

A03000001706

(Requestor's Name)

(Address)

(Address)

(City/State/Zip/Phone #)

☐ PICK-UP

☐ WAIT

☐ MAIL

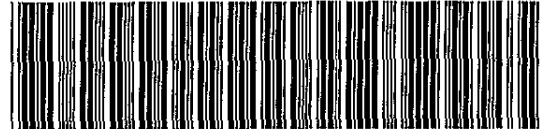
(Business Entity Name)

(Document Number)

Certified Copies _____ Certificates of Status _____

Special Instructions to Filing Officer:

Office Use Only



300024495743

11/07/03--01044--011 **804.25

FILED
CLERK OF STATE
DIVISION OF CORPORATIONS
03 DEC - 9 PM 12:45

12/12/09

27p

November 4, 2003 (10:59am)

LAW OFFICES

W. Taylor Moore

MAIL:

P.O. BOX 507

TALLAHASSEE, FL 32302-0507

OFFICE:

239 EAST VIRGINIA STREET 32301

E-MAIL: TAYLORGATO@AOL.COM

TEL: 850-224-8004

FAX: 850-224-3516

RES 850-349-2393

CEL 850-570-3988

November 4, 2003

Department of State
Division of Corporations
Corporate Filings
PO Box 6327
Tallahassee, FL 32314

Re: Truck Route Partners, Ltd.

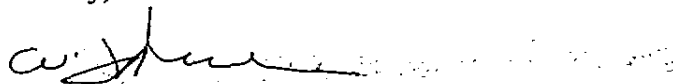
Dear Sir or Madam:

Enclosed for filing are the appropriate documents for filing a new limited partnership, Truck Route Partners, Ltd. Also enclosed is a duplicate copy for purposes of a certified copy and my trust account check #4839 in the amount of \$ 804.25 to cover filing fees as follows:

1. Filing Fee	\$700.00
2. Certificate of Status	\$ 8.75
3. Resident Agent Fee	\$ 35.00
4. Certified Copy	\$ 60.50
Total	\$804.25

I have enclosed a self addressed stamped envelope for your convenience in returning my copies, etc. If there are any questions or problems with this filing please call me at 850-224-8004.

Sincerely,



W. Taylor Moore

WTM:rs

Enc.

cc: R. Bartow Rainey

J. Howard Nichols

FILED
SECRETARY OF STATE
DIVISION OF CORPORATIONS
03 DEC -9 PM 12:45

W03-33898



FLORIDA DEPARTMENT OF STATE

Glenda E. Hood
Secretary of State

November 14, 2003

LAW OFFICES OF W. TAYLOR MOORE
PO BOX 507
TALLAHASSEE, FL 32302-0507

SUBJECT: TRUCK ROUTE PARTNERS, LTD.
Ref. Number: W03000033898

We have received your document for TRUCK ROUTE PARTNERS, LTD. and your check(s) totaling \$804.25. However, the enclosed document has not been filed and is being returned for the following correction(s):

This office does not file "Limited Partnership Agreements." Enclosed is a copy of our blank form with instructions.

Please return your document, along with a copy of this letter, within 60 days or your filing will be considered abandoned.

If you have any questions concerning the filing of your document, please call (850) 245-6958.

Lee Rivers
Document Specialist

Letter Number: 603A00062028

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SECRETARY OF STATE
DIVISION OF CORPORATIONS
03 DEC -9 PM 12:45

December 3, 2003 (11:07am)

LAW OFFICES

W. Taylor Moore

MAIL:

P.O. BOX 507

TALLAHASSEE, FL 32302-0507

OFFICE:

239 EAST VIRGINIA STREET 32301

E-MAIL: TAYLORGATO@AOL.COM

TEL: 850-224-8004

FAX: 850-224-3516

RES 850-349-2393

CEL 850-570-3988

December 3, 2003

Florida Department of State
Division of Corporations
PO Box 6327
Tallahassee, FL 32314

Attn: Lee Rivers

Re: Truck Route Partners, Ltd.

Dear Mr. Rivers:

I have revised the comprehensive document which I sent you earlier to make it a Certificate of Limited Partnership and thus conform to your requirements. I would appreciate your filing same and certifying the copy for return to me.

In the event you cannot for any reason, file the long form, I enclose the short form which you returned to me on November 14, 2003. The necessary affidavit is attached to the long form.

If you have any problems, please call me at the 224-8004. I enclose a SASE for your convenience in returning my copies to me.

Sincerely,



W. Taylor Moore

WTM:rs

Enc.

FILED
SECRETARY OF STATE
DIVISION OF CORPORATIONS
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CERTIFICATE OF LIMITED PARTNERSHIP

THIS CERTIFICATE OF LIMITED PARTNERSHIP, Made and entered into this 30th day of October, 2003, by and between **R. BARTOW RAINEY and J. HOWARD NICHOLS** of Tallahassee, Leon County, Florida herein referred to as "General Partners" and **R. BARTOW RAINEY, J. HOWARD NICHOLS, VELMA C. MATTHEW, LAGNIAPPE GROUP, LTD.,** a Florida limited partnership, **T. BERT FLETCHER, THOMAS E. PERRY, RICHARD L. SINGLETARY, JEAN D. PARKER,** as Ancillary Personal Representative of the estate of **John L. Parker, deceased, JOE BEVERLY and W. DALLAS STRICKLAND,** as Trustee, of various addresses as set forth herein, as "Limited Partners".

In consideration of the mutual covenants and agreements of the parties hereto as hereinafter set forth, and in consideration of other good and valuable considerations received which are acknowledged by each of the respective parties; it is hereby agreed and sworn to as follows:

1. Formation and Name. The undersigned parties do hereby form a limited partnership under and pursuant to the laws of the State of Florida. The name of the limited partnership shall **TRUCK ROUTE PARTNERS, LTD.** and is referred to herein as "partnership".

2. Principal Office. The principal office of the partnership shall be 99 Royster Drive, Crawfordville, FL 32327. Said principal office may be moved from time to time. and the partnership may have such additional offices as the General Partners deems advisable. The name of the registered agent is J. Howard Nichols, whose address is 99 Royster Drive, Crawfordville, FL 32327.

3. Purpose of Limited Partnership. The purpose of the partnership shall be the acquiring ownership of, development of, improvement of, and operation, financing; leasing, managing and otherwise dealing in and with real and personal property and any and all acts necessary or desirable in connection with said activities

4. Term of Limited Partnership. The term of this partnership shall commence immediately upon the execution of this agreement by the General Partners and any of the Limited Partners and shall continue in existence until December 31, 2033, or until terminated in accordance with the dissolution provisions of this agreement or as otherwise provided by law

5. Contributions to Partnership and Partnership Interest. Interest in the partnership shall be designated as "units". The initial contributions to the partnership by the General Partners and the ownership of the General Partners are as follows:

Name of General Partners	Number of Units	Initial Contribution
R. BARTOW RAINEY 2817 NE 35 TH CT	1.00	\$1,000.00

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DIVISION OF CORPORATIONS
OCT-30-2003
12:45

Ft. Lauderdale, FL 33308

J. HOWARD NICHOLS 99 Royster Drive Crawfordville, FL 323227	1.00	\$1,000.00
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The Limited Partners and their interest shall be:

R. BARTOW RAINEY 2817 NE 35 TH CT Ft. Lauderdale, FL 33308	5.25	\$5,250.00
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J. HOWARD NICHOLS 99 Royster Drive Crawfordville, FL 323227	19.833	\$19,833.00
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VELMA C. MATTHEW 129 Buena Vista Dr. S Dunedin, FL 34698	6.25	\$6,250.00
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LAGNIAPPE GROUP, LTD c/o George N. Lewis, General Partner 5300 Bradfordville Road Tallahassee, FL 32308	15.939	\$15,939.00
--	--------	-------------

T. BERT FLETCHER 1501 Argonne Road Tallahassee, FL 32312	17.393	\$17,393.00
--	--------	-------------

THOMAS E. PERRY P. O. Box 1095 Thomasville, GA 31799	5.555	\$5,555.00
--	-------	------------

RICHARD L. SINGLETARY P. O. Box 1095 Thomasville, GA 31799	11.113	\$11,113.00
--	--------	-------------

JEAN D. PARKER, Ancillary Personal Representative Estate of John L. Parker, deceased 108 McGregor Street Mobile, AL 36608	5.555	\$5,555.00
--	-------	------------

JOE BEVERLY	5.555	\$5,555.00
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1132 Gordon Avenue
Thomasville, GA 31792

W. DALLAS STRICKLAND
3726 Galway Drive
Tallahassee, FL 32308

5.555

\$5,555.00

In addition thereto the partners do hereby agree that upon written call of the General Partners, additional contributions may be required for the purpose of furnishing the partnership at any given time the funds necessary to pay any expenses or debts of the partnership in the event the partnership does not have the funds to pay said debts as and when the same fall due. Such contributions shall be made on a pro-rata basis established by the number of units held by each of the respective partners. The foregoing provisions shall not be deemed to create any personal liability of Limited Partners to creditors of the partnership and shall not be deemed for the benefit of any such creditors. The General Partners shall furnish each Limited Partner with a statement showing his or her pro-rata contribution and the date upon which it is due to be paid. If any Limited Partner shall fail to make his pro-rata contribution on or before the due date, the General Partners may, at their option, advance such contribution not made by a Limited Partner. The General Partners shall not be required to make such advancements on behalf of a Limited Partner but to the extent they shall do so the advancement shall bear interest at the highest legal rate then allowed by the laws of the State of Florida. Such advancement shall be a first lien on such Limited Partner's interest in the Partnership and shall be repaid to the General Partners before any distribution of either capital or profits is made to such Limited Partner.

6. Compensation, Duties, Restrictions and Powers of General Partners - Management of Partnership Affairs.

(a) The General Partners shall receive ten (10%) of the gross income of the partnership for the performance of their duties.

(b) The right to manage and conduct the partnership business shall be vested exclusively in the General Partners, and all decisions affecting the partnership, its policy and management, including its employees, their employment and discharge and their compensation and bonuses if any shall be made by said General Partners. The said General Partners shall diligently apply themselves to the partnership business and shall devote such time as is necessary to properly manage the business of the partnership. Upon the resignation retirement death or incompetency of both of the General Partners, and in the event the partnership is not dissolved by action of the Limited Partners, the Limited Partners shall by majority vote elect successor General Partners.

(c) The General Partners is hereby authorized to execute all documents of any nature on behalf of the partnership, including, but not limited to Notes, Mortgages, Deeds, Leases and Contracts. Included in the powers and authority of the General Partners (but without limiting the same it being the intent of the parties that the General Partners have complete and full management

of the affairs of the partnership) is the right to:

(1) negotiate, enter into, and execute contracts and leases;

(2) incur obligations for and, on behalf of the partnership, including Mortgages affecting the partnership property;

(3) refinance, recast, or extend any Mortgage affecting the partnership property or to execute extensions renewals or modifications thereof;

(4) sell, convey, or otherwise transfer or dispose of all or any part of the partnership property. In the event that all of the partnership property is sold pursuant to the authority vested in the General Partners, the partnership shall terminate and all partnership assets shall be distributed to the partners in the manner provided herein. Provided however that the termination of the partnership and distribution of its assets following the sale of all of its property will not be required where such sale takes the form of a transfer of partnership assets in return for property other than cash or is an involuntary sale of such assets;

(5) employ and retain persons, firms, partnerships, and corporations in the operation of partnership business and the management of its property, including, but not limited to, a leasing and management agent, office employees accountants and attorneys for such compensation as the General Partner shall determine. Such firms, partnerships or corporations may be employed or retained even though the General or Limited partners, or any of them may have an interest in the same and;

(6) do any and all acts incidental to or necessary to carry out the intentions and purposes for which the partnership has been formed.

By way of extension of the foregoing, and not in limitation thereof the General Partners shall possess all of the powers and rights of a partner in a General Partnership. Notwithstanding the unqualified power and right of the General Partners to sell, exchange; or convey title to the assets of the partnership, the General Partners represents to the Limited Partners that such sales or exchanges will be for full and adequate consideration and that all transactions will be bona fide arms-length transactions in which the best interest of the partnership will always be primary. The General Partners shall maintain on behalf of the partnership fire, casualty, liability, and property damage insurance in amounts customary and consistent with sound business practices.

Nothing herein contained shall require any third party to inquire into the General Partners's authority to sell, exchange, mortgage, convey, or otherwise dispose of or encumber any portion of or all of the assets of the partnership or as to his authority to borrow funds on behalf of the partnership or to otherwise completely represent and act for the partnership in its dealings with third parties.

7. Rights, Duties and Obligations of Limited Partners. No limited Partner shall have any right to be active in the conduct or management of the partnership business nor have power to bind the partnership in any contract, agreement, promise, or undertaking.

By the execution hereof, each of the Limited Partners irrevocably constitutes and appoints the General Partners as his true and lawful attorney in his name, place, and stead to make, execute, acknowledge deliver, and file:

a) Deeds, Notes, Mortgages, Security Instruments of any kind and nature- Leases and other such instruments as may be necessary or desirable to carry on the business of the partnership; provided: however, that no such instruments shall create any personal liability on the part of any Limited Partner without his express written consent; except with regard to any additional contributions that may be required by other provisions contained herein.

b) A certificate of limited partnership under the laws of the State of Florida;

c) Any certificate or other instrument which may be required to be filed by the partnership by the laws of the State of Florida;

d) Any and all amendments or modifications of the instruments described in the preceding subparagraphs and such other amendments or modifications as the General Partners may deem to be necessary or desirable; provided, however, that no such agreement or modification shall in any way affect the rights, privileges, and liabilities of any of the Limited Partners except as herein expressly provided; and

e) All documents which may be required to effectuate the dissolution and termination of the partnership.

It is expressly agreed by each of the Limited Partners that the foregoing power of attorney is coupled with an interest. The foregoing power of attorney shall survive the delivery of any assignment by any of the Limited Partners of the whole or any portion of his limited partnership interest. When any such assignee has executed the written agreement required of any assignee, said assignee shall be deemed to have executed a power of attorney coupled with an interest and the foregoing power of attorney of the assignor Limited Partner shall survive the delivery of such assignment for the sole purpose of enabling the General Partners to execute, acknowledge, and file any and all instruments necessary to effectuate such substitution.

8. Liability of General Partners to Other Partners. The General Partners shall not be liable responsible, or accountable in damages or otherwise to any of the Limited Partners for acts performed by them in good faith within the scope of the authority conferred upon them by this agreement except for acts of gross negligence or intentional wrongdoing.

9. Profits, Losses, and Cash Proceeds.

a) **Distributions.** The General Partners, in their sole discretion, shall have the right to determine whether any distributions of net profits or other net proceeds received by the partnership are to be made to the partners; provided, however, that all sums in excess of one (1) month's average expenses plus Five Thousand and No/100 Dollars (\$5,000.00) shall be distributed within two (2) months after the end of the partnership's fiscal year unless the General Partners determine that there is a legitimate partnership business reason for retaining cash in excess of said sum.

b) **Allocation of Profits and Losses.** All profits and losses of the partnership for purpose of taxation of income shall be allocated to and borne by each partner in proportion to the ratio which the number of units owned by each bears to the total number of units then outstanding.

10. Accounting and Books of Account. The profits and losses of the partnership and its books of account shall be maintained on a calendar year basis unless otherwise determined by the General Partners. At all times during the continuation of this partnership, the General Partners shall keep full and true books of account of all transactions, assets, and liabilities of the partnership pursuant to accepted accounting principles which shall be open to inspection by any partner at all reasonable times. Such books of account shall be kept at the principal office of the partnership. Annual income statements of the partnership shall be transmitted to each of the partners within sixty (60) days after the same are furnished to the General Partners by the partnership's Certified Public Accountants. The General Partners shall determine whether said books of account shall be kept on the cash or accrual method.

11. Distributions to Assignees of Limited Partnership Interest. The General Partners shall not be required to recognize any assignment or hypothecation of any limited partnership interest unless and until he has received written notice thereof. The General Partners shall distribute the income attributable to each unit to the individual owning the same of record at the time said distribution is made; and the General Partners shall not be required to prorate the income for any portion of a year between the assignor and assignee of said interest.

12. Additional Limitations Upon Transfer or Hypothecation of Limited Partnership Interest. No transfer of any limited partnership interest shall be effective or recognized by the partnership until and unless the following requirements are met:

a) the duly executed and acknowledged written instrument of assignment has been delivered to the General Partners;

b) the partnership interest being transferred is at least one or more whole units and no fractional units shall be transferred unless fractional units are issued under the provisions of Paragraph 6 hereof;

c) the assignor and assignee execute and acknowledge such other instrument as the General

Partners may deem necessary or desirable to effectuate such admission; and

d) a transfer fee has been paid to the partnership which is sufficient to cover all reasonable expenses connected with such assignment and substitution.

The foregoing shall be in addition to and not in limitation of any other requirement set forth in this agreement.

13. Retirement of Any General Partners. General Partners shall have the right to resign upon giving thirty (30) days' advance written notice to all Limited Partners of his intent to so resign. Upon the death, retirement, resignation, incapacity, incompetency or insanity of the General Partners, the partnership shall terminate and be dissolved unless prior to the occurrence of any such event the holders of a majority of the units then outstanding elect a new General Partner or Partners to replace said General Partners.

14. Termination and Dissolution of the Limited Partnership.

a) The partnership shall be terminated and dissolved upon the happening of any of the following events:

(1) the execution of a notice of intent to dissolve by the holders of a majority of the units then outstanding; or

(2) the failure of the Limited Partners to elect a replacement General Partner(s) within sixty (60) days after the resignation, death, retirement, incapacity, incompetency or insanity of the General Partners.

b) Upon a dissolution and termination of the partnership, the General Partners shall take full account of the partnership assets and liabilities. The assets shall be liquidated as promptly as is consistent with obtaining the fair value thereof and the proceeds therefrom, together with the assets distributed in kind, if any, to the extent sufficient therefor shall be applied and distributed in the following order:

(1) To the payment of creditors in the order of priority, as provided by law, except the claims of partners on account of their partnership interest and the claims of secured creditors whose obligations will be assumed or otherwise transferred on the liquidation of partnership assets.

(2) To the Limited and General Partners proportionately in the ratio which the number of units owned by them bears to the number of units owned by all of them.

(3) To such reserve for the contingent liabilities as may be established by the General Partners. The amount of such reserve shall be deposited with an escrow agent to be appointed by the General Partners, and the escrow agent is to disburse the reserve funds upon instruction of the

General Partners.

Except as otherwise provided herein, no partner or group of partners shall have the right to demand any asset other than cash as profits for his or their share of the assets of the partnership, nor shall any such partner or partners have the right to demand the return of any contribution.

15. Miscellaneous.

a) Meetings of the partnership may be called by the General Partners and shall be called by them upon the written request of Limited Partners holding more than fifty percent (50%) of the then outstanding units.

b) Except as expressly provided herein, nothing contained herein shall constitute any party agent for another party except for the limited purposes herein-above expressed.

c) This agreement constitutes the sole and entire agreement of the parties hereto and cancels and supersedes all prior, oral, and written agreements relating to the formation and operation of this partnership.

d) This partnership agreement shall be construed according to the laws of the State of Florida.

e) This agreement shall be binding upon and inure to the benefit of the respective parties hereto, their heirs, executors, administrators, devisees, assigns and successors.

f) Invalidity of any provision, clause, or phrase herein contained shall be construed as if such invalid provision had not been set forth herein.

g) The partnership shall indemnify and save harmless the General Partners from any loss or damage incurred by them by reason of any act performed by her, for and on behalf of the partnership, and in furtherance of its interest unless such loss shall be caused from gross negligence, willful malfeasance, or intentional fraud.

h) All notices under this agreement shall be in writing and shall be given to the partner entitled thereto by personal delivery or by certified or registered mail, return receipt requested, to the address set forth in this agreement for such partner or at such other address as he may specify in writing.

i) Paragraph titles or captions contained in this agreement are inserted only as a matter of convenience and for reference and in no way define, limit, extend, or describe the scope of this agreement or the intent of any provisions hereof.

j) Whenever the singular is used in this agreement, and when required by the context, the same shall include the plural; the plural shall include the singular; and the masculine gender shall

include the feminine and the neuter genders; and the word "person" shall include corporations, firms, partnerships, or other forms of association.

k) This agreement may be executed in several counterparts, and all so executed shall constitute one agreement binding on all of the parties hereto, notwithstanding the fact that all of the parties are not signatories to the original or same counterpart.

l) In the event any provisions contained herein would result in the entity created hereby being other than a limited partnership under the laws of the State of Florida, then such provisions shall be of no effect and the laws of the State of Florida shall control.

m) This Agreement may be amended as provided by law.

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

(SEPARATE SIGNATURE PAGES ATTACHED FOR EACH PARTNER)

**SIGNATURE PAGE TO TRUCK ROUTE PARTNERS, LTD., LIMITED
PARTNERSHIP AGREEMENT**

WITNESSES:

[Handwritten signatures of witnesses]
Thomas & Rainey

GENERAL PARTNERS

[Handwritten signature of R. Bartow Rainey] (SEAL)
R. BARTOW RAINEY

STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this 19th day of MARCH, 2008,
by R. BARTOW RAINEY, who is personally known to me or who presented a drivers license as
identification and who did not take an oath.

[Handwritten signature of Notary Public]
Notary Public



Charles R. Gardner
MY COMMISSION # DD189630 EXPIRES
April 30, 2006
BONDED THRU TROY FAIN INSURANCE, INC.

SIGNATURE PAGE TO TRUCK ROUTE PARTNERS, LTD., LIMITED
PARTNERSHIP AGREEMENT

WITNESSES:

[Handwritten signature: Thomas E. King]

[Handwritten signature: J. Howard Nichols]

GENERAL PARTNERS

J. HOWARD NICHOLS

(SEAL)

STATE OF FLORIDA
COUNTY OF LEON

The foregoing instrument was acknowledged before me this 19th day of MARCH, 2002,
by J. HOWARD NICHOLS, who is personally known to me or who presented a drivers license as
identification and who did not take an oath.

[Handwritten signature]

Notary Public



Charles R. Gardner
MY COMMISSION # DD109630 EXPIRES
April 30, 2006
BONDED THRU TROY FAIN INSURANCE, INC.

**SIGNATURE PAGE TO TRUCK ROUTE PARTNERS, LTD., LIMITED
PARTNERSHIP AGREEMENT**

[Handwritten signature]
Thomas E. Kery

LIMITED PARTNERS

[Handwritten signature] (SEAL)
R. BARTOW RAINEY

STATE OF FLORIDA
COUNTY OF BROWARD

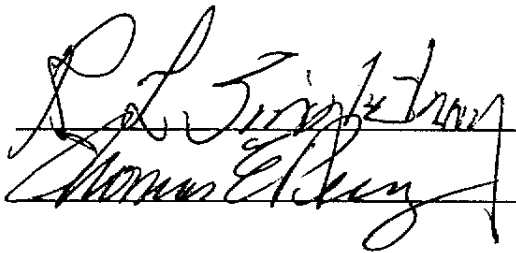
The foregoing instrument was acknowledged before me this 19th day of MARCH, 2003,
by R. BARTOW RAINEY, who is personally known to me or who presented a drivers license as
identification and who did not take an oath.

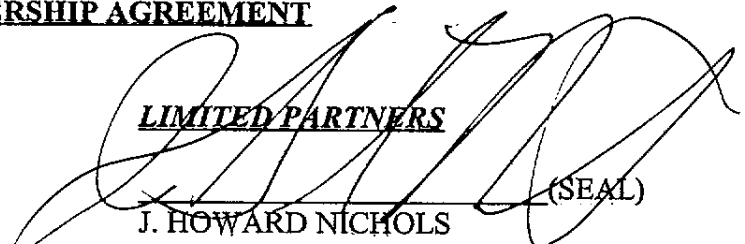
[Handwritten signature]
Notary Public



Charles R. Gardner
MY COMMISSION # DD109630 EXPIRES
April 30, 2006
BONDED THRU TROY FAIN INSURANCE, INC.

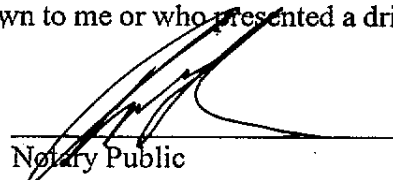
**SIGNATURE PAGE TO TRUCK ROUTE PARTNERS, LTD., LIMITED
PARTNERSHIP AGREEMENT**


R. L. Triplett


LIMITED PARTNERS
J. HOWARD NICHOLS (SEAL)

STATE OF FLORIDA
COUNTY OF LEON

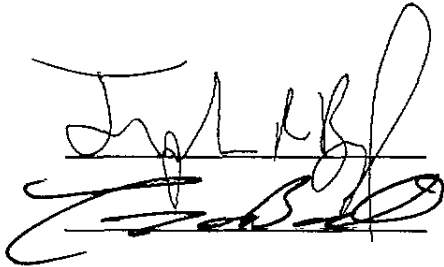
The foregoing instrument was acknowledged before me this 19th day of MARCH, 2003,
by J. HOWARD NICHOLS, who is personally known to me or who presented a drivers license as
identification and who did not take an oath.


Notary Public



Charles R. Gardner
MY COMMISSION # DD109630 EXPIRES
April 30, 2006
BONDED THRU TROY FAIN INSURANCE, INC.

**SIGNATURE PAGE TO TRUCK ROUTE PARTNERS, LTD., LIMITED
PARTNERSHIP AGREEMENT**

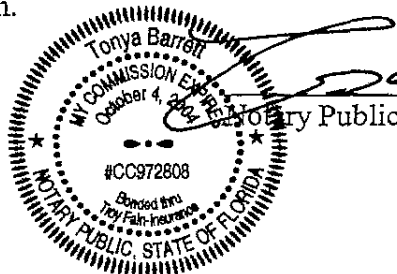


LIMITED PARTNERS

 (SEAL)
VELMA C. MATTHEW

STATE OF FLORIDA
COUNTY OF Leon

The foregoing instrument was acknowledged before me this 3rd day of September, 2003,
by VELMA C. MATTHEW, who is personally known to me or who presented a drivers license as
identification and who did not take an oath.



**SIGNATURE PAGE TO TRUCK ROUTE PARTNERS, LTD., LIMITED
PARTNERSHIP AGREEMENT**

Ad Hoc
Monica Mery

LIMITED PARTNERS

George N. Lewis (SEAL)
LAGNIAPPE GROUP, LTD.
a Florida limited partnership
By: George N. Lewis, Its General Partner

STATE OF FLORIDA
COUNTY OF

The foregoing instrument was acknowledged before me this 25 day of Feb., 2002,
by GEORGE N. LEWIS, the General Partner of Lagniappe Group, Ltd., a Florida limited
partnership, on behalf of the partnership who is personally known to me or who presented a drivers
license as identification and who did not take an oath.



Ruth E Roberts
My Commission CC817841
Expires March 16, 2003

Ruth E. Roberts
Notary Public

SIGNATURE PAGE TO TRUCK ROUTE PARTNERS, LTD., LIMITED
PARTNERSHIP AGREEMENT

LIMITED PARTNERS

Gwen Robinson
Gwen Robinson

T. Bert Fletcher (SEAL)
T. BERT FLETCHER

Barbara L. Hayes
Barbara L. Hayes

STATE OF FLORIDA
COUNTY OF LEON

The foregoing instrument was acknowledged before me this 4 day of Nov., 2002,
by T. BERT FLETCHER, who is personally known to me or who presented a drivers license as
identification and who did not take an oath.

Gwen Robinson
Notary Public



**SIGNATURE PAGE TO TRUCK ROUTE PARTNERS, LTD., LIMITED
PARTNERSHIP AGREEMENT**

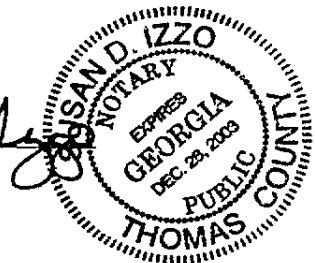
Donald J. Lerner
Joe Howard

LIMITED PARTNERS
Thomas E. Perry (SEAL)
THOMAS E. PERRY

STATE OF Georgia
COUNTY OF Thomas

The foregoing instrument was acknowledged before me this 6 day of March, 2003, by THOMAS E. PERRY, who is personally known to me or who presented a drivers license as identification and who did not take an oath.

Susan D. Izzo
Notary Public



SIGNATURE PAGE TO TRUCK ROUTE PARTNERS, LTD., LIMITED
PARTNERSHIP AGREEMENT

LIMITED PARTNERS

Lowell J. Samsel

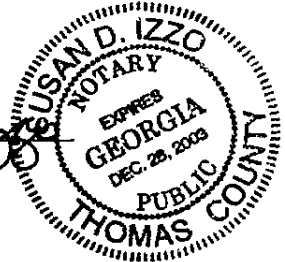
Joe Blawie

Richard L. Singletary (SEAL)
RICHARD L. SINGLETARY

STATE OF Georgia
COUNTY OF Thomas

The foregoing instrument was acknowledged before me this 6 day of March, 2003, by RICHARD L. SINGLETARY, who is personally known to me or who presented a drivers license as identification and who did not take an oath.

Susan D. Izzo
Notary Public



**SIGNATURE PAGE TO TRUCK ROUTE PARTNERS, LTD., LIMITED
PARTNERSHIP AGREEMENT**

David B. Smith
Cynthia Sledge

LIMITED PARTNERS
(SEAL)
JEAN D. PARKER, as Ancillary
Personal Representative of the Estate
of John L. Parker, deceased

STATE OF Alabama
COUNTY OF Mobile

The foregoing instrument was acknowledged before me this 26 day of September 2003,
by JEAN D. PARKER, as Ancillary Personal Representative, who is personally known to me or who
presented a drivers license as identification and who did not take an oath.

NOTARY PUBLIC STATE OF ALABAMA AT LARGE
MY COMMISSION EXPIRES: Sep 30, 2006
BONDED THRU NOTARY PUBLIC UNDERWRITERS

Penney Phille
Notary Public

**SIGNATURE PAGE TO TRUCK ROUTE PARTNERS, LTD., LIMITED
PARTNERSHIP AGREEMENT**

LIMITED PARTNERS

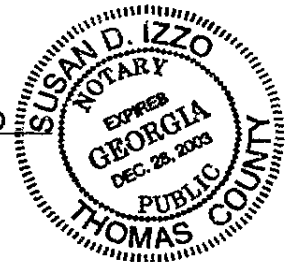
Donald J. Lunsden
Joe Beverly

Joe Beverly (SEAL)
JOE BEVERLY

STATE OF Georgia
COUNTY OF Thomas

The foregoing instrument was acknowledged before me this 6 day of March, 2003, by JOE BEVERLY, who is personally known to me or who presented a drivers license as identification and who did not take an oath.

Susan D. Izzo
Notary Public



SIGNATURE PAGE TO TRUCK ROUTE PARTNERS, LTD., LIMITED
PARTNERSHIP AGREEMENT

Nicole Hall
Crystal Lynn Redd

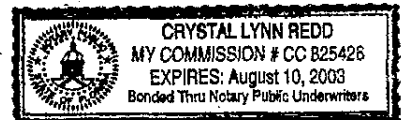
LIMITED PARTNERS

W. Dallas Strickland (SEAL)
W. DALLAS STRICKLAND, TRUSTEE

STATE OF Florida
COUNTY OF Leon

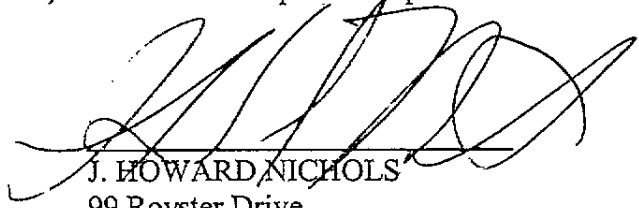
The foregoing instrument was acknowledged before me this 25th day of October, 2002,
by W. DALLAS STRICKLAND, as Trustee, who is personally known to me or who presented a
drivers license as identification and who did not take an oath.

Crystal Lynn Redd
Notary Public



TRUCK ROUTE PARTNERS, LTD.
ACCEPTANCE OF DESIGNATION AS REGISTERED AGENT

The undersigned, J. HOWARD NICHOLS, hereby accepts the designation herein of himself as registered agent for Truck Route Partners, Ltd., a Florida limited partnership.

A handwritten signature in black ink, appearing to read 'J. Nichols', is written over a horizontal line.

J. HOWARD NICHOLS
99 Royster Drive
Crawfordville, FL 32327

**AFFIDAVIT OF CAPITAL CONTRIBUTIONS
FOR FLORIDA LIMITED PARTNERSHIP**

The undersigned constituting all of the general partners of _____
TRUCK ROUTE PARTNERS, LTD.

a Florida Limited Partnership, certify:

The amount of capital contributions to date of the limited partners is \$ 100,000.00.

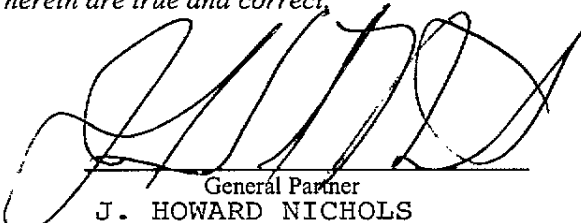
The total amount contributed and anticipated to be contributed by the limited partners at this time
totals \$ 100,000.00.

Signed this 30 day of October, 2003.

FURTHER AFFIANT SAYETH NOT.

Under the penalties of perjury I (we) declare that I (we) have read the foregoing and know the contents thereof and that the facts stated herein are true and correct.


General Partner
R. BARTOW RAINEY


General Partner
J. HOWARD NICHOLS

General Partner

General Partner

General Partner

General Partner

FILED
SECRETARY OF STATE
DIVISION OF CORPORATIONS
03DEC-9 PM12:45