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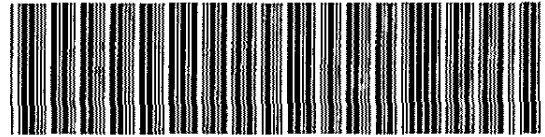
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**AFFIDAVIT OF CAPITAL CONTRIBUTIONS  
FOR FLORIDA LIMITED PARTNERSHIP**

*The undersigned constituting all of the general partners of* HENDERSON FAMILY  
PARTNERSHIP  
*a Florida Limited Partnership, certify:*


The amount of capital contributions to date of the limited partners is \$ 1,000.

The total amount contributed and anticipated to be contributed by the limited partners at this time  
totals \$ 1,000.

Signed this 17th day of March, 1997.

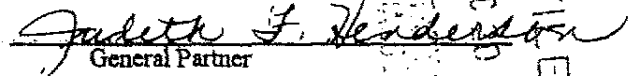
**FURTHER AFFIANT SAYETH NOT.**

*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

\_\_\_\_\_  
General Partner

\_\_\_\_\_  
General Partner

  
\_\_\_\_\_  
General Partner

\_\_\_\_\_  
General Partner

\_\_\_\_\_  
General Partner

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## CERTIFICATE OF LIMITED PARTNERSHIP

1. HENDERSON FAMILY PARTNERSHIP, Ltd.  
(Name of Limited Partnership; must contain a suffix such as "Limited", "Ltd.", or "Limited Partnership")

2. 362 Office Plaza Tallahassee, Florida 32301  
(Business address of Limited Partnership)

3. THOMAS W. LAGER, Esq.  
(Name of Registered Agent for Service of Process)

4. 362 Office Plaza Tallahassee, Florida 32301  
(Florida street address for Registered Agent)

5. \_\_\_\_\_  
(Registered Agent must sign here to accept designation as Registered Agent for Service of Process)

6. 362 Office Plaza Tallahassee, Florida 32301  
(Mailing Address of the Limited Partnership)

7. The latest date upon which the Limited Partnership is to be dissolved is: 9/30/2046

8. Name(s) of general partner(s):

Street address:

WILLIAM D. HENDERSON

6973 McBride Point

Tallahassee, Florida 32312

JUDITH F. HENDERSON

6973 McBride Point

Tallahassee, Florida 32312

*Under 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.*

Signed this 17th day of March, 19 97

Signature of all general partners:

[Signature]  
General Partner

[Signature]  
General Partner

\_\_\_\_\_  
General Partner

\_\_\_\_\_  
General Partner

\_\_\_\_\_  
General Partner

\_\_\_\_\_  
General Partner

LIMITED PARTNERSHIP AGREEMENT

HENDERSON FAMILY PARTNERSHIP

THIS LIMITED PARTNERSHIP AGREEMENT is made and entered into as of the 19<sup>th</sup> day of December, 1996, by and among WILLIAM D. HENDERSON, JR. and JUDITH F. HENDERSON as General Partners, and those Persons whose names are set forth as Limited Partners on the counterpart signature pages which are attached to this Agreement (the "Limited Partners").

W I T N E S S E T H:

The Partners hereby agree among themselves as follows:

ARTICLE I

DEFINITIONS

The following terms used in this Agreement shall, unless otherwise expressly provided herein or the context indicates otherwise, have the meanings set forth below.

"Act" means the Florida Revised Uniform Limited Partnership Act, Chapter 620 of the Florida Statutes, as the same is presently in effect and may be hereafter amended.

"Agreement" means this Partnership Agreement, as it may be amended from time to time.

"Arbitrable Dispute" means any of the disputes so designated in Section 9.1 hereof.

"Capital Account" means, with respect to any Partner, the account so defined in Section 4.3 hereof.

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"Capital Contributions" means the aggregate amount of cash, promissory notes and the value of property, as determined by agreement of the Partners, by independent appraisal, or as otherwise provided in this Agreement, contributed from time to time to the Partnership by a Partner.

"Certificate" means the Certificate of Limited Partnership of the Partnership in substantially the form required by the Act, to be executed together with this Agreement and filed pursuant to the Act.

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

"Entity" means any general partnership, limited partnership, corporation, limited liability company, joint venture, estate, trust, business trust or association.

"General Partner" means WILLIAM D. HENDERSON, JR. and JUDITH F. HENDERSON, and their successors and assigns as permitted by this Agreement. If there is more than one General Partner, General Partner will mean any one of them.

"General Partners" means all of the General Partners if there are more than one.

"Limited Partner" means any of the Limited Partners, or the sole Limited Partner if there is only one.

"Limited Partners" means those Persons whose names are set forth as Limited Partners on the counterpart signature pages, which are attached to this Agreement, and their successors and assigns and any additional Limited Partners as permitted by this Agreement.

"Net Cash Flow" means the net cash flow to the Partnership

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resulting from ownership and operation of the Property, plus any other items of income received in cash by the Partnership, less all debts and expenses paid in the operation of the Partnership, and less any reserves which the General Partner deems reasonably necessary for the operation of the Partnership.

"Net Income" or "Net Loss" means the net income or net loss (as appropriate) of the Partnership for a particular calendar year or interim period of less than twelve (12) complete months, as determined in accordance with accounting principles consistently applied, on a cash basis (unless applicable laws shall require use of the accrual method). Such determination shall include, without limitation, depreciation, amortization, accelerated cost recovery, and other deductions or credits against tax allowed by the Code. Net Income or Net Loss is a financial accounting concept and, to the extent of changes in value following any in kind Capital Contribution, is also a tax accounting concept. The determination of Net Income or Net Loss shall not take into account special allocations required by Section 704(c) of the Code with respect to any in kind Capital Contribution.

"Original General Partners" means WILLIAM D. HENDERSON, JR. and JUDITH F. HENDERSON.

"Partner" means any of the General Partners, Limited Partners, or both.

"Partners" means all General and Limited Partners who are signatories to this Agreement, and their successors and assigns and any additional Partners as permitted by this Agreement.

"Partnership Interest" means the percentage ownership share of

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each Partner in the capital of the Partnership, which percentage at any particular time shall be deemed to equal the percentage which such Partner's Capital Account balance (if positive) bears to the sum of all positive Capital Account balances of the Partners at such time. In the event that a Partner's Capital Account balance is zero or is a negative number, such Partner's Partnership Interest shall be deemed to be zero.

"Partnership Percentage" means the percentage ownership share of each Partner in the Net Income or Net Loss of the Partnership. The Partners' initial Partnership Percentages shall be proportionate to the Partners' initial Capital Contributions to the Partnership. Thereafter, such Partnership Percentages shall be adjusted only to reflect a disproportionate Capital Contribution by one or more Partners or a disproportionate distribution to one or more Partners, with disproportion being determined in accordance with Sections 4.2 and 4.5. Such adjustments shall be made (1) by valuing the Partnership Property immediately before the disproportionate Capital Contribution or distribution, (2) by allocating the difference between the aggregate value of the Property and the total of the Partnership debt among the Partners in proportion to the Partnership Percentages immediately before the disproportionate Capital Contribution or distribution, (3) by adding each Partner's Capital Contribution or subtracting each Partner's distribution at the time of the disproportionate Capital Contribution or distribution to or from that Partner's allocable share of the net value of the Partnership Property immediately before the disproportionate Capital Contribution or distribution,

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and (4) finally ~~by~~ expressing each Partner's sum or difference determined under (3), above, as a percentage of the aggregate sums or differences of all Partners determined under (3), above. Values shall be determined by the General Partners, although any Partner shall have the right, within three (3) years following the delivery of written notice to that Partner, to make a written request for an independent appraisal. If a written request is made for an independent appraisal, such independent appraisal shall be conducted by an independent appraiser who is approved both by the Partner requesting the independent appraisal and by Partners holding more than fifty percent (50%) of the Partnership Interests (exclusive of the Partnership Interest of the requesting Partner), and the valuation by the independent appraiser who is thus selected shall be conclusive and binding on all parties. The cost of the independent appraisal shall be borne by the requesting Partner unless the independent appraiser's valuation varies from the General Partners' valuation by more than 10%, in which case the Partnership shall bear the cost. If Partners owning more than fifty percent (50%) of the Partnership Interests agree, disproportionate monthly or other periodic draws may be established during the calendar year but shall not be regarded as disproportionate distributions if compensating distributions, determined with or without interest in the discretion of the General Partner, are made by the end of February of the following calendar year so that the periodic draws and compensating distributions in the aggregate are proportionate. A successor or assign of a Partner shall succeed to the predecessor Partner's

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Partnership Percentage.

"Person" means any individual or Entity.

"Property" means any property, real, personal or mixed, or any interest therein or appurtenant thereto which may be owned or acquired by the Partnership.

## ARTICLE II

### FORMATION, NAME, PURPOSES, POWERS AND TERM

2.1 Formation. The Partners hereby enter into and form the Partnership on and subject to the terms and conditions of this Agreement, as a limited partnership organized pursuant to the provisions of the Act and the laws of the State of Florida. The Partners shall execute and file a certificate for the Partnership as contemplated by the Act. Each Partner's Partnership Interest shall be personal property for all purposes, and all real and other Property owned by the Partnership shall be deemed owned by the Partnership as an Entity, and no Partner, individually, shall have a direct ownership interest in such Property.

2.2 Name and Principal Place of Business. The Partnership shall do business under the name "HENDERSON FAMILY PARTNERSHIP." The principal place of business of the Partnership shall be 362 Office Plaza, Tallahassee, Florida 32301 or such other place as the General Partners may from time to time determine. The General Partners shall execute any assumed or fictitious name certificate(s) required by law in connection with the formation of the Partnership and shall file same in the appropriate public records.

2.3 Purposes and Powers.

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(a) The character of business and purpose of the Partnership is to invest, reinvest, acquire, sell, hold, own, develop, improve, maintain, mortgage, manage, lease and operate the Partnership Property and to conduct all other business related or incident thereto. In particular, the Partnership is initially designed as a vehicle for consolidating the management of the Partnership Property and providing for the succession of management as well as other business purposes outlined in a memorandum dated \_\_\_\_\_ and attached hereto.

(b) In furtherance of the above-stated purposes and subject to any restrictions contained in this Agreement, the General Partners, acting on behalf of the Partnership, shall have the power to:

(i) Enter into a contract for purchase and sale of any of the Property.

(ii) Execute all documents or instruments of any kind appropriate for carrying out the purposes of the Partnership, including, without limitation, investment management, purchase, debt and security agreements.

(iii) Open and maintain one or more depository accounts, including money market accounts and margin accounts, in the name of the Partnership.

(iv) Employ such personnel and obtain such legal, accounting, and other professional services and advice as the General Partners deem advisable in the course of the Partnership's operations under this Agreement, including the services of any party who is a Partner or a beneficiary, spouse, or descendant of

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a beneficiary of a Trust Partner, and pay reasonable fees for such services.

(v) Pay all real estate and ad valorem taxes and other governmental charges levied or assessed against the Property, and all other taxes (other than income taxes of the Partners) directly relating to the Partnership's operations under this Agreement.

(vi) Borrow money from banks and other lending institutions or from other third parties or from the Partners for Partnership purposes and pledge or otherwise grant security interests in the Property for the repayment of such loans.

(vii) Make, in the discretion of the General Partners, and in the event of a transfer by a Partner of all or part of his Partnership Interest, an election pursuant to Section 754 of the Code to adjust the basis of the assets of the Partnership pursuant to Sections 734 and 743 of the Code.

(viii) Perform any and all other acts or activities customary, incidental, necessary or convenient to the purposes and powers enumerated herein.

2.4 Term. The term of the Partnership shall commence as of the date of this Agreement and shall continue until September 30, 2046.

2.5 Termination. The Partnership may be terminated and dissolved at any time by vote of 100% in interest of the Partners to terminate and dissolve.

2.6 Ownership Interest. No Partner will have an ownership interest in the property of the Partnership. The Partnership, as

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an entity for federal income tax and State law purposes, will not terminate by reason of:

1. the death or disability of a Limited Partner;
2. the death of a General Partner or the disability, bankruptcy, removal, resignation or other act event of withdrawal of a General Partner under the Act, as long as there remains at least one other General Partner. If such an event of withdrawal with respect to a General Partner occurs and there is no remaining General Partner, the Partnership shall be terminated and dissolved unless, within 90 days after such event of withdrawal, all the Partners agree in writing to continue the business of the Partnership and to the appointment of one or more General Partners effective as of the date of withdrawal. In the event of a withdrawal or adjudication of bankruptcy of a General Partner, the Partnership interest of the former General Partner will be converted into a Limited Partnership interest, and such former General Partner or his or her trustee in bankruptcy, successors or assigns, or other personal or legal representatives will be a Limited Partner.
3. the bankruptcy or insolvency of a Limited Partner;
4. the withdrawal of a Limited Partner, unless there are no remaining Limited Partners;
5. any other act or omission to act, not having the

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approval or consent of all Partners, which is or may be construed to be a termination of the Partnership as an entity under Florida law.

To the greatest extent permitted by Florida law, any act or omission to act that is construed to be a termination or dissolution shall nonetheless be construed as an intended reconstitution and continuation of the Partnership, without the requirement of liquidation and winding-up.

2.7 Registered Agent. The name of the Partnership's initial agent for service of process on the Partnership in the State of Florida shall be THOMAS W. LAGER, Esq., and the address of the initial registered office and the initial registered agent shall be at the principal office and place of business of the Partnership identified in Section 2.2. As required by the Act, the Partnership shall at all times maintain in the state of Florida an office and an agent for service of process selected by the General Partner in accordance with any relevant provisions of the Act.

2.8 Required Records. The Partnership shall keep and maintain or make available at the principal office and place of business of the Partnership, as set forth in Section 2.2, those records required to be maintained or made available at such principal place of business pursuant to Section 620.105, Florida Statutes, or otherwise by this Agreement, and shall make them available to the persons and as provided in Section 620.105, Florida Statutes.

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### ARTICLE III

### REPRESENTATIONS AND WARRANTIES

Each Partner, in order to induce the other Partners to enter into this Agreement, hereby represents and warrants to the other Partners that:

3.1 Validity of Agreement. This Agreement, and each and every other agreement, document and instrument provided for herein and to which such Partner is or shall be a party, when executed and delivered, shall constitute the valid and binding obligation of such Partner, enforceable against such Partner in accordance with its terms, except as enforceability may be limited by (a) bankruptcy or similar laws from time to time in effect affecting the enforcement of creditors' rights generally or (b) the availability of equitable remedies generally.

3.2 No Violation of Material Instruments. The execution and delivery of this Agreement by such a Partner does not, and the consummation of the transactions contemplated hereby shall not:

(a) violate or constitute a violation or default (which violation or default either singularly or in the aggregate would be considered material) under any provision of, or conflict with, or result in acceleration of any obligation under, or give rise to a right by any party to terminate its obligations under any material agreement, instrument, order, judgment, decree or other arrangement to which such Partner is a party or by which he is bound or his assets affected; or

(b) require any consent, approval, filing or notice under any provision of law.

#### ARTICLE IV

#### CAPITAL

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4.1 Initial Contributions. As of the date hereof, the Partners have contributed various properties to the Partnership as their respective initial Capital Contributions. The initial Partnership Interest and Partnership Percentages shall be proportional to the fair market values of the Partners' respective Capital Contributions, without regard to whether such Capital Contributions are for an interest as a General Partner, Limited Partner, or both. The properties contributed to the Partnership by the respective Partners, the fair market values of such Capital Contributions, as mutually agreed upon by the Partners, and the specification of the extent to which such Capital Contributions are for an interest as a General Partner or a Limited Partner are set forth in Exhibit "A" attached hereto. The Partners acknowledge that they are familiar with the properties contributed to the Partnership, have considerable knowledge and experience regarding the valuation of those properties and similar properties, and have in good faith determined the fair market values of such properties, as set forth in Exhibit "A".

4.2 Additional Contributions. In addition to the Capital Contributions made by the Partners pursuant to Section 4.1 hereof, the Partners may, from time to time, make such additional Capital Contributions as may be necessary or desirable in the discretion of the General Partners; provided, however, that any property contributed to the Partnership under this Section 4.2 shall be transferred subject to any and all existing liabilities encumbering such contributed property, and the Partnership shall take and hold the contributed property subject to such existing liabilities but

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shall not assume such liabilities unless Partners owning more than fifty percent (50%) of the Partnership Interests and 100% of the General Partnership Interests consent in writing to any such assumption. In the event the net values of the additional Capital Contributions shall be disproportionate to the Partners' Partnership Percentages immediately before the additional Capital Contributions, then the Partnership Percentages shall be adjusted as provided in Article I, "Partnership Percentage" to reflect the disproportionate additional Capital Contributions.

Under no circumstances shall a Limited Partner be personally liable for any of the debts or obligations of the Partnership by reason of such Person's status as Limited Partner. No Limited Partner shall be required, by reason of such Person's status as a Limited Partner, to contribute any capital to the Partnership except as provided in Section 4.1.

#### 4.3 Capital Accounts.

(a) An individual Capital Account shall be established and maintained for each Partner in accordance with the requirement of the Code and any regulations thereunder, and shall be credited with the Capital Contribution(s) of such Partner and that portion of Net Income allocable to such Partner, and shall be debited with that portion of any Net Loss allocable to such Partner and all distributions made by the Partnership to such Partner. If the Partner is both a General Partner and a Limited Partner, subaccounts shall be maintained to reflect the Person's interest as a General Partner and as a Limited Partner.

(b) No interest shall be payable to any Partner.

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positive balance <sup>( )</sup> in such Partner's Capital Account.

(c) No Partner shall have the right to withdraw from his Capital Account or to otherwise receive any Partnership funds or property except as provided by this Agreement. Each Partner expressly waives any right to partition the Property which he or she may otherwise have, as provided in Section 9.3.

(d) A Partner shall be required to eliminate in any fashion approved in good faith by the General Partners any deficit balance which may arise in that Partner's Capital Account, at the time the Partnership is dissolved or at any other time, provided, however, that no Limited Partner shall be required, by reason of such Person's status as a Limited Partner, to contribute any capital to the Partnership except as provided in Section 4.1. If a Limited Partner unexpectedly receives an adjustment, allocation or distribution described in (4), (5) or (6) of Section 1.704-1(b)(2)(ii)(d) of the regulations issued under Section 704(b) of the Code (or any successor thereto), gross income of the Partnership or gain from a sale of assets shall be allocated to such Limited Partner of Limited Partners in an amount sufficient to eliminate any deficit balance in such Limited Partner's capital account caused by such adjustment, allocation or distribution as quickly as possible to the extent such deficit balance exceeds the amount such Limited Partner is deemed obligated to restore to the Partnership pursuant to the Section 704(b) regulations. It is the intent of the Partners that any allocation pursuant to this Section 4.3(d) constitutes a "qualified income offset" under Treasury regulation section 1.704-1(b)(2)(ii)(d).

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4.4 Allocation of Net Income and Net Loss. Net Income or Net loss of the Partnership shall be determined as of the end of each calendar year and as of the end of any interim period extending through the day immediately preceding any disproportionate Capital Contribution of distribution or succession or assignment. If a calendar year includes an interim period, the determination of Net Income or Net Loss for the period extending through the last day of the calendar year shall include only that period of less than twelve (12) months occurring from the day immediately following the last day of the latest interim period during the calendar year and extending through the last day of the calendar year. For all purposes, including income tax purposes, Net Income, if any, of the Partnership for each calendar year or interim period shall be allocated among the Partners in proportion to their Partnership Percentages for the calendar year or interim period. In the event of a Net Loss for a particular calendar year or interim period, then, for such calendar year or interim period, the Net Loss for such calendar year or interim period shall be allocated among the Partners in proportion to their respective Partnership Percentages for the calendar year or interim period.

4.5 Distributions. With regard to net cash flows, the General Partners shall make a determination in accordance with their duty of care and loyalty to the Partnership as to the need for cash in the operation of the Partnership business, considering both current needs for operating capital, prudent reserves for future operating capital, current investment opportunities and prudent reserves for future investment opportunities,

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keeping with the Partnership purposes. It is the duty of the General Partners, in determining the amount of net cash flows available for the payment of distributions, to take into account the needs of the Partnership in its business and sums necessary in the operation of its business until the income from further operations is available, the amounts of its debts, the necessity or advisability of paying its debts, or at least reducing them within the limits of the Partnership's credit, the preservation of its capital as represented in the Property of the Partnership as a fund for the protection of its creditors, and the character of its surplus Property. Any contributed Property or borrowed funds by the Partnership shall be considered as needed for Partnership investment purposes, and any cash produced from the sale of the Property contributed to the Partnership or from the sale of any Property purchased with borrowed funds, or any reinvestment of any of the Property, including the portion of the sale proceeds representing capital appreciation, shall be considered as needed reserves for Partnership investment purposes. Any net cash flows derived from income shall, to the extent deemed unnecessary for Partnership purposes by the General Partners under the foregoing standard, be distributed in accordance with this Agreement.

Also, distributions shall be made in proportion to the Partners' Partnership Percentages (a) except when the General Partners make a disproportionate distribution to enable a Partner to pay any income tax liability resulting from a special allocation under Section 704(c) of the Code, which distribution shall be required unless the Partner entitled to such distribution waives

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the right to receive such distribution, (b) except when the General Partners make a distribution to a Partner or his or her personal representative to pay any estate, gift, generation-skipping, or other transfer tax liability which is related to a Partnership Interest hereunder, or (c) except when Partners who represent a majority in number of the Partners and who own more than fifty percent (50%) of the Partnership Interests approve the disproportionate distribution. The General Partners are expressly authorized to make monthly or other periodic draws with respect to one or more, but not necessarily all, of the Partners, on the condition that compensating distributions, determined with or without interest in the discretion of the General Partners, shall be made to the other Partners on or before the end of February of the following calendar year so that the total draws and compensating distributions shall be proportionate. For all purposes of this Agreement, except as provided in the immediately preceding sentence, a distribution among the Partners which is not in proportion to Partnership Percentages shall be regarded as disproportionate.

4.6. No Right to Return of Capital. Except as otherwise expressly provided in this Agreement, the Partners shall not have the right to demand the return of all or any portion of their respective Capital Contributions or to demand to receive property other than cash in return for their respective Capital Contributions.

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ARTICLE V

MANAGEMENT

5.1 Management of Partnership Business. The General Partners shall be responsible for managing and conducting the ordinary and usual business and affairs of the Partnership, and shall make all management decisions on behalf of the Partnership; provided, however, that the approval of Partners owning more than fifty percent (50%) of the Partnership Interests shall be required with respect to the following major decisions: (a) the voting of any stock with respect to which the Partnership owns more than five percent (5%) of the total voting power, (b) the borrowing of any funds for or by the Partnership (whether secured or unsecured) in excess of ten percent (10%) of the net assets of the Partnership, the collateralization of any such borrowing with any Property of the Partnership, or the prepayment of any such borrowing, (c) the approval of Partnership budgets, (d) any contracts between the Partnership and the Partners or any beneficiary, spouse, or spouse of a beneficiary of one of the Partners, (e) the retention or termination of an investment manager, (f) the admission of a new Partner who is a descendant of WILLIAM D. HENDERSON, JR. or JUDITH F. HENDERSON, a spouse of any such descendant, or a trust in which WILLIAM D. HENDERSON, JR. or JUDITH F. HENDERSON, any such descendant of WILLIAM D. HENDERSON, JR. or JUDITH F. HENDERSON or the spouse of any such descendant is a beneficiary, (g) the consummation of other major transactions which are not in the ordinary course of the Partnership's business, and (h) any other executory or prospective matters which the Partners owning more

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than fifty percent (50%) of the Partnership Interests may determine to be appropriate. Except as provided in the immediately preceding sentence, in Section 7.3, or elsewhere in this Agreement, the admission of a new Partner shall require the consent of Partners owning one hundred percent (100%) of the Partnership Interests. The requisite approval of the Partners may take the form of the approval of an outline of the general terms of the transaction, and the negotiation of detailed terms may be delegated to the General Partners or to any one or more specified Partners, or the approval may be in the form of a blanket delegation of authority to the General Partners or to any one or more specified Partners to act on behalf of the Partnership in regard to a particular transaction that is being considered.

5.2 Compensation of General Partner. The General Partner shall be entitled to reasonable compensation for performance of duties under this Agreement, the amount of which shall be subject to the approval of Partners owning more than fifty percent (50%) of the Partnership Interests. The Partnership shall reimburse the General Partners at cost for reasonable out-of-pocket expenses incurred in the performance of duties under this Agreement.

5.3 Reserved.

5.4 Tax Matters. WILLIAM D. HENDERSON, JR. is hereby appointed the Partnership's "tax matters partner," as that term is defined in Section 6231(a)(7) of the Code, and shall receive notice of the beginning of any administrative proceeding at the Partnership level with respect to any Partnership item or items, and shall receive notice of any final Partnership administrative

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adjustment resulting from any such proceeding, in each case within the meaning of Sections 6223 and 6231 of the Code. The Partnership's tax matters partner shall supply such information to the Internal Revenue Service as may be necessary to enable the Internal Revenue Service to provide the Partners with such notices as are required under the Code. The Partnership's tax matters partner shall also keep each Partner informed of any administrative or judicial proceeding relative to any adjustment or proposed adjustment at the Partnership level of Partnership items. Without the prior written approval of Partners owning more than fifty percent (50%) of the Partnership Interests, the tax matters partner shall not (a) enter into any settlement agreement with the Internal Revenue Service which purports to bind persons other than the tax matters partner, (b) file a petition as contemplated by Sections 6226(a) or 6228 of the Code, (c) intervene in any action as contemplated by Section 6226(b) of the Code, (d) file any request as contemplated by Section 6227(b) of the Code, or (e) enter into an agreement extending the period of limitation as contemplated by Section 6229(b)(1)(B) of the Code.

#### ARTICLE VI

##### BOOKS, AUDITS, AND FISCAL MATTERS

6.1 Partnership Books. The General Partners shall maintain full and complete books and records for the Partnership at its principal office, and each Partner and his designated representatives shall at all times have reasonable access to, and may inspect and copy any of, such books and records.

6.2 Fiscal Year. The fiscal year of the Partnership shall be

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the calendar year.

## ARTICLE VII

### DISPOSITION OF PARTNERSHIPS INTERESTS; WITHDRAWAL

#### 7.1 Restrictions upon Ownership and Transfer of Ownership.

The ownership and transferability of interest in the Partnership, both General and Limited, are substantially restricted. Except as provided in Section 7.2 or 7.3, neither title nor beneficial ownership of a General or Limited Partnership interest may be transferred or encumbered without the consent of at least one hundred percent (100%) in interest of the Partnership.

This Limited Partnership is formed by a closely-held group who know and trust one another, and who will have surrendered certain management rights (in exchange for Limited liability in the case of a Limited Partner) or assumed sole management responsibility and risk (in the case of a General Partner) based upon their relationship and trust. Capital is also material to the business and investment objectives of the Partnership and its federal tax status. An unauthorized transfer of a Partner's interest could create a substantial hardship to the Partnership, jeopardize its capital base, and adversely affect its tax structure. These restrictions upon ownership and transfer are not intended as a penalty, but as a method to protect and preserve existing relationships based upon trust and the Partnership's capital and its financial ability to continue.

7.2 Right of First Refusal - Proposed Transfer. Except as provided in Section 7.3, no Partner may sell, assign, transfer, convey, encumber, mortgage, or otherwise dispose of (hereinafter

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referred to in this Section 7.2 as "transfer", all or any portion of such Partner's Partnership Interest without first offering to transfer such portion or all of said Partnership Interest, as the case may be, to the other Partners upon the same terms and conditions specified in such proposed transfer. In the event any Partner proposes to transfer all or any portion of such Partner's Partnership Interest, such Partner shall give written notice to the other Partners and the Partnership at least sixty (60) days prior to the date of the proposed transfer, which notice shall state (a) the date on which the proposed transfer is to occur, (b) the proposed purchaser, assignee, transferee or recipient, and (c) the material terms and conditions of the proposed transfer. Each other Partner (the "offeree Partner"), in proportion to that offeree Partner's Partnership Interest relative to the Partnership Interests of all offeree Partners, shall then have the option to purchase all or any portion of that offeree Partner's proportionate share of the Partnership Interest or portion thereof proposed to be transferred which option must be exercised, if at all, within thirty (30) days of the mailing of notice of the proposed transfer. Any portion of such Partnership Interest with respect to which a particular Partner's option is not exercised within that thirty (30) day period shall be subject to an option to purchase on the same terms and conditions in favor of the other Partners exercising options within that thirty (30) day period and expressing in writing within that thirty (30) day period a desire to exercise any options not exercised by other offeree Partners in proportion to the Partnership Interests of all offeree Partners expressing such

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a desire. If any of the options provided under this Section 7.2 are not exercised by any of the other Partners within thirty (30) days of the mailing of notice of the proposed transfer, then such Partnership Interest or the portion thereof represented by the unexercised options shall be immediately offered upon the same terms and conditions to the Partnership, and the Partnership may accept the offer if Partners owning more than fifty percent (50%) of the Partnership Interests (not taking into account the Offering Partner's Partnership Interest) consent in writing to accept such offer. The closing with respect to all exercised options shall occur on or before the sixtieth (60th) day following the mailing of the offer. If such Partnership Interest or portion thereof is not purchased by the offeree Partners, the Partnership, or both within sixty (60) days of the mailing of the offering Partner's offer, the offering Partner proposing to transfer his Partnership Interest, or any portion thereof, shall be free, for a period of sixty (60) days from the occurrence of such failure, to transfer such offering Partner's Partnership Interest or portion thereof, to any Person upon the same terms and conditions offered the other Partners and the Partnership. If the Offering Partner does not transfer his Partnership Interest within such sixty (60) day period, his Partnership Interest shall again become subject to the restrictions of this Agreement. Any Person to whom such transfer is made shall, as a condition of the transfer, be required to become bound by the terms of this Agreement, and such transferee, if not a Partner at the time of the transfer, shall become a Partner only if that transferee shall be approved for Partnership admission by Partners

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owning one hundred percent (100%) of the Partnership Interests (not taking into account the offering Partner's Partnership Interest).

7.3 Exempt Transfers. Any transfer by reason of the death of a Partner or the beneficiary of a Partner, whether occurring immediately or pursuant to the terms of the deceased Partner's or beneficiary's will or trust, shall be exempt from the right of first refusal provisions of Section 7.2. Also exempt from the right of first refusal provisions of Section 7.2 shall be a gift or sale to any descendant of WILLIAM D. HENDERSON, JR. or JUDITH F. HENDERSON, any spouse of such a descendant, or a trust for one or more of such descendants and spouses. Any Person entitled to a bequest, inheritance, gift, or similar transfer without consideration of a Partnership Interest or portion thereof occurring by reason of a Partner's or beneficiary's death or by reason of a gift to any of the above-designated persons shall become a Partner if the Person agrees to be bound by the terms of this Agreement as a Partner and if that Person's admission is approved by one hundred percent (100%) of the Partnership Interests, provided, however, that such approval shall not be required if the Person in question is a Partner as of the date on which the transfer is to be completed or as of the date of death of the deceased Partner. Any other transfer approved by Partners owning one hundred percent (100%) of the Partnership Interests shall also be exempt from the right of first refusal provisions of Section 7.2, provided the transferee agrees to be bound by the terms of this Agreement as a Partner.

7.4 Assignment Not Receiving Requisite Partner Approval.

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the event that any transferee does not receive the approval of the Partners required by Section 7.1 or 7.3, whichever is appropriate, the transferee shall not be admitted as a Partner but shall have the rights of an assignee of the partnership interest under the Act.

7.5 No Withdrawal by General Partners.

(a) No General Partner may withdraw from the Partnership prior to its dissolution.

(b) If a General Partner withdraws in violation of section 7.5(a), the Partnership Interest held by such Partner shall automatically be converted into that of a Limited Partner as provided in Section 2.6 hereof, and the Partnership may, in addition to pursuing any remedies otherwise available under applicable law, recover damages (from the withdrawing Partner) by offsetting such damages against any amount otherwise distributable to the withdrawing Partner, reducing the Limited Partnership interest into which the withdrawing General Partner's interest may be converted or both.

7.6 No Withdrawal by Limited Partners. No Limited Partner shall have the right to withdraw from the Partnership or to receive a return of any of its contributions to the Partnership until the Partnership is terminated and its affairs wound up in accordance with the Act and this Agreement.

ARTICLE VIII

DISSOLUTION

8.1 Dissolution and Termination. The Partnership shall continue for the term described in Sections 2.4 and 2.5 hereof,

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unless earlier dissolved with the consent of all Partners. In the event that the Partnership is dissolved, the assets of the Partnership shall be liquidated as promptly as is consistent with obtaining the fair market value thereof, and the proceeds therefrom, together with assets distributed in kind, shall be distributed first to creditors to satisfy all debts and liabilities of the Partnership other than loans or advances made by the Partners to the Partnership, then to the establishment of reserves deemed reasonably necessary to satisfy contingent or unforeseen liabilities or obligations of the Partnership, then to the repayment of any loans or advances made by the Partners to the Partnership, with the balance, if any, to be distributed in accordance with the balances in each Partner's Capital Account at that time. Solely for the purposes of determining the balances of the Partners' Capital Accounts at that time, Property that is distributed in kind shall be treated as though such property were sold for its fair market value as of the date of distribution, as determined by an independent appraiser. Upon completion of the foregoing, the Partnership shall be terminated.

8.2 Continuation of Business. Except as provided in Section 2.5, neither the death of any Partner nor the gift or other disposition of any Partnership Interest pursuant to Article VII hereof shall cause the dissolution or termination of the Partnership or have any effect upon the continuance of the Partnership business.

ARTICLE IX  
GENERAL PROVISIONS

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9.1 Mediation. If any dispute arises in connection with this Agreement which cannot be resolved by the Partners, the General Partners will schedule a mediation session in Tallahassee, Florida or at such other location as one hundred percent (100%) of the Partnership Interest may agree. All Partners shall attend this session and shall use their best efforts to resolve the issues which are raised in the dispute. The purpose of participating in mediation is to attempt to reach a resolution or settlement of the dispute as an alternative to litigation; however, there is no requirement that a settlement be reached, and participation in no way waives the right to have the matter heard by an arbitrator or by a court if a settlement is not reached. The Partnership shall pay the initial cost of mediation subject to a possible right of reimbursement as provided in Section 9.3 hereof.

9.2 Arbitration. Any dispute arising in connection with this Agreement which is not settled by mediation shall be submitted to nonbinding arbitration under the then applicable Commercial Arbitration Rules of the American Arbitration Association. The dispute shall be submitted to one or more arbitrators agreed upon by the parties or, in the absence of such an agreement, appointed in accordance with the Commercial Arbitration Rules of the American Arbitration Association. The arbitration proceedings shall be held in Tallahassee, Florida or at such other venue as one hundred percent (100%) of the Partnership Interest may agree. The Partners hereby agree that submission of any dispute first to mediation and second to nonbinding arbitration shall be a condition precedent to the initiation of any legal proceedings with respect to such

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dispute. The Partnership shall pay the initial cost of arbitration; subject to a possible right of reimbursement as provided in Section 9.3 hereof.

9.3 Legal Proceedings. Any dispute arising in connection with this Agreement which is not resolved by mediation or nonbinding arbitration as provided in Sections 9.1 and 9.2 hereof shall be submitted to the Circuit Court of Leon County, Florida for resolution. All Partners hereby submit to the jurisdiction of the Circuit Court of Leon County, Florida and hereby agree to waive a jury trial. Furthermore, the losing party in such proceeding shall pay all costs and attorneys' fees for all Partners and the Partnership in connection with the mediation, arbitration and court proceedings. If determination of the losing party in such court proceeding is questionable, the court in its discretion shall have the power to charge all costs and attorneys' fees to the party in the proceeding deemed by the court to be the losing party. The final determination by the court (after all appeals or the time for filing an appeal to the court's order have terminated) shall be conclusive upon the Partnership and all Partners in the Partnership.

9.4 Notices. All notices, requests, demands, electronic transmission and other communications hereunder shall be in writing and shall be deemed to have been given when the same are (a) delivered in person, or (b) deposited in the United States mail and sent by certified or registered mail, postage prepaid, to the Partners at the addresses set forth in Exhibit "C" attached hereto, and to the Partnership at the address of its principal office, or

at such other address as the Partners may from time to time determine. Any Partner may change his address for notices by designating a new address by notice given to the other Partners and the Partnership in accordance with this Section 9.2.

9.3 Waiver of Right to Partition. The Partners, by execution of this Agreement, waive their respective rights to partition of the Property.

9.4 Binding Effect. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective permitted successors and assigns.

9.5 Headings. The section headings in this Agreement are inserted solely as a matter of convenience and for reference, and are not a substantive part of this Agreement.

9.6 Entire Agreement. This Agreement constitutes the entire agreement among the parties hereto and supersedes and cancels any prior agreements, representations, warranties, or communications, whether oral or written, among any parties hereto and the subject matter hereof. Neither this Agreement nor any provision hereof may be changed, waived, discharged or terminated orally, but only by an agreement in writing signed by the party against whom or which the enforcement of such change, waiver, discharge or termination is sought.

9.7 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida.

9.8 Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

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9.9 Pronouns. All pronouns used herein shall be deemed to refer to the masculine, feminine or neuter gender as the context requires.

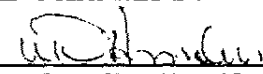
9.10 Remedies Cumulative. All rights and remedies granted to the Partnership or to any Partner hereunder shall be cumulative with, and not in derogation of or exclusive of, any rights and remedies which may be available by operation of law or otherwise.

9.11 Further Assurances. Each of the parties hereto agrees to execute and deliver such instruments, and to take such other actions as shall be necessary or appropriate in connection with the consummation of the transactions contemplated hereby or the operation of the Partnership.

9.12 Severability. If any provision of this Agreement or the application thereof to any Person or circumstance shall be invalid or unenforceable to any extent, the remainder of this Agreement and the application of such provision to any other Person or circumstance shall not be affected thereby and shall be enforced to the fullest extent permitted by law.

IN WITNESS WHEREOF, the Partners have hereunto set their hands and seals as of the day and year first above written.

GENERAL PARTNERS:

  
WILLIAM D. HENDERSON,

Signed, sealed and delivered  
in the presence of:

  
Witness

  
Notary Public

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My Commission Expires:

(NOTARY SEAL)



Signed, sealed and delivered  
in the presence of:

Witness

Notary Public

My Commission Expires:

(NOTARY SEAL)



Judith F. Henderson (SEAL)  
JUDITH F. HENDERSON

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