

This Instrument Prepared By
and When Recorded Return to:
Claude McCain Moncus, Esq.
Corley Moncus, P.C.
728 Shades Creek Parkway Suite 100
Birmingham, Alabama 35209


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Shelby Cnty Judge of Probate, AL
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**NINTH AMENDMENT
TO
STAMPS PROPERTIES, LTD.
an Alabama Limited Partnership**

THIS AMENDMENT to Limited Partnership Agreement is made and entered into this the 1st day of July, 2009 by and between Sherwood J. Stamps (hereinafter referred to as "Transferor Limited Partner"), Kelly Stamps Griffin, Nathan Stamps, Carrie Stamps Gibson, Brad Stamps, Audrey Stamps Wilkinson, Amy Stamps Horrie (hereinafter referred to collectively as "Transferee Limited Partners") and Beverly F. Stamps, Kelly Stamps Griffin, Nathan Stamps, Carrie Stamps Gibson, Brad Stamps, Audrey Stamps Wilkinson, Amy Stamps Horrie and Sherwood J. Stamps (hereinafter referred to collectively as "Partners") and Sherwood J. Stamps (hereinafter referred to as "General Partner") and Beverly F. Stamps (hereinafter referred to as "General Partner") and Stamps Properties, Ltd., an Alabama Limited Partnership (hereinafter referred to as "Partnership").

RECITALS

Stamps Properties, a General Partnership, was formed by Partnership Agreement on August 1, 1978 (the "General Partnership Agreement"), and the General Partnership Agreement was amended by Amendment dated April 1, 1980 ("First Amendment"), was further amended by Amendment dated August 17, 1981 ("Second Amendment"), was further amended by Amendment dated December 28, 1992 ("Third Amendment"), was further amended by Amendment dated March 15, 1993 ("Fourth Amendment"), and was further amended by Amendment dated May 22, 1997 with an effective date of March 3, 1991, ("Fifth Amendment").

Stamps Properties, Ltd., an Alabama Limited Partnership, was formed on June 2, 1997, and the Certificate and Agreement of Limited Partnership of Stamps Properties, Ltd. (the "Limited Partnership Agreement") was filed with the Shelby County Probate Office at Instrument Number 1997-20336 on June 30, 1997. An Agreement of Merger merging Stamps Properties, a Partnership, into Stamps Properties, Ltd., an Alabama Limited Partnership, was entered into as of June 6, 1997, and was filed with the Shelby County Probate Office at Instrument Number 1997-20337 on June 30, 1997.

The General Partnership Agreement and the Limited Partnership Agreement are herein

referred to as the "Partnership Agreement."

The Partnership Agreement was further amended by Amendment dated April 3, 2000, ("Sixth Amendment"), was further amended by Amendment dated August 1, 2007, ("Seventh Amendment"), and was further amended by Amendment dated December 30, 2008 ("Eighth Amendment") which Partnership Agreement, as amended, provides for transfers and gifts to other partners and members of the family of a partner, which transfers and gifts are permitted; and

Sherwood J. Stamps, a 40% Limited Partner desires to transfer, convey and assign by gift 6% of his Limited Partnership interest to Transferee Limited Partners.

Simultaneously herewith, the Partnership and the Partners have granted to the Transferee Partners the right to acquire the respective partnership interest of the Transferor Partner, and further waives their rights of first refusal or prorata rights to purchase said partnership interest; and

The parties hereto are desirous of amending said Partnership Agreement to reflect the transfer of the Transferor Limited Partner's 6% partnership interest to the Transferee Limited Partners.

NOW, THEREFORE, in consideration of the premises, and the sum of Ten Dollars (\$10.00) and other good and valuable consideration hereinafter recited, the parties hereto covenant, promise and agree as follows:

1. Sherwood J. Stamps hereby transfers, assigns and conveys a one percent (1%) limited partnership interest in the Partnership to each Transferee Limited Partners and the Transferor Partner warrants and covenants with the Transferee Limited Partners that the partnership interest being conveyed in the Partnership is owned by the Transferor Partner; that the partnership interest in the Partnership being conveyed is free and clear; that there are no encumbrances or liens on the partnership interest being conveyed.

2. The undersigned Partnership and Partners hereby consent to the transfer of the 6% limited partnership interest in the Partnership from Transferor Partner to Transferee Limited Partners and the General Partners and the Limited Partners hereby waive any right of first refusal to purchase the partnership interest hereby conveyed.

3. Paragraph 7 (a) of that certain Certificate and Agreement of Stamps Properties, Ltd. a Limited Partnership, dated June 6, 1997, as amended, is hereby further amended by deleting Paragraph 7 (a) and substituting in lieu thereof the following:

<u>GENERAL PARTNER</u>	<u>PERCENTAGE INTEREST</u>	<u>PARTNERSHIP UNITS</u>
Sherwood J. Stamps	6%	6
Beverly F. Stamps	6%	6

<u>LIMITED PARTNER:</u>	<u>PERCENTAGE INTEREST:</u>	
Sherwood J. Stamps	34%	34
Kelly Stamps Griffin	9%	9
Nathan Stamps	9%	9
Carrie Stamps Gibson	9%	9
Brad Stamps	9%	9
Audrey Stamps Wilkinson	9%	9
Amy Stamps Horrie	9%	9
TOTAL	<u>100%</u>	<u>100</u>

4. Each of the Partners by execution of the consent attached hereto waive any right of partition as to the Partnership's property and any right to take any other action which otherwise might be available to them for the purpose of severing their relationship in connection with the Partnership's property, further agree and consent that each partner's spouse shall have no rights in the partnership property, except the interest as set forth in the buy-sell provisions of the second amendment to the Partnership Agreement, and each partner shall not have any rights to pledge, hypothecate or otherwise encumber his or her partnership interest in the partnership.

5. All other provisions, terms and conditions of said Partnership Agreement, except as amended, shall remain in full force and effect. The Transferee Partners hereby covenant and agree to be bound by the terms and conditions of the Agreement of Limited Partnership, as amended.

All other provisions of the original Certificate and Agreement of Limited Partnership of Stamps Properties, Ltd. as amended, shall remain in full force and effect.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the undersigned have hereunto set their hands and seals on the day and year first above written.

Transferor Limited Partner:

Sherwood J. Stamps [SEAL]
Sherwood J. Stamps

Partnership:

STAMPS PROPERTIES LTD., an Alabama Limited Partnership

By: *Sherwood J. Stamps* [SEAL]
Sherwood J. Stamps
Its General Partner

General Partners:

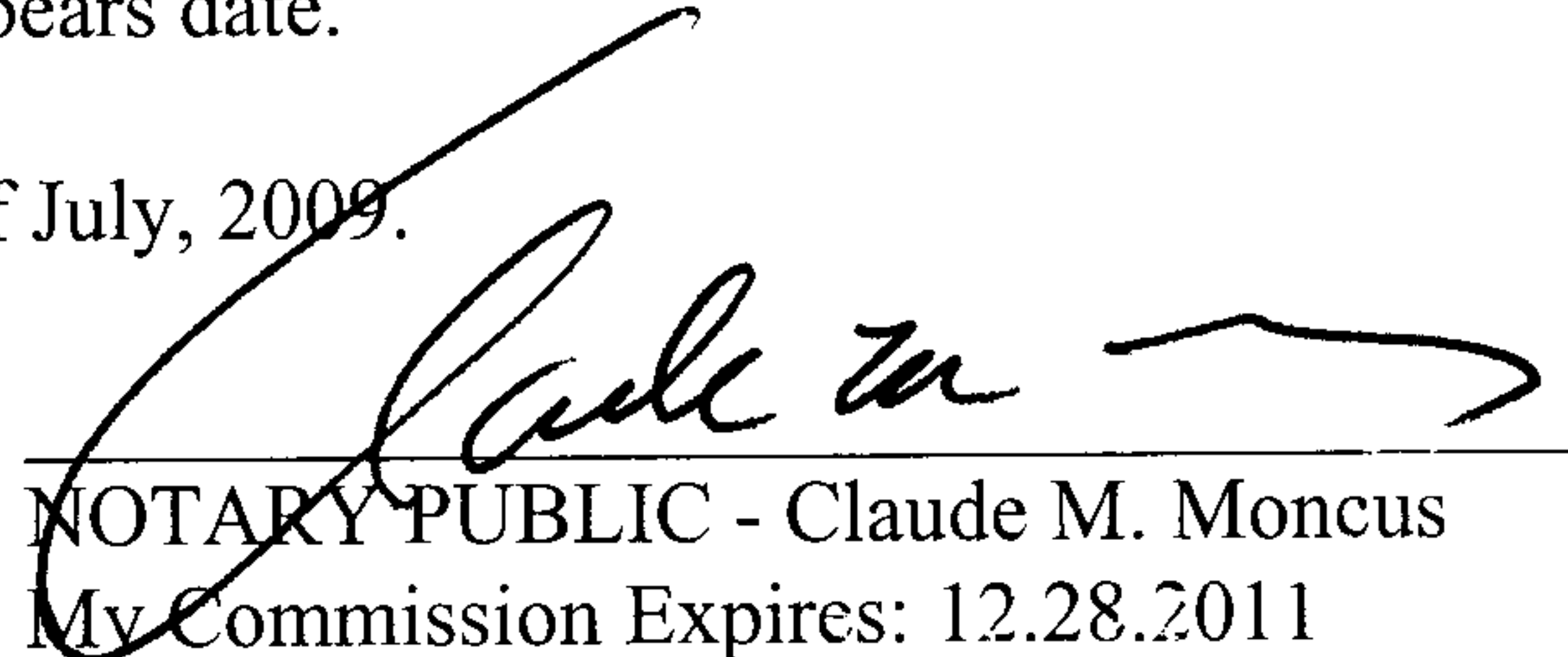
Sherwood J. Stamps [SEAL]
Sherwood J. Stamps

Beverly F. Stamps [SEAL]
Beverly F. Stamps

STATE OF ALABAMA)
COUNTY OF JEFFERSON)

I, the undersigned, a notary public in and fore said County and State, hereby certify that **Sherwood J. Stamps**, whose name is signed to the foregoing document, and who is known to me, acknowledged before me on this day that, being informed of the contents of the foregoing, he executed the same voluntarily on the day the same bears date.

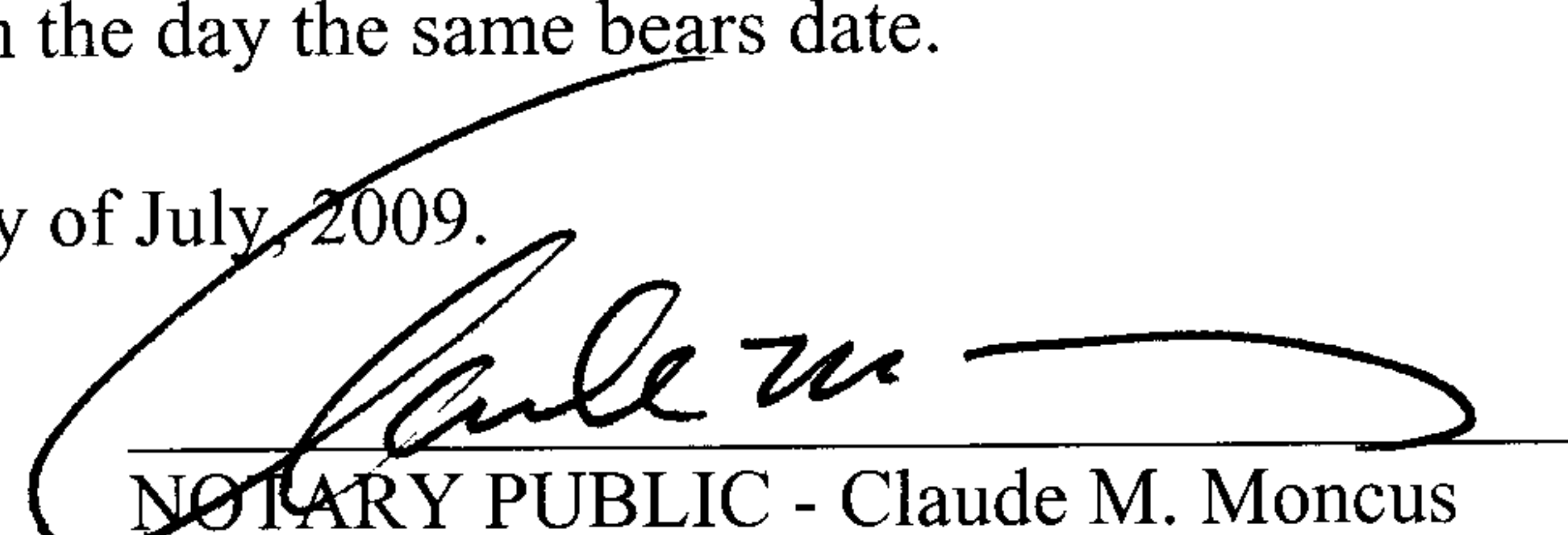
Given under my hand and seal this 1st day of July, 2009.


NOTARY PUBLIC - Claude M. Moncus
My Commission Expires: 12.28.2011

STATE OF ALABAMA)
COUNTY OF JEFFERSON)

I, the undersigned, a notary public in and fore said County and State, hereby certify that **Sherwood J. Stamps**, and **Beverly F. Stamps**, whose names as General Partners of Stamps Properties, Ltd., an Alabama Limited Partnership, are signed to the foregoing document, and who are known to me, acknowledged before me on this day that, being informed of the contents of the foregoing, they executed the same voluntarily on the day the same bears date.

Given under my hand and seal this 1st day of July, 2009.


NOTARY PUBLIC - Claude M. Moncus
My Commission Expires: 12.28.2011

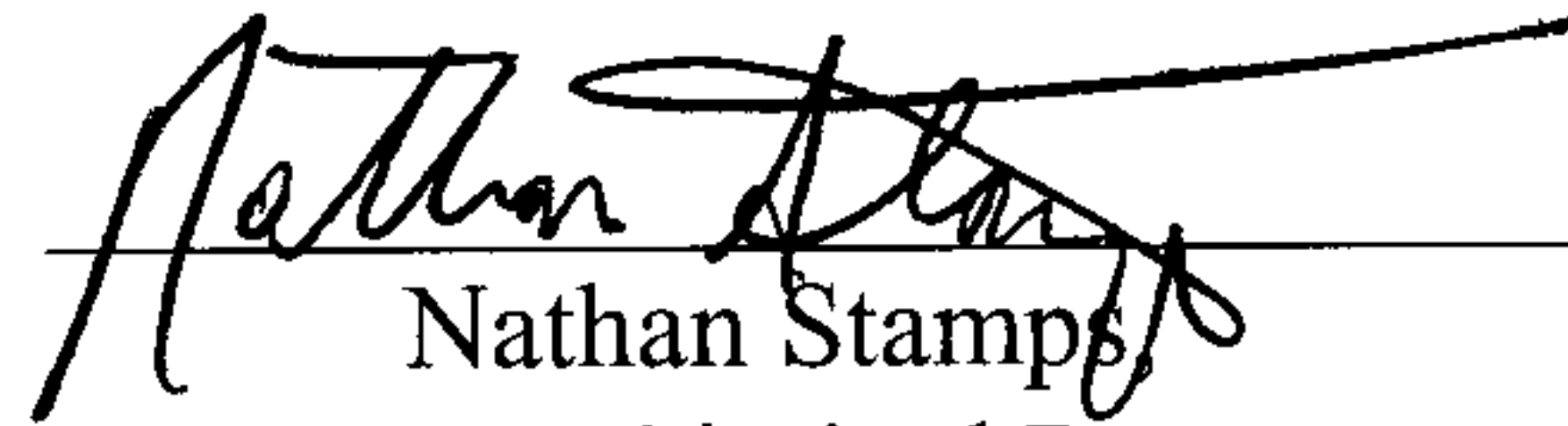
CONSENT OF LIMITED PARTNER

The undersigned, as a Limited Partner of Stamps Properties, Ltd., an Alabama limited partnership (the "Partnership"), hereby consents to the transfer of a 1% limited partnership interest in the Partnership by Sherwood J. Stamps, as a Limited Partner, to the undersigned, this 1st day of July, 2009, and further agrees and consents to be bound by the terms and conditions of the Partnership Agreement, as amended.

 [SEAL]
Kelly Stamps Griffin
as a Limited Partner

CONSENT OF LIMITED PARTNER

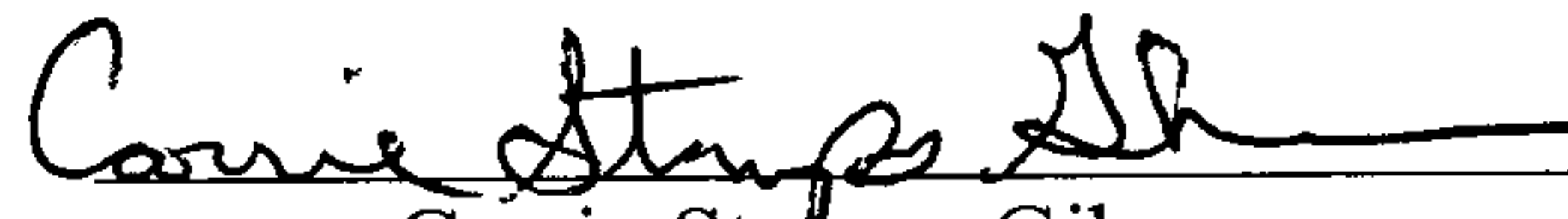
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 [SEAL]
Nathan Stamps
as a Limited Partner



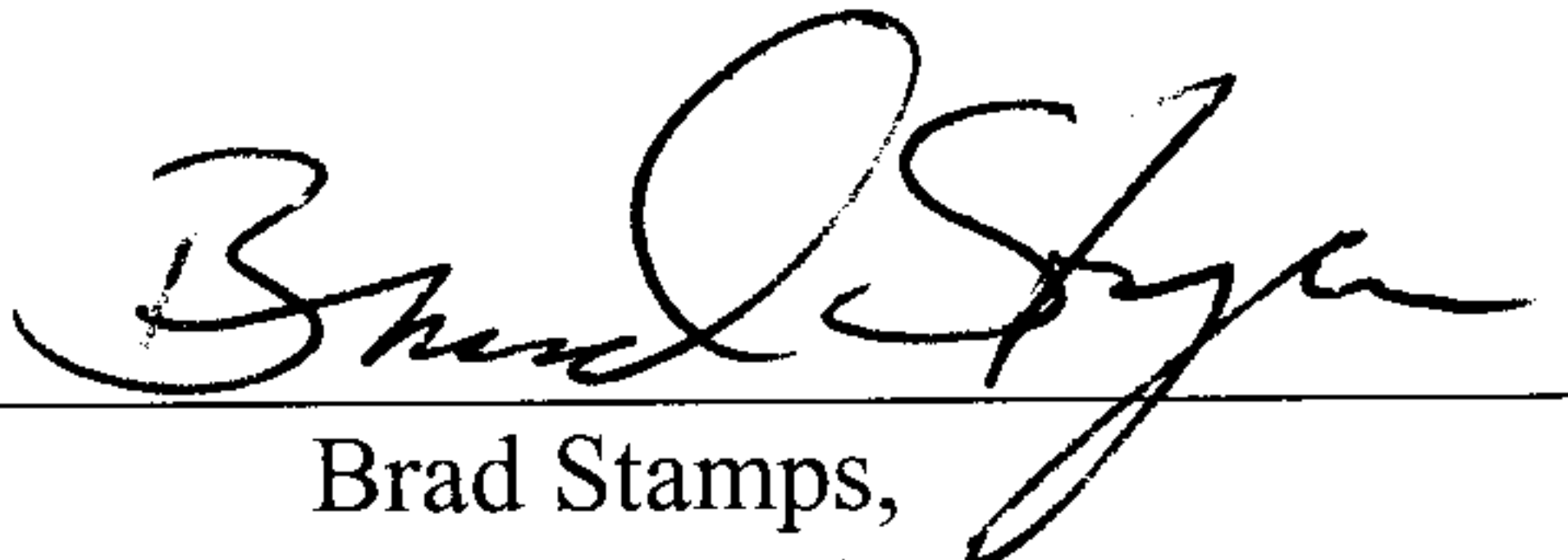
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 [SEAL]
Carrie Stamps Gibson,
as a Limited Partner

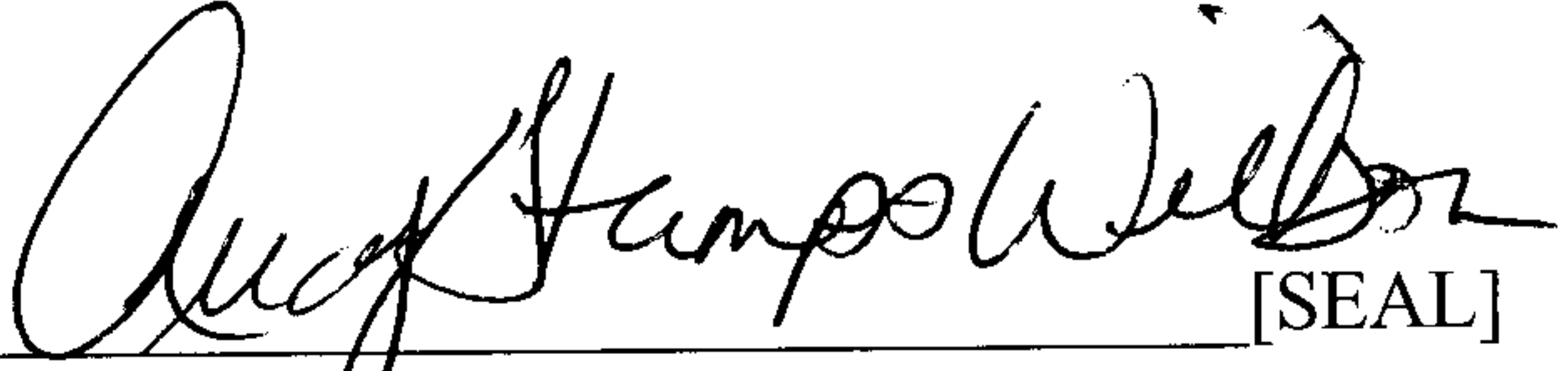
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 [SEAL]
Brad Stamps,
as a Limited Partner

CONSENT OF LIMITED PARTNER

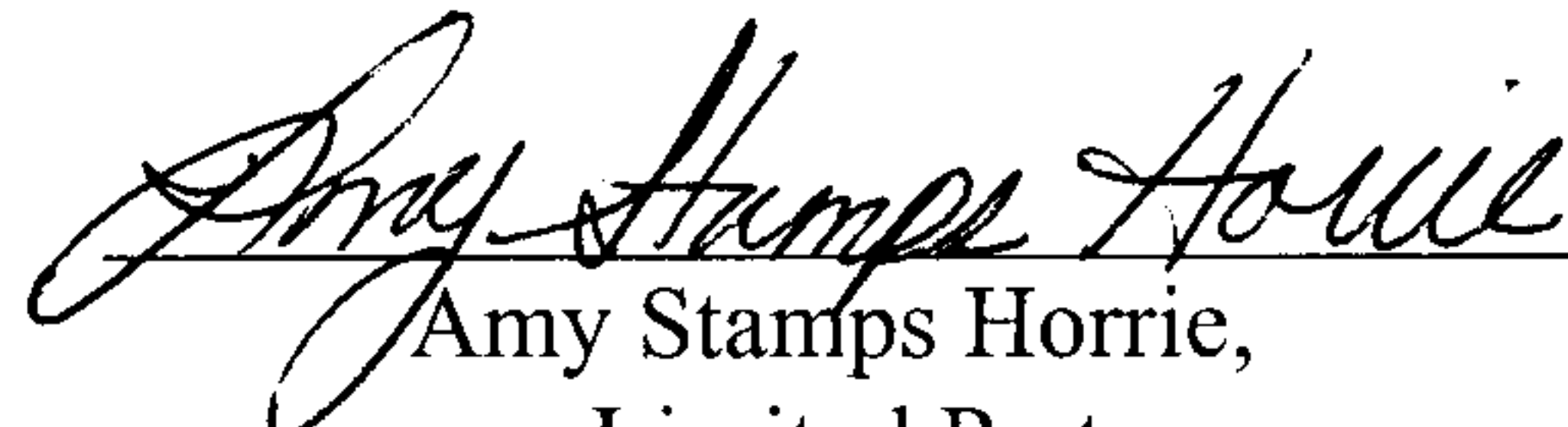
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[SEAL]
Audrey Stamps Wilkerson,
as a Limited Partner



CONSENT OF LIMITED PARTNER

The undersigned, as a Limited Partner of Stamps Properties, Ltd., an Alabama limited partnership (the "Partnership"), hereby consents to the transfer of a 1% limited partnership interest in the Partnership by Sherwood J. Stamps, as a Limited Partner, to the undersigned, this 1st day of July, 2009, and further agrees and consents to be bound by the terms and conditions of the Partnership Agreement, as amended.

 [SEAL]
Amy Stamps Horrie,
as a Limited Partner


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