

Edgar M. Moore (Lafelle  
Requester's Name Hobby

215 South Monroe St.  
Address

Tallahassee, FL 32304 850/291-6017  
City/State/Zip Phone #

A11928

FILED  
SEP 26 PM 4:47  
TALLAHASSEE, FLORIDA  
SECRETARY OF STATE

Office Use Only

**CORPORATION NAME(S) & DOCUMENT NUMBER(S), (if known):**

1. Regional Investment Fund, Ltd.  
(Corporation Name) (Document #)

300003405283--4  
-09/26/00--01089--016  
\*\*\*\*\*87.50 \*\*\*\*\*87.50

2. \_\_\_\_\_  
(Corporation Name) (Document #)

3. \_\_\_\_\_  
(Corporation Name) (Document #)

CERT -17.50

4. \_\_\_\_\_  
(Corporation Name) (Document #)

☒ Walk in

☐ Pick up time

☒ Certified Copy

☐ Mail out

☐ Will wait

☐ Photocopy

☐ Certificate of Status

**NEW FILINGS**

- ☐ Profit
- ☐ Not for Profit
- ☐ Limited Liability
- ☐ Domestication
- ☐ Other

**AMENDMENTS**

- ☒ Amendment
- ☐ Resignation of R.A., Officer/Director
- ☐ Change of Registered Agent
- ☐ Dissolution/Withdrawal
- ☐ Merger

**OTHER FILINGS**

- ☐ Annual Report
- ☐ Fictitious Name

**REGISTRATION/QUALIFICATION**

- ☐ Foreign
- ☐ Limited Partnership
- ☐ Reinstatement
- ☐ Trademark
- ☐ Other

300003405283--4  
-09/29/00--01023--001  
\*\*\*\*\*17.50 \*\*\*\*\*17.50

Examiner's Initials

9/28/00

RECEIVED

**AMENDED AND RESTATED CERTIFICATE OF LIMITED PARTNERSHIP**  
**OF**  
**REGIONAL INVESTMENT FUND, LTD.**  
**A FLORIDA LIMITED PARTNERSHIP**

(Filed in accordance with Section 620.109, F.S.)

The Limited Partnership Agreement of **REGIONAL INVESTMENT FUND, LTD.**, a Florida limited partnership, is amended and restated as herein set forth.

1. **Formation and Name.** The General and Limited Partners form, pursuant to the laws of the state of Florida, a Limited Partnership under the name of "**REGIONAL INVESTMENT FUND, LTD.,**" or such other name as may be designated by the General Partner.

2. **Principal Office.** The principal office of the Limited Partnership shall be located at 3233 Thomasville Road, Tallahassee, Florida 32312, or such other place or places as may be designated by the General Partner. The Limited Partnership's mailing address is P.O. BOX 13878, Tallahassee, FL 32312.

3. **Purpose of Limited Partnership.** The purpose of the Limited Partnership shall be to engage in any lawful business enterprise, including, but not limited to: purchase and disposition of interests in real and personal property; acquisition, development, construction and disposition of income properties or interests therein; lending of partnership funds to third parties on a secured or unsecured basis; and, trading generally in investments of any and all kinds and descriptions, including joint ventures of investment and development interests with third parties.

4. **Term of Limited Partnership.** The Limited Partnership was formed January 11, 1982. The Limited Partnership shall continue in existence until December 31, 2010; provided, however, that the partnership shall be dissolved and terminated prior to such date upon the happening of any of the following events, or as may be otherwise set forth herein:

- A. any disposition by the partnership of all of its assets and the discontinuance of its business activity; or
- B. the written decision of the General Partner and the holders of not less than a majority of the partnership units.

5. **Contribution to Partnership and Partnership Interests.** Interests in the partnership shall be referred to as "units" (or "partnership units"). The ownership interests of the partnership shall consist of not less than fifty (50) partnership units. The General Partner shall have the rights and privileges as herein set forth and shall purchase, as General Partner, not less than two (2) partnership units. The Limited Partners shall have the rights and privileges as set forth herein.

The General Partner shall have the right to purchase limited partnership units in addition to the units purchased as General Partner.

6. Additional Limited Partners. The partnership may sell additional limited partnership units for such price and upon such terms, and at such time, as may be determined by the General Partner, in his sole discretion. There shall be no pre-emptive right with respect to the sale of any such additional units.

7. Compensation, Duties, Restrictions and Powers of General Partner - Management of Partnership Affairs.

- A. The General Partner, or one or more of his affiliates, shall receive an administrative fee in the initial amount of \$2,500 per month. The administrative fee may be modified from time to time by the General Partner. In addition, the General Partner shall receive, each year, a management fee equal to five per cent (5%) of net partnership assets as of the end of each calendar year. Net partnership assets are the total partnership assets minus the total of partnership liabilities. For this purpose, the General Partner shall establish the value and amount of such partnership assets and liabilities using such factors as the General Partner, in his sole discretion, deems appropriate.
- B. The General Partner, or his affiliate, may charge and receive real estate commissions, consulting, management and other fees with respect to the purchase or sale of partnership property or with respect to other partnership interests or activities. Any such commissions or fees received by the General Partner, or his affiliate, shall not be deemed to be management or administrative fees as set forth in A above.
- C. The right to manage and conduct the partnership business shall be vested exclusively in the General Partner, 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 Partner. The General Partner shall diligently apply himself to properly manage the business of the partnership. The General Partner may enter into an agreement with any affiliate of the General Partner (an affiliate is a corporation, partnership or other entity of which the General Partner owns or controls not less than 51%), to undertake and carry out the business of the partnership and may obligate the partnership to pay compensation for services; provided, however, that the aggregate compensation to be paid by the partnership to the General Partner and any such affiliate shall not exceed the compensation described in subparagraph A above.
- D. The General Partner 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 Partner (but without limiting the same, it being the intent of

the partners that the General Partner 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) loan partnership funds with or without security therefor;
- (3) incur obligations for and on behalf of the partnership, including mortgages affecting the partnership property;
- (4) refinance, recast or extend any mortgage affecting the partnership property or to execute extensions, renewals or modifications thereof;
- (5) 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 Partner, 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;
- (6) 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, a real estate brokerage firm, office employees, accountants, financial advisors 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 Partner or Limited Partners, or any of them, may have an interest in the same; and
- (7) do any and all acts incidental to or necessary to carry out the intentions and purposes for which the partnership was formed.

- E. The General Partner shall have the right and is hereby authorized to act as General Partner or otherwise invest in other limited partnerships.
- F. The General Partner and his affiliates may conduct business for their own account with the partnership, including, but not limited to, the sale of

property to the partnership, purchase of property from the partnership and the borrowing of funds from the partnership (on a secured or unsecured basis).

8. 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.

Each of the Limited Partners irrevocably constitutes and appoints the General Partner 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;
- 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 Partner 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 may be expressly provided for herein; 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 an 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 Partner to execute, acknowledge and file any and all instruments necessary to effectuate such substitution.

9. Liability of General Partner to Other Partners. The General Partner shall not be liable, responsible or accountable in damages or otherwise to any of the Limited Partners for acts

performed by him in good faith within the scope of the authority conferred upon him by this agreement, except for acts of gross negligence or intentional wrongdoing.

10. Payment of Disbursements, Profits, Losses, Cash Flow and Cash Proceeds

- A. *Net Annual Cash Flow.* The term, "Net Annual Cash Flow," of the partnership shall mean gross cash receipts of the partnership for the calendar year less all cash expenditures of every nature and description, except distributions to partners.
- B. *Distributions.* The General Partner, in his sole and absolute discretion, shall have the right to determine whether any distributions of cash flow or other net proceeds shall be made and the effective date of any such distribution. In the event such distributions are made, they shall be made to the holders of partnership units (General and Limited) pro rata in accordance with the number of partnership units held by each partner.
- C. *Allocation of Profits, Losses and Distributions.* All profits and losses of the partnership shall be allocated as if they were distributed and shall be allocated to the holders of partnership units (General and Limited) pro rata in accordance with the number of partnership units held by each such partner.

The distributions and allocations to be made to the partners shall be made in the ratio that the number of unit days (one unit owned for one day) owned by each partner bears to the total number of unit days owned by all partners for that year. (Unit days shall include those allocated to a predecessor holder of the unit for that year.)

11. Bank Accounts. The funds of the Limited Partnership shall be deposited in such bank accounts as may be designated by the General Partner. Withdrawals from any such account or accounts shall be made upon such signature or signatures as the General Partner may designate.

12. Books of Account. At all times during the continuation of the Limited Partnership, the General Partner shall keep or cause to be kept full and true books of account, in which shall be entered fully and accurately each and every transaction of the Limited Partnership. Such books of account, together with a true copy of this Limited Partnership Agreement and any amendments thereto, shall be at all times maintained at the principal office of the Limited Partnership and shall be open to the reasonable inspection of the partners or to duly authorized representatives.

The General Partner shall make such elections under the Internal Revenue Code as the General Partner, in his sole discretion, deems appropriate.

13. Devoting of Time to Partnership Business. The General Partner shall devote such of his time as he, in his absolute discretion, deems necessary to the affairs of the partnership business.

14. Dissolution of the Limited Partnership.

A. *Acts or Events of Dissolution.* Any of the following acts shall dissolve the Limited Partnership:

- (1) expiration of the term of the Limited Partnership;
- (2) the written decision of the General Partner and the holders of a majority of the partnership units;
- (3) the written decision of the holders of all Limited Partnership units;
- (4) failure of holders of two-thirds of the limited partnership units to approve a plan, as provided in section 15, infra, for continuation of the partnership's business subsequent to the death, retirement, incompetency or bankruptcy of the General Partner.

B. *Dissolution Proceedings.* Upon occurrence of an act or event of dissolution, a trustee or trustees shall be elected by the holders of a majority of the Limited Partnership units for the purpose of effecting the orderly dissolution of the partnership. Said trustee(s) is authorized to enter into and execute on behalf of all the partners, and the partnership, all papers and documents, and to employ such brokers or other agents which may be necessary to accomplish the dissolution.

Upon the winding up of the business and termination of the partnership and after payment of all partnership indebtedness, the net proceeds of all partnership assets shall be distributed pro rata to the partners (General and Limited) in accordance with the number of partnership units held by each partner.

15. Death, Incompetency, Retirement or Commencement of Bankruptcy Proceedings With Respect to the General Partner.

A. Upon the occurrence of any of the following acts or events, the Limited Partners shall determine in the manner set forth in subparagraph B, infra, whether to continue the business of the partnership:

FILED  
00 SEP 26 PM 4:47  
SECRETARY OF STATE  
TALLAHASSEE, FLORIDA

FILED  
00 SEP 26 PM 4:47  
SECRETARY OF STATE  
TALLAHASSEE, FLORIDA

- (1) when the General Partner:
  - (a) makes an assignment for the benefit of creditors;
  - (b) files a voluntary petition in bankruptcy;
  - (c) is adjudged a bankrupt or insolvent or has entered against him an order for any relief in any bankruptcy or insolvency proceeding;
  - (d) files a petition or answer seeking for himself any reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar relief under any statute, law or regulation;
  - (e) files an answer or other pleading admitting to or failing to contest the material allegations of a petition filed against him in any proceeding of such nature; or seeks, consents to or acquiesces in the appointment of a trustee, receiver or liquidator of the General Partner or of all or any substantial part of his properties;
- (2) upon the retirement or withdrawal of the General Partner, after ninety (90) days' advance written notice to all Limited Partners;
- (3) upon the death of the General Partner or the entry of an order by a court of competent jurisdiction adjudicating the General Partner incompetent to manage his person or his property.

B. Upon the occurrence of any of the acts or events described in subparagraph A, supra, the then members of the Board of Directors of Regional Financial Corporation, a Florida corporation, 3233 Thomasville Road, Tallahassee, Florida, shall, within sixty (60) days of the occurrence of such act or event, submit to the partnership a plan for continuation of the partnership's business, which plan shall include a recommendation that one or more members of the Board of Directors of Regional Financial Corporation, or such other person or persons as said Board of Directors may propose, shall constitute the replacement general partner(s). The proposed plan for continuation of the partnership's business shall also contain a provision permitting withdrawal from the partnership by all Limited Partners who desire to do so and shall contain a provision for payment, within a reasonable period of time, to the withdrawing Limited Partner(s) of the fair value of the Limited Partner's interest in the Limited Partnership as of the date of

00 SEP 26 2017  
FILED  
SECRETARY OF STATE  
TALLAHASSEE, FLORIDA

withdrawal based upon the Limited Partner's right to share in distributions from the Limited Partnership. The proposal for continuation of the partnership's business must be approved by a vote of the holders of two thirds of the Limited Partnership units. Failure of any such proposal to receive the required two-thirds vote shall constitute an event of dissolution under and pursuant to the provisions of paragraph 14, supra.

- C. In the event the business of the partnership is continued pursuant to vote of the Limited Partners as provided herein, the Limited Partnership shall not be dissolved and is not required to be wound up by reason of the death, retirement, incompetency or bankruptcy of the General Partner.
- D. After the death, retirement, incompetency or bankruptcy of the General Partner and upon the election of the Limited Partners to continue the business as provided in the preceding subparagraph, the successor in interest of such General Partner shall become a Limited Partner and such successor in interest of the former General Partner shall have the same interest in profits, losses, distributions and return of capital as such partner maintained as the General Partner, but shall receive no fees or compensation.

16. Death, Incompetency, Termination or Bankruptcy of a Limited Partner. Upon the death, adjudication of incompetency or termination of a Limited Partner, or the filing of a voluntary or involuntary petition of bankruptcy or commencement of any other bankruptcy or insolvency proceedings under applicable federal and state law with respect to a Limited Partner, including the assignment of such partner's interest in the Limited Partnership for the benefit of creditors, the executor, administrator, personal representative or successor in interest of such Limited Partner shall become a Limited Partner subject to the same terms and conditions applicable to the original Limited Partner. Written notice of such death, etc., shall be provided to the General Partner by the executor, administrator, personal representative or successor in interest within thirty (30) days of such event, and the General Partner shall, within thirty (30) days thereafter, take such action as may be necessary to evidence the substitution of such successor in interest.

17. Transfer of Interest of General Partner. Other than as set forth herein, the General Partner shall make no transfer of his interest as General Partner.

18. Transfer of Interest of Limited Partner. The General Partner may admit as a Limited Partner: (i) any assignee of a Limited Partner; and, (ii) any successor in interest to a Limited Partner as provided above.

- A. A substituted Limited Partner is a person admitted to all rights of a Limited Partner.

- 00 SEP 26 11 57 AM '17  
FILED  
SECRETARY OF STATE  
TALLAHASSEE, FLORIDA
- B. An assignee is an individual who has not become a substituted Limited Partner and an assignee has no right to require any information or account of the partnership's transactions or to inspect the partnership's books, but shall only be entitled to receive the share of the profits or their compensation by way of income or the return of his contribution, to which his assignor would otherwise be entitled.
- C. No assignee of a Limited Partner's interest in the partnership shall have the right to become a substituted Limited Partner in place of his assignor unless all of the following conditions are satisfied:
- (1) the written consent of the General Partner to such substitution shall be obtained, the granting or denial of which shall be within the sole and absolute discretion of the General Partner;
  - (2) the duly executed and acknowledged written instrument of assignment which has been filed with the partnership sets forth intention of the assignor that the assignee become a substituted Limited Partner in his place;
  - (3) the written opinion of the partnership's legal counsel is obtained, stating that such assignment is not a violation of federal or state securities laws or of the act of this partnership agreement, and that the partnership's tax status as a partnership, will, for purposes of the Internal Revenue Code, remain as such;
  - (4) the assignor and assignee execute and acknowledge such other instruments as the General Partner may deem necessary or desirable to effect such admission, including the written acceptance and adoption by the assignee of the provisions of this partnership agreement and the execution, acknowledgment and delivery to the General Partner of a power of attorney in form satisfactory to the General Partner;
  - (5) the Limited Partner's expenses of the transfer have been paid to the partnership.
- D. Any person admitted to the partnership as a Limited Partner shall be subject to all of the provisions of this partnership agreement as if originally a party hereto.
- E. A Limited Partner shall have the right to assign his interest in the partnership by a written assignment, the terms of which are not in contravention of any

of the provisions hereof, which assignment has been duly executed by the assignor and assignee and received by the partnership and recorded on the books thereof (which date of receiving and recording is referred to herein as the "effective date").

- (1) An assignee of a partner's interest in the partnership shall be entitled to receive distributions of cash or other property from the partnership attributable to the interest acquired by reason of such assignment as a record holder of the partnership units from and after the effective date of the assignment of such interest.
- (2) The net profits and net losses attributable to the partnership interest acquired by reason of such assignment shall be divided among and allocated between the assignor and assignee of such interest as of the effective date of the assignment of such interest.
- (3) Anything herein to the contrary notwithstanding, both the partnership and the General Partner shall be entitled to treat the assignor of such interest as the absolute owner thereof in all respects, and shall incur no liability for distributions of cash or other property made in good faith to him, until the written assignment has been received by and recorded on the books of the partnership.

F. No consent of any of the Limited Partners is required to effect the substitution of a Limited Partner, except that a Limited Partner who assigns his interest must evidence his intention that his assignee be admitted as a substituted Limited Partner in his place and execute any instruments required in connection therewith.

G. The General Partner shall cause the partnership records to be amended to reflect the substitution of an assignee as a substituted Limited Partner, if the foregoing provisions have been complied with, including the written consent of the General Partner.

20. Amendment. This Amended and Restated Certificate of Limited Partnership may be amended by the General Partner as otherwise set forth herein or as authorized by appropriate statute and, further, may be amended in any respect by the General Partner with the written consent of the holders of two-thirds of the Limited Partnership units.

21. Notice. Each partner shall keep the General Partner informed as to his current address. The General Partner shall have the addresses furnished by the partners on file at the Limited Partnership's office, and any and all notices required under the provisions of this agreement mailed

to a partner at the last address given by him to the General Partner by registered or certified mail, return receipt requested, shall constitute the notice required under this agreement.

22. Governing Law. This agreement shall be construed in accordance with the laws of the state of Florida. In the event that any portion of this agreement shall be contrary to the laws of the state of Florida, at the present time or in the future, said provision shall be deemed null and void, but this shall not affect the legality of the remaining provisions of the agreement. The agreement shall be deemed to be modified and amended by the elimination of such provisions, and the agreement shall then be construed in such a way as will best serve the intention of the parties at the time of the execution of the agreement.

23. Construction. All pronouns and other variations thereof shall be deemed to refer to the masculine, feminine, neuter, singular or plural, as the identity of the organization, person or persons may require. Except as herein otherwise provided to the contrary, this agreement shall be binding upon and inure to the benefit of each of the partners, their personal representatives and assigns.

IN WITNESS WHEREOF, this Amended and Restated Certificate of Limited Partnership Agreement of **REGIONAL INVESTMENT FUND, LTD.**, a Florida limited partnership, has been duly executed by the General Partner, this 13<sup>th</sup> day of September, 2000.

Witnesses:

Linda J. Campbell

PRINT NAME: Linda J. Campbell

Robert R. Deison

ROBERT R. DEISON  
3233 Thomasville Road  
Tallahassee, FL 32312

E. Latrelle Hobby

PRINT NAME: E. LATRELL Hobby

STATE OF FLORIDA)  
COUNTY OF LEON )

The foregoing Amended and Restated Certificate of Limited Partnership Agreement of **Regional Investment Fund, Ltd.**, a Florida limited partnership, was acknowledged, sworn to and subscribed before me, this 13<sup>th</sup> day of September, 2000, by Robert R. Deison, Sole General Partner, on behalf of said limited partnership, who is personally known to me.

E. Latrelle Hobby  
NOTARY PUBLIC - Signature

NOTARY PUBLIC - Print Name  
COMMISSION #:  
COMMISSION EXPIRES:



REGISTERED AGENT

The Limited Partnership's Registered Agent is:

Edgar W. Moore  
215 South Monroe Street, 2nd Floor  
Tallahassee, FL 32301

FILED  
00 SEP 26 PM 4:47  
SECRETARY OF STATE  
TALLAHASSEE, FLORIDA