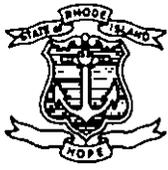


Filing Fee: \$50.00  
(See footnote below)

ID Number: 117429



**STATE OF RHODE ISLAND AND PROVIDENCE PLANTATIONS**

Office of the Secretary of State  
Corporations Division  
100 North Main Street  
Providence, Rhode Island 02903-1335

**LIMITED LIABILITY COMPANY**

**ARTICLES OF AMENDMENT TO  
ARTICLES OF ORGANIZATION  
(To Be Filed In Duplicate)**

Pursuant to the provisions of Section 7-16-12 of the General Laws, 1956, as amended, the undersigned limited liability company hereby amends its Articles of Organization as follows:

1. The name of the limited liability company is:

Post Office Associates, LLC

2. The Articles of Organization of the limited liability company as amended or restated to date are amended as follows:

[ Insert Amendment(s) ]

(If additional space is required, please list on separate attachment)

The section to be amended is section 6. See attached additional provisions.

3. The effective date of this amendment, if later than the date of the filing of these Articles of Amendment, is:

(not prior to, nor more than 30 days after, the filing of these Articles of Amendment)

Under penalty of perjury, I declare and affirm that I have examined these Articles of Amendment, including any accompanying attachments, and that all statements contained herein are true and correct.

Date: 3-27-02

Post Office Associates, LLC

Print Name of Limited Liability Company

By

Signature of Authorized Person

**Filing fee footnote**

If the purpose of this amendment is solely to indicate a change in managers pursuant to Section 7-16-12(a)(2), the filing fee shall be \$10.00.

20 MAR 27 12 00 PM '02

STATE OF RHODE ISLAND  
CORPORATIONS DIVISION  
RECEIVED

**FILED**

MAR 27 2002

By Cathy 3  
283461

ADDITIONAL PROVISIONS TO SECTION SIX OF THE  
CERTIFICATE OF FORMATION  
OF  
POST OFFICE ASSOCIATES, LLC

These Additional Provisions are attached to, and form a part of, the Articles of Organization of Post Office Associates, LLC (the "LLC"). In the event of any discrepancies between the Articles of Organization and these Additional Provisions, the terms and provisions of these Additional Provisions shall control. As used herein, the term "Premises" shall mean the real property and improvements thereon located at 3970 Old Post Road, Charlestown, Rhode Island, and the term "Lender" shall mean Bedford Capital Funding LLC, a Delaware limited liability company, and its successors and assigns.

1. The purpose for which the LLC 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 with the Lender in connection with a permitted repayment of the loan evidenced by the loan documents executed and delivered in connection with the loan agreement ("Loan") and (D) transacting any and all lawful business for which a LLC may be organized under the laws of the LLC's state of organization ("State") that is incident, necessary and appropriate to accomplish the foregoing.

2. The LLC'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 LLC 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 LLC may be made such that the transferee owns, in the aggregate with the ownership interests of its affiliates and family members in the LLC, more than a 49% interest in the LLC (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 LLC, 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 LLC 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 liability company 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 securities of its affiliates or owners, including members or managers, as appropriate;
- o. Not make loans to any other person or entity or to buy or hold evidence of indebtedness issued by any other person or entity (other than cash 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 member or manager thereof; and
- y. Maintain itself in good standing and/or qualified to do business in the State.

6. At least one Member of the LLC shall be GPO Postal, Corp., which shall hold a 0.5% or greater membership 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 member of the LLC and own at least a 0.5% interest in the LLC, so long as the Loan is outstanding.

b. The unanimous consent of all directors 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 its properties;

(iii) Make any assignment for the benefit 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 LLC, the LLC 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 LLC, 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 LLC is not a Special Purpose Entity, then the LLC 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 LLC shall not dissolve.

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

a. 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;

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

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

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

11. The LLC 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 LLC 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.