limited liability company, partnership, trust, unincorporated association, government,

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governmental authority, and any other entity) the Partnership has done and shall do all things necessary to preserve its existence, and the Partnership has not and shall not, nor shall the Partnership permit a Guarantor to amend, modify or otherwise change the partnership certificate, partnership agreement, articles of incorporation and bylaws, operating agreement, trust or other organizational documents of the Partnership or a Guarantor in a manner which would adversely affect the Partnership's existence as a single-purpose entity, without the prior written consent of Lender;

- (d) the Partnership shall not own any subsidiary or make any investment in, any Person;
- (e) the Partnership has not and shall not commingle the funds or any other assets of the Partnership with those of any other Person, Affiliate or Guarantor;
- (f) the Partnership shall not pledge its assets for the benefit of any other Person;
- (g) the Partnership has not and shall not incur any indebtedness, other than that certain Non-Recourse Second Mortgage, by the Partnership in favor of The City of St. Petersburg, dated August 30, 1999, in the original principal amount of One Million Four Hundred and Fifty Thousand and 00/100 Dollars (\$1,450,000.00), secured or unsecured, direct or indirect, absolute or contingent (including guaranteeing any obligation), other than (i) the debt secured by the Mortgage and (ii) trade and operational debt incurred in the ordinary course of business with trade creditors in connection with owning, operating and maintaining the Property, in such amounts as are normal and reasonable under the circumstances, provided such debt is not evidenced by a promissory note or other security instrument and is not at any time in an aggregate amount in excess of two percent (2%) of the original Loan amount, and further provided that all such trade debts are paid within thirty (30) days after the same are incurred. No indebtedness other than the debt secured by the Mortgage may be secured (senior, subordinated or pari passu) by the Property;
- (h) the Partnership has remained and shall remain solvent and shall pay its debts from its assets as the same shall become due;



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- (i) the Partnership has maintained and shall maintain its records, books of account, bank accounts, financial statements, accounting records and other entity documents separate from those of its Affiliates, any constituent party of the Partnership or any other person or entity, and the Partnership has filed and will file its own tax returns. The Partnership has maintained and shall maintain its books, records, resolutions and agreements as official records;
- (j) the Partnership has not and shall not enter into or be a party to any transaction, contract or agreement with any guarantor of the debt secured by the Mortgage or any part thereof (a "Guarantor") or with any affiliate, general partner, member, shareholder, principal or affiliate, except upon terms and conditions that are intrinsically fair, and substantially similar to those that would be available on an arm's-length basis with unaffiliated third parties (the term "Affiliate" shall mean any person or entity (i) which owns beneficially, directly or indirectly, any outstanding shares of the General Partner's stock or any partnership interest in the Partnership, or (ii) which controls or is under common control with the General Partner, the Partnership, or any Guarantor);
- (k) the Partnership has maintained and shall maintain its assets in such a manner that it will not be costly or difficult to segregate, ascertain or identify its individual assets from those of any other Person, Affiliate or Guarantor;
- (l) the Partnership has not and shall not assume, guarantee, become obligated for or hold itself out to be responsible for, or hold out its credit as being available to satisfy, or pledge its assets as security for, the debts obligations of any other Person, or otherwise pledge its assets for the benefit of any other Person (provided, that the foregoing shall not prevent the Partnership from being and holding itself responsible for expenses incurred or obligations undertaken by the property manager of the Property in respect of its duties regarding the Property);
- (m) the Partnership has not and shall not make any loans or advances to any Guarantor, Affiliate or Person;

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TALLAHASSEE, FLORIDA

- (n) the Partnership has been and shall be, and at all times has held and will hold itself out to the public as, a legal entity separate and distinct from any other Person (including any Affiliate, any constituent party of the Partnership or any Guarantor), shall conduct its business solely in its own name, shall correct any known misunderstanding regarding its identity or status as a separate entity, has conducted and shall conduct business in its own name, has held and shall hold its assets in its own name, has maintained and shall maintain and utilize a separate telephone number and separate stationery, invoices and checks, has allocated and shall allocate fairly and reasonably the costs associated with company employees and any overhead for shared office space and has not and shall not identify itself as a division or part of any Affiliate or other person or entity, or any Affiliate or other person or entity as a division or part of the Partnership;
- (o) the Partnership has preserved and kept and shall preserve and keep in full force and effect its existence, good standing and qualification to do business in the state in which the Property is located and the Partnership has observed and will observe all limited liability Partnership formalities and record keeping as applicable;
- (p) the Partnership has maintained and shall maintain adequate capital and a sufficient number of employees for the normal obligations reasonably foreseeable in a business of its size and character and in light of its contemplated business operations;
- (q) the Partnership has not and shall not fail to pay its own liabilities (including, without limitation, salaries of its own employees) from its own funds;
- (r) the Partnership has not and shall not acquire the obligations or securities of any Guarantor or Affiliate or its partners, members, shareholders, as applicable;
- (s) the Partnership has not and shall not identify its partners, members, shareholders or any affiliates thereof as a division or part of it;

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- (t) the Partnership has not and shall not seek the dissolution or winding up in whole, or in part, of the Partnership, nor shall the Partnership merge with or be consolidated into any other entity or acquire by purchase or otherwise all or substantially all of the business assets of, or any stock or beneficial ownership of, any entity; and
  - (u) the Partnership shall conduct its business so that the assumptions made with respect to the Partnership in that certain opinion letter dated of even date herewith (the "Nonconsolidation Opinion") delivered by Ruden McClosky Smith Schuster & Russell, P.A. in connection with the Loan shall be true and correct in all respects.

4. **Effect of Bankruptcy, Death or Incompetency of a Limited Partner.** The bankruptcy, death, dissolution, liquidation, termination or adjudication of incompetency of a limited partner in the Partnership shall not cause the termination or dissolution of the Partnership and the business of the Partnership shall continue. Upon any such occurrence, the trustee, receiver, executor, administrator, committee, guardian or conservator of such limited partner shall have all the rights of such limited partner for the purpose of settling or managing its estate or property, subject to satisfying conditions precedent to the admission of such assignee as a substitute limited partner. The transfer by such trustee, receiver, executor, administrator, committee, guardian or conservator of any partnership interest in the Partnership shall be subject to all of the restrictions, hereunder to which such transfer would have been subject if such transfer had been made by such bankrupt, deceased, dissolved, liquidated, terminated or incompetent limited partner.

Notwithstanding any other provisions of this Partnership Agreement, any contrary or inconsistent provision in the limited partnership certificate of the Partnership or any other document or instrument governing the affairs of the Partnership or any provision of law that otherwise so empowers the Partnership, so long as the Loan or any other obligations secured by the Mortgage remains outstanding and not discharged in full, the General Partner and the Partnership shall have no authority, unless such action has been approved in writing by the General Partner by a unanimous vote of the General Partner's Board of Directors (including the affirmative vote of the Independent Directors, as hereinafter defined) to institute any "Bankruptcy Action" (defined below). "Bankruptcy Action" means:

- (i) taking any action that might cause the Partnership to become insolvent;
- (ii) commencing any case, proceeding or other action on behalf of the Partnership under any existing or future law of any jurisdiction relating to bankruptcy, insolvency, reorganization or relief of debtors;

- (iii) filing or consenting to the filing of any voluntary or involuntary petition in bankruptcy;
- (iv) consenting to the institution of a bankruptcy or insolvency case or proceeding against the Partnership;
- (v) filing a petition or application or consenting to a petition or application seeking reorganization, arrangement, adjustment, winding-up, dissolution, composition, liquidation, or other relief on behalf of the Partnership of its debts under any federal or state law relating to bankruptcy, insolvency, or other relief for debtors with respect to the Partnership;
- (vi) seeking or consenting to the appointment of a receiver, liquidator, assignee, trustee, sequestrator, custodian, conservator (or other similar official) of the Partnership or of all or any substantial part of the properties and assets of the Partnership;
- (vii) making any general assignment for the benefit of the Partnership's creditors;
- (viii) admit in writing the inability of the Partnership to pay its debts generally as they become due;
- (ix) declare or effect a moratorium on the Partnership debt;
- (x) instituting a case or proceedings to have the Partnership adjudicated as, or determined to be, bankrupt or insolvent; or
- (xi) taking any action in furtherance of any of the foregoing.

##### **5. Limited Partnership Borrower Provisions:**

(a) **Authority and Management** The business and affairs of the Partnership shall be managed and conducted by the General Partner which shall exercise full and exclusive control over the affairs of the Partnership and shall carry out the purpose of the Partnership. The General Partner of the Partnership shall be a corporation whose sole asset is its interest in the Partnership and such General Partner will at all times comply, and will cause the Partnership to comply, with each of the representations, warranties, and covenants contained in this Article IX as if such representation, warranty or covenant was made directly by such General Partner. The articles of incorporation and the bylaws of such General Partner shall require that the directors of such General Partner consider the interests of the creditors of such General Partner in connection with all corporate decisions and actions. The partners, other than the General Partner, shall have no authority to manage or conduct or vote on the business of the Partnership. Except as otherwise provided in the Florida Revised Uniform Limited Partnership Act (1986), the General Partner shall have the rights and powers

necessary to carry out the purpose, business and affairs of the Partnership. So long as the Loan or any amount thereunder remains outstanding, the General Partner shall be TSCPR FLORIDA, INC., a Florida corporation, or a successor corporate member that shall have articles of incorporation containing the restrictions and terms set forth in Article XIII of the General Partner's Articles of Incorporation as of the date hereof. The Partnership shall have no other general partners.

(b) **Dissolution** Notwithstanding anything to the contrary in this Article IX, in the event of a dissolution of the Partnership, the Partnership shall not liquidate collateral securing the Loan (except as permitted under the documents evidencing and securing the Loan (the "Loan Documents")) without the consent of Lender. If Securities (as defined in the Loan Documents) are outstanding, the consent of the holders of the Securities shall also be obtained.


7. As hereby changed and amended, the parties hereby ratify and confirm the Agreement. In the event of any inconsistencies between this Amendment and the Agreement, the provisions of this Amendment shall control.

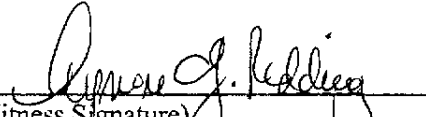
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IN WITNESS WHEREOF, the parties hereto have executed and delivered this Amendment as of the day and year first above written.

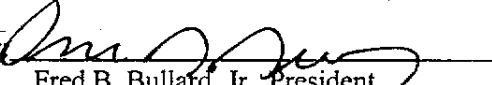
Signed, sealed and delivered  
in the presence of:

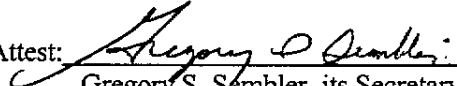
  
(Witness Signature)  
Print Name: Karol K. Bullard

  
(Witness Signature)  
Print Name: Lynore J. Redding

**GENERAL PARTNER:**

STP REDEVELOPMENT, INC., a Florida  
corporation

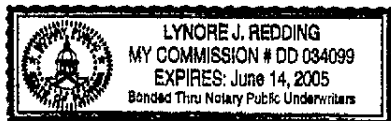
By   
Fred B. Bullard, Jr., President

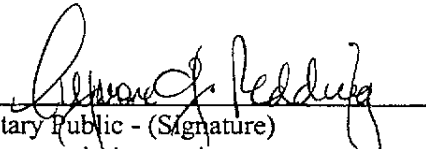
Attest:   
Gregory S. Sembler, its Secretary

(CORPORATE SEAL)

STATE OF FLORIDA  
COUNTY OF PINELLAS

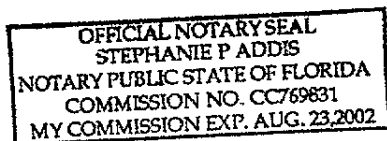
The foregoing instrument was acknowledged before me this 7<sup>th</sup> of August, 2002 by Fred B. Bullard, Jr., as President of STP Redevelopment, Inc., a Florida corporation, on behalf of the corporation. He is personally known to me.




  
Notary Public - (Signature)  
My commission expires:

STATE OF FLORIDA  
COUNTY OF PINELLAS

The foregoing instrument was acknowledged before me this 12 of August, 2002 by Gregory S. Sembler, as Secretary of STP Redevelopment, Inc., a Florida corporation, on behalf of the corporation. He is personally known to me.



  
Notary Public - (Signature) **Stephanie P. Addis**  
My commission expires:

[SIGNATURES CONTINUED ON NEXT PAGE]

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TALLAHASSEE  
FLORIDA

ORIGINAL LIMITED PARTNERS:

REDEVELOPMENT PARTNERS, INC.  
a Florida corporation

By: [Signature]  
Van L. McNeel, President  
Attest: [Signature]  
René M. Wood, Secretary

[Signature]  
(Witness Signature)  
Print Name: JOANNE ATSON  
[Signature]  
(Witness Signature)  
Print Name: SONIA RIVERA

STATE OF FLORIDA  
COUNTY OF HILLSBOROUGH

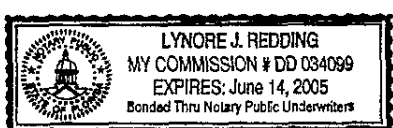
The foregoing instrument was acknowledged before this 8<sup>th</sup> day of August, 2002, by Van L. McNeel, as President of Redevelopment Partners, Inc., a Florida corporation, on behalf of the corporation. He is personally known to me.



[Signature]  
Notary Public - (Signature)  
Print Name: \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_

STATE OF FLORIDA  
COUNTY OF HILLSBOROUGH

The foregoing instrument was acknowledged before this 8<sup>th</sup> day of August, 2002, by René M. Wood, Secretary of Redevelopment Partners, Inc., a Florida corporation, on behalf of the corporation. He is personally known to me.



[Signature]  
Notary Public - (Signature)  
Print Name: \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_

[SIGNATURES CONTINUED ON NEXT PAGE]

[Signature]  
(Witness Signature)  
Print Name: Stephanie P. Addis

\_\_\_\_\_  
(Witness Signature)  
Print Name: \_\_\_\_\_

SEMBLER FAMILY PARTNERSHIP #18, LTD.,  
a Florida limited partnership

By: Sembler Retail, Inc. a Florida corporation  
sole general partner

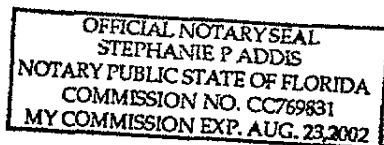
By: [Signature]  
Craig H. Sher, President

Attest: \_\_\_\_\_  
Brent W. Sembler, Secretary

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TALLAHASSEE, FLORIDA

STATE OF FLORIDA  
COUNTY OF PINELLAS

The foregoing instrument was acknowledged before this 12 day of August, 2002, by Craig H. Sher, as President of Sembler Retail, Inc., a Florida corporation, sole general partner of Sembler Family Partnership #18, Ltd., a Florida limited partnership, on behalf of the partnership. He is personally known to me.



[Signature]  
Notary Public - (Signature)  
Print Name: Stephanie P. Addis

My Commission Expires: \_\_\_\_\_

STATE OF FLORIDA  
COUNTY OF PINELLAS

The foregoing instrument was acknowledged before this \_\_\_\_ day of August, 2002, by Brent W. Sembler, as Secretary of Sembler Retail, Inc., a Florida corporation, sole general partner of Sembler Family Partnership #18, Ltd., a Florida limited partnership, on behalf of the partnership. He is personally known to me.

\_\_\_\_\_  
Notary Public - (Signature)  
Print Name: \_\_\_\_\_

My Commission Expires: \_\_\_\_\_

[SIGNATURES CONTINUED ON NEXT PAGE]



\_\_\_\_\_  
(Witness Signature)

Print Name: \_\_\_\_\_

\_\_\_\_\_  
(Witness Signature)

Print Name: \_\_\_\_\_

SEMBLER FAMILY PARTNERSHIP #18, LTD.  
a Florida limited partnership

By: Sembler Retail, Inc. a Florida corporation,  
sole general partner

By: \_\_\_\_\_

Craig H. Sher, President

Attest: \_\_\_\_\_

Brent W. Sembler, Secretary

STATE OF FLORIDA  
COUNTY OF PINELLAS

The foregoing instrument was acknowledged before this \_\_\_\_ day of August, 2002, by Craig H. Sher, as President of Sembler Retail, Inc., a Florida corporation, sole general partner of Sembler Family Partnership #18, Ltd., a Florida limited partnership, on behalf of the partnership. He is personally known to me.

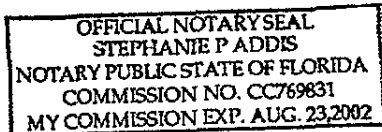
\_\_\_\_\_  
Notary Public - (Signature)

Print Name: \_\_\_\_\_

My Commission Expires: \_\_\_\_\_

STATE OF FLORIDA  
COUNTY OF PINELLAS

The foregoing instrument was acknowledged before this 14 day of August, 2002, by Brent W. Sembler, as Secretary of Sembler Retail, Inc., a Florida corporation, sole general partner of Sembler Family Partnership #18, Ltd., a Florida limited partnership, on behalf of the partnership. He is personally known to me.



\_\_\_\_\_  
Notary Public - (Signature)

Print Name: Stephanie P. Addis

My Commission Expires: \_\_\_\_\_

[SIGNATURES CONTINUED ON NEXT PAGE]

WITNESSES:

Lynore J. Redding  
Lynore J. Redding

Karol K. Bullard  
Karol K. Bullard

Lynore J. Redding  
Lynore J. Redding

Fred B. Bullard, Jr.  
Fred B. Bullard, Jr.

SUBSTITUTED LIMITED PARTNERS:

Fred B. Bullard, Jr.  
FRED B. BULLARD, JR.

KAROL K. BULLARD  
KAROL K. BULLARD

FILED  
03 AUG 26 PM 2:24  
TAMPA FLORIDA

STATE OF FLORIDA  
COUNTY OF PINELLAS

The foregoing instrument was acknowledged before this 7<sup>th</sup> day of August, 2002, by Fred B. Bullard, Jr. He is personally known to me.



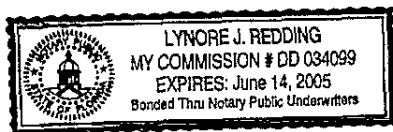
Lynore J. Redding  
Notary Public - (Signature)

Print Name: \_\_\_\_\_

My Commission Expires: \_\_\_\_\_

STATE OF FLORIDA  
COUNTY OF PINELLAS

The foregoing instrument was acknowledged before this 7<sup>th</sup> day of August, 2002, by Karol K. Bullard. She is personally known to me.



Lynore J. Redding  
Notary Public - (Signature)

Print Name: \_\_\_\_\_

My Commission Expires: \_\_\_\_\_

[SIGNATURES CONTINUED ON NEXT PAGE]

WITNESSES:

Joanne M. Mason  
JOANNE M. MASON

Rene Wood  
RENE WOOD

McNEEL CAPITAL LTD.

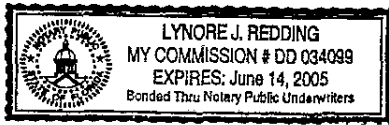
By:

Van L. McNeel  
VAN L. McNEEL,  
its sole General Partner

FILED  
03 AUG 26 PM 2:24  
TALLAHASSEE, FLORIDA

STATE OF FLORIDA  
COUNTY OF HILLSBOROUGH

The foregoing instrument was acknowledged before this 8<sup>th</sup> day of August, 2002, by Van L. McNeel, as the sole General Partner of McNeel Capital, Ltd., a Florida limited partnership, on behalf of the limited partnership. He is personally known to me.



Lynore J. Redding  
Notary Public - (Signature)

Print Name: \_\_\_\_\_

My Commission Expires: \_\_\_\_\_

**EXHIBIT "1"**

**Percentage Interests                      Capital Contribution**

**General Partner:**

STP Redevelopment, Inc.	1%	\$500.00
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**Limited Partners:**

Fred B. Bullard, Jr. and Karol K. Bullard, husband and wife, as tenants by the entireties	24.75%	\$12,375.00
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McNeel Capital Ltd.	24.75%	\$12,375.00
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Sembler Family Partnership #18, Ltd.	<u>49.50%</u>	<u>\$24,750.00</u>
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Total Contribution	<u>100%</u>	<u>\$50,000.00</u>
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**FILED**  
 03 AUG 26 PM 2:24  
 SEATTLE  
 ALBUQUERQUE  
 STATE  
 FLORIDA