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Certificate of Limited Partnership  
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VALIDATION ONLY

HOPPING BOYD GREEN & SAMS

Requestor's Name

420 LEWIS STATE BANK BUILDING

Address

TALLAHASSEE, FL 32314

222-7500

City

State

ZIP

Phone #

Nancy Mazek

CORPORATION(S) NAME

WATER STREET INVESTORS LIMITED

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1005 8612 12/20/95

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1005 8612 12/20/95

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( ) PROFIT ( ) AMENDMENT ( ) MERGER  
( ) NON-PROFIT ( ) FOREIGN ( ) DISSOLUTION ( ) MARK

(x) LIMITED PARTNERSHIP ( ) ANNUAL REPORT ( ) RESERVATION  
( ) REINSTATEMENT ( ) OTHER

(x) CERTIFIED COPY ( ) PHOTO COPIES ( ) CERTIFICATE UNDER SEAL

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SECRETARY OF STATE  
TALLAHASSEE, FLORIDA

WATER STREET INVESTORS LIMITED  
CERTIFICATE AND AGREEMENT OF  
LIMITED PARTNERSHIP

THE LIMITED PARTNERSHIP INTERESTS IN THIS PARTNERSHIP ARE BEING SOLD WITHOUT REGISTRATION UNDER THE SECURITIES ACT OF 1933, AS AMENDED, OR UNDER THE SECURITIES LAWS OF CERTAIN STATES, IN RELIANCE UPON EXEMPTIONS THEREFROM. CONSEQUENTLY, THE LIMITED PARTNERSHIP INTERESTS IN THE PARTNERSHIP MAY NOT BE SOLD OR TRANSFERRED WITHOUT REGISTRATION OF SUCH INTERESTS UNDER SUCH ACT AND SUCH STATE SECURITIES LAWS, UNLESS SUCH INTERESTS ARE SOLD IN A TRANSACTION WHICH IS EXEMPT FROM REGISTRATION THEREUNDER. ADDITIONAL LIMITATIONS ON TRANSFER OF THE LIMITED PARTNERSHIP INTERESTS ARE CONTAINED HEREIN.

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WATER STREET INVESTORS LIMITED  
CERTIFICATE AND AGREEMENT  
OF LIMITED PARTNERSHIP

We, the undersigned, desiring to form a limited partnership under the Florida Uniform Limited Partnership Act, Chapter 620, Part I, Florida Statutes, do hereby sign, swear, affirm and agree to the terms hereof.

In consideration of the mutual promises made herein, the parties, intending to be legally bound, hereby agree to the terms of this Certificate and Agreement of Limited Partnership and to continue the Partnership on the terms set forth herein. The Certificate and Agreement of Limited Partnership is as follows:

ARTICLE I

Defined Terms

The defined terms used in this Agreement shall, unless the context otherwise requires, have the meanings specified in this Article I.

"Act" means the Florida Uniform Limited Partnership Law, Chapter 620, Part I, Florida Statutes, as amended from time to time.

"Additional General Partner" means any Person who is admitted to the Partnership as an Additional General Partner under the provisions of Article VI after the date of this Agreement.

"Additional Limited Partner" means any Person who is admitted to the Partnership as an Additional Limited Partner under the provisions of Article VII after the date of this Agreement.

"Adjusted Capital Balance" of a Limited Partner means his Capital Contribution and interest thereon then paid to the Partnership, at the time in question, less all cash amounts actually distributed to him pursuant to Sections 4.1 and 4.2. Interest paid on each Limited Partner's Capital Contribution shall be deemed to include the interest paid or which would have been paid at the time in question by the Limited Partner if he had been admitted to the Partnership as a Limited Partner on the date of this Agreement and had elected to pay his Capital Contribution in installments as set forth on the

Schedule, pro rated for fractional Units, even if the Limited Partner has actually paid a lesser amount of interest because he has elected to pay his entire Capital Contribution at the time of admission or has been admitted to the Partnership after the date of this Agreement. Interest shall not include any interest paid by a Limited Partner on an installment of his Capital Contribution as a result of a Default. The Adjusted Capital Balance with respect to any Unit purchased by the General Partner or its Affiliates will be deemed to be the same as that with respect to any Unit purchased by any other Limited Partner notwithstanding the payment for any such Unit of a Capital Contribution reduced by the amount of the selling commissions included in the price of a Unit to other Limited Partners. The Adjusted Capital Balance with respect to each Unit of Limited Partner Interest will be the same following the admissions to the Partnership of the purchasers of all Units.

"Affiliate" or "Affiliated Person" means, when used with reference to a specified Person, any Person that, directly or indirectly, through one or more intermediaries, controls, or is controlled by, or is under common control with, the specified Person or any of its members, partners, shareholders, officers, directors or trustees.

"Agreement" means this Certificate and Agreement of Limited Partnership as originally executed and as amended from time to time, as the context requires.

"Capital Account" means the capital account to be established and maintained by the Partnership for each Partner in accordance with federal tax accounting principles. A Partner's Capital Account is credited with his Capital Contribution actually made at the time in question and his distributive share of Partnership Profit (including tax-exempt income and gain (or item thereof)). A Partner's Capital Account is debited with the cash and the Partnership's adjusted basis of property distributed to him (net of liabilities assumed by such Partner and liabilities to which such distributed property is subject), his distributive share of Partnership Loss (and deduction (or item thereof)), and his distributive share of Partnership expenditures described in Section 705(a)(2)(B) of the Code. A Partner's Capital Account shall also be adjusted pursuant to Sections 4.4 and 4.5 hereof. A Partner's Capital Account shall not be adjusted to take into account any basis adjustments resulting from a Section 754 Election. Any question concerning a Partner's Capital Account shall be resolved by the General Partner in its reasonably exercised discretion, applying principles consistent with this Agreement and the regulations promulgated under Section 704 of the Code in order to assure that all allocations herein will have

substantial economic effect or will otherwise be respected for federal income tax purposes.

"Capital Contribution" means the total amount of cash contributed to the Partnership by a Partner or which a Partner has obligated himself pursuant to the terms of this Agreement to contribute to the Partnership, excluding interest, if any, paid or due by a Partner on the deferred portion of his Capital Contribution at the time set for payment on the Schedule and interest, if any, paid or due on an installment of his Capital Contribution as a result of a default in payment. Capital Contribution also includes any amounts contributed by a Partner pursuant to Section 3.4. Any reference in this Agreement to the Capital Contribution of a then Partner shall include a capital contribution previously made by any prior Partner for the Interest of such then Partner, except to the extent that all or a portion of the Interest of any prior Partner shall have been terminated and the portion so terminated not transferred to a successive Partner.

"Limited Partner" means any Person who is designated as a Limited Partner in the Schedule at the time in question.

"Limited Partner Percentage" with respect to any Limited Partner means the percentage obtained by converting to a percentage the fraction having the number of Units held by such Limited Partner as its numerator and having the number of Units held by all Limited Partners as its denominator.

"Code" means the Internal Revenue Code of 1954, as amended (or any corresponding provision of succeeding law).

"Consent of the Limited Partners" means, unless a different requirement is imposed by law, the prior written consent or approval of Limited Partners holding a majority of the aggregate Limited Partner Percentage in the Partnership. If the General Partner or its Affiliates acquire any Limited Partner Interests, they shall have the right to participate in the consent to or approval of any matter for which the Consent of the Limited Partners is sought, including such matters as the approval of a Sale or refinancing of the Property or the removal of the General Partner, on the same basis as the other Limited Partners, notwithstanding the interest of the General Partner in the matter, and the Limited Partner Percentage shall be determined including the Limited Partner Interests held by the General Partner and its Affiliates.

"Default" means the failure of any Limited Partner to make payment of any installment of his Capital Contribution plus interest, if any, due thereon within 15 days of the date any such payment is due.



"Entity" means any general partnership, limited partnership, corporation, joint venture, trust, business trust, cooperative, association or other form of organization.

"General Partner" means any Person designated as a General Partner in the Schedule and any Person who becomes a Successor General Partner or Additional General Partner as provided herein.

"Insolvency" means, with respect to any person, any of the following: (i) making an assignment for the benefit of creditors; (ii) filing a voluntary petition in bankruptcy; (iii) being adjudged bankrupt or insolvent or having entered against such Person an order of relief in any bankruptcy or insolvency proceedings; (iv) filing a petition or answer seeking for such Person any reorganization, arrangement, composition, readjustment, liquidation, dissolution, or similar relief under any statute, law, or regulation; (v) filing an answer or other pleading admitting or failing to contest the material allegations of a petition filed against such Person seeking any reorganization, arrangement, composition, readjustment, liquidation, or dissolution of such Person, or any similar relief under any statute, law or regulation; (vi) seeking, consenting to, or acquiescing in, the appointment of a trustee, receiver or liquidator of all or any substantial part of such Person's properties; or (vii) the continuation of any proceeding against such Person seeking reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar relief under any statute, law or regulation, for 120 days after the commencement thereof or the appointment of a trustee, receiver, or liquidator for all or any substantial part of such Person's properties without such Person's agreement or acquiescence, which appointment is not vacated or stayed for 120 days or, if the appointment is stayed, for 120 days after the expiration of the stay during which period the appointment is not vacated;

"Interest" means the entire ownership interest (which may be segmented into and/or expressed as a percentage of various rights and/or liabilities) of a Partner in the Partnership at any particular time, including the right of such Partner to any and all benefits to which a Partner may be entitled as provided in this Agreement and in the Act, together with the obligations of such Partner to comply with all the terms and provisions of this Agreement and of the Act.

"Interest Income" means all interest income (including original issue discount and imputed interest income) of the Partnership for federal income tax purposes attributable to Purchase Money Financing.

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"Interest Income Cash" means all cash proceeds received by the Partnership which are properly attributable to Interest Income, less that portion of such cash used to satisfy Partnership liabilities or establish reserves therefor, plus any reduction in such reserves.

"Limited Partner" means any Limited Partner designated in the Schedule at the time of reference thereto.

"Net Cash Flow" means all cash funds derived from operations of the Partnership (including interest received on any reserves), without reduction for any noncash charges, but less cash funds used to pay, or establish reasonable reserves for, expenses, fees, commissions, debt payments and replacements. In no event shall Net Cash Flow be deemed to include amounts distributed under Sections 4.1 or 4.2 hereof or Interest Income Cash.

"Partner" means any General Partner or Limited Partner.

"Partnership" means the limited partnership formed in accordance with this Agreement, as said limited partnership may from time to time be constituted and reconstituted.

"Person" means any individual or Entity.

"Profit" and "Loss" means the taxable income and taxable loss of the Partnership for federal income tax purposes, determined as of the close of the Partnership's taxable year using the accrual method of accounting, including, where the context requires, related federal income tax items such as capital gain or loss, tax preferences, investment interest, depreciation, cost recovery, depreciation recapture, and cost recovery recapture. Such amounts shall not include Interest Income and shall be computed without taking into account any basis adjustments resulting from a Section 754 Election. Profit or Loss attributable to a basis adjustment resulting from a Section 754 Election shall inure solely to the benefit or detriment of the Partner to whom the Section 754 Election relates. Except as otherwise provided herein, each item of income, gain, loss, deduction, preference or recapture entering into the computation of Profit or Loss hereunder shall be allocated to each Partner in the same proportion as Profit and Loss are allocated. Interest Income shall not be considered in computing Profit or Loss.

"Property" means the land, improvements, personal property and any other assets shown on Schedule B attached hereto owned or to be acquired by the Partnership.

"Purchase Money Financing" means a purchase money note or other form of installment sale obligation received by the Partnership pursuant to a Sale.

"Sale" means any transaction entered into by the Partnership resulting in the receipt of cash or other consideration (other than the receipt of Capital Contributions) not in the ordinary course of its business, including, without limitation, sales or exchanges or other dispositions of real or personal property not in the ordinary course of business, condemnations, recoveries of damage awards and insurance proceeds (other than business or rental interruption insurance proceeds), but excepting any borrowing or mortgage refinancings.

"Schedule" means Schedule A annexed hereto as amended from time to time and as so amended at the time of reference thereto.

"Section 754 Election" means the election provided for under Section 754 of the Code.

"Substitute Limited Partner" means any Person who is admitted to the Partnership as a Substitute Limited Partner under the provisions of Article VII after the date of this Agreement.

"Successor General Partner" means any Person who is admitted as a Successor General Partner to the Partnership under the provisions of Article VI after the date of this Agreement.

"Tax Matters Partner" means the General Partner designated in Section 5.1 as the tax matters partner as defined in Section 6231(a)(7) of the Code.

"Unit" means a 1/20th share of the aggregate Limited Partner Interest in the Partnership acquired by a Capital Contribution to the Partnership of Fifty Dollars (\$50.00) in the case of any Units purchased by the General Partner or its Affiliates).

END OF ARTICLE I

## ARTICLE II

### Name; Purpose; Term' Etc.

#### Section 2.1 Name

The name "WATER STREET INVESTORS LIMITED" shall be used at all times in connection with the Partnership's business and affairs.

#### Section 2.2 Principal Office; Resident Agent

The principal office of the Partnership shall be 3205 Independent Square, One Independent Drive, Jacksonville, Florida 32202. The General Partner may at any time change the location of such principal office and may establish such additional offices as it shall deem advisable. Notice of any change in the location of the principal office shall be given to the Limited Partners on or before the date of any such change.

#### Section 2.3 Purpose

The purpose of the Partnership is to acquire, hold for investment, sell and dispose of an interest in the Property and to do all things necessary, convenient or incidental to the achievement of the foregoing.

#### Section 2.4 Term

The Partnership shall continue until December 31, 2025, unless the Partnership is sooner dissolved in accordance with the provisions of this Agreement.

#### Section 2.5 Recording of Agreement

The General Partner shall take all necessary actions to maintain the Partnership in good standing as a limited partnership under the Act, including, without limitation, the recording of this Agreement and such periodic filings, amendments and certificates as may be necessary under the Act.

END OF ARTICLE II

ARTICLE III

Partners; Capital

Section 3.1 General Partner

The name, address and Capital Contribution of the General Partner are set forth in the Schedule.

Section 3.2 Limited Partners

The name, address and Capital Contribution of each Limited Partner are set forth in the Schedule.

Section 3.3 Partnership Capital

A. The Limited Partners have made their Capital Contributions in cash in full or have made their initial Capital Contributions in cash and shall make their remaining Capital Contributions in installments, all as set forth in the Schedule. The General Partner has heretofore made their Capital Contributions set forth in the Schedule.

B. No Partner shall be paid interest on any Capital Contribution.

C. Except as otherwise provided in this Agreement, no Partner shall have the right to withdraw, or receive any return of, his Capital Contribution.

D. Under circumstances requiring a return of any Capital Contribution, no Partner shall have the right to receive property other than cash.

E. The General Partner shall have no personal liability for the repayment of the Capital Contribution of any Limited Partner.

Section 3.4 Additional Capital

If, after the application of Section 4.1 and Section 4.4, any Partner has a negative Capital Account, such Partner shall contribute cash to the Partnership to restore his negative Capital Account to zero. The amounts so contributed shall be distributed as provided in Section 4.4.

Section 3.5 Loans by General Partner.

The General Partner may, but shall not be obligated to, lend funds to the Partnership required to satisfy the Partnership's obligations. Any General Partner loan shall bear interest at a floating rate equal to 1% over the higher of: (a) the Prime Rate of Southeast Bank, N.A. or (b) the Base Rate of Atlantic National Bank of Florida, as from time to time in effect and shall be repaid from the first available cash of the Partnership.

END OF ARTICLE III

ARTICLE IV

Allocations and Distributions

Section 4.1 Profit, Loss and Distribution from a Sale

A. Profit from a Sale (and Profit from any deemed Sale pursuant to Sections 4.4 and 4.6) shall be allocated as follows:

(1) If one or more Partners has a negative Capital Account, to such Partners, in proportion to their negative Capital Accounts, until all such Capital Accounts have zero balances; and

follows: (2) Any remaining Profit shall be allocated as

(i) first, five percent (5%) to the General Partner and ninety-five percent (95%) to the Limited Partners, in accordance with their respective Limited Partner Percentages, until sufficient Profit has been allocated so that each Limited Partner's Capital Account is equal to his Adjusted Capital Balance.

(ii) then, the remaining Profit shall be allocated five percent (5%) to the General Partners, ninety-five percent (95%) to the Limited Partners, in accordance with their respective Limited Partner Percentages.

B. Loss from a Sale (and Loss from any deemed Sale pursuant to Sections 4.4 and 4.6) shall be allocated as follows:

(1) If one or more Partners has a positive Capital Account, to such Partners, in proportion to their positive Capital Accounts, until all such positive Capital Accounts have zero balances; and

(2) Any remaining Loss shall be allocated five percent (5%) to the General Partner, ninety-five percent (95%) to the Limited Partners, in accordance with their respective Limited Partner Percentages.

C. After the allocation of Profit and Loss pursuant to Sections 4.1A and 4.1B, the net proceeds, if any, from any Sale and upon dissolution of the Partnership, shall be distributed, credited and applied by the Partnership as follows:

(1) first, to the payment of debts and liabilities of the Partnership to creditors (including debts and liabilities

ties to Limited Partners who are creditors other than debts and liabilities to Limited Partners for distributions);

(2) second, to the payment of any debts and liabilities of the Partnership to the General Partner or their Affiliates, other than debts and liabilities to the General Partner for distributions;

(3) third, to the establishment of any reserves which the General Partner deems reasonably necessary for contingent, unmatured, or unforeseen liabilities or obligations of the Partnership; and

(4) finally, to the Partners in proportion to their positive Capital Accounts, until all such Capital Accounts have been reduced to zero.

#### Section 4.2 Distribution of Refinancing Proceeds

Any net proceeds from a refinancing of the Property remaining after the establishment of any reserves and the payment of any debts and liabilities of the Partnership which the General Partners deems necessary or appropriate shall be distributed, credited and applied by the Partnership as follows:

(i) first, five percent (5%) to the General Partner and ninety-five percent (95%) to the Limited Partners, in accordance with their respective Limited Partner Percentages, until each Limited Partner has received an amount equal to his Adjusted Capital Balance.

(ii) then, five percent (5%) to the General Partner, ninety-five percent (95%) to the Limited Partners in accordance with their respective Limited Partner Percentage.

#### Section 4.3 Distribution of Net Cash Flow and Allocation of Profit or Loss from Operations

A. For each taxable year of the Partnership, Net Cash Flow shall be distributed and applied by the Partnership as follows: Five percent (5%) to the General Partner and ninety-five percent (95%) to the Limited Partners, in accordance with their respective Limited Partner Percentages.

B. For each taxable year of the Partnership, Profit (other than Profit from a Sale) shall be allocated in proportion to Net Cash Flow actually distributed pursuant to Section 4.3A. If no Net Cash Flow is distributed, Profit (other than Profit from a Sale) shall be allocated five percent (5%) to the General Partner and ninety-five percent (95%) to the Limited Partners, in accordance with their respective Limited



Partner Percentages. For each taxable year, Loss (other than Loss from a Sale) shall be allocated five percent (5%) to the General Partner and ninety-five percent (95%) to the Limited Partners in accordance with their respective Limited Partner Percentages.

#### Section 4.4 Liquidation or Dissolution

A. If the Partnership is liquidated or dissolved, the net proceeds from such liquidation, as provided in Article VIII, shall be distributed in the order of priority set forth in Section 4.1C, unless applicable law shall otherwise require, in which event the order of priority set forth in Section 4.1C shall be modified to the extent necessary, but only to the extent necessary, to comply with such applicable law.

B. If the General Partner elects, pursuant to Section 8.2C, to distribute any of the assets of the Partnership to the Partners in kind, such assets shall be applied, based upon their fair market value, in the order of priority set forth in Section 4.1C, unless applicable law shall otherwise require, in which event the order of priority set forth in Section 4.1C shall be modified to the extent necessary, but only to the extent necessary, to comply with such applicable law. In this regard, all unsold Partnership assets shall first be valued, as provided in Section 4.6B, to determine the Profit or Loss which would have resulted from a Sale of such assets, and, subject to the special rules of Section 4.6, such deemed Profit or Loss shall be allocated as provided in Section 4.1A or Section 4.1B and shall be properly credited or charged to the Capital Accounts of the Partners.

#### Section 4.5 General and Special Rules

A. The timing and amount of all distributions shall be determined by the General Partners. No Partner shall have the right to demand and receive distributions of property other than cash.

B. Subject to all of the special rules of this Section 4.5, if any assets of the Partnership are distributed to the Partners in kind, such assets shall be valued on the basis of the fair market value thereof to determine the Profit or Loss which would have resulted if such assets were sold, and such deemed Profit or Loss shall be allocated as provided in Section 4.1A or Section 4.1B, and shall be properly credited or charged to the Capital Accounts of the Partners. In this event, the amount distributed and charged to the Capital Accounts of the Partners receiving an interest in such distributed assets shall be the fair market value (instead of the

adjusted basis, of such assets (net of liabilities to which such assets are subject). Any Partner entitled to any interest in such assets shall receive such interest as a tenant-in-common with all other Partners so entitled. The fair market value of such assets shall be determined by an independent appraiser who shall be selected by the General Partner.

C. Upon a sale or exchange by a Partner of his Interest pursuant to the terms of this Agreement, such transferring Partner's Capital Account attributable to such transferred Interest shall become the initial Capital Account of the transferee, unless the sale or exchange causes a termination of the Partnership for Federal income tax purposes under Section 708 of the Code. If a Partner transfers less than his entire Interest in the Partnership, the portion of the transferring Partner's Capital Account which shall become the initial Capital Account of the transferee, shall be equal to the transferring Partner's Capital Account multiplied by a fraction, the numerator of which is the value of the Interest so transferred and the denominator of which shall be the value of the transferor's Interest prior to the transfer. All determinations of value shall be made by the General Partner.

D. If a Partner's Interest in the Partnership is reduced (provided such reduction does not result in a complete disposition of each Partner's Interest), such Partner's share of the Partnership's "unrealized receivables" (within the meaning of Section 751(c) of the Code), shall not be reduced so that, notwithstanding any other provision of this Agreement to the contrary, that portion of the Profit otherwise allocable upon a liquidation or dissolution of the Partnership pursuant to Section 4.1 hereof which is taxable as ordinary income (recaptured) for federal income tax purposes as a result of the application of Sections 704, 751, 1245 or 1250 of the Code shall, to the extent possible without increasing the total gain to the Partnership or to any Partner, be allocated among the Partners in proportion to the deductions (or basis reductions treated as deductions) giving rise to such recapture. Any questions as to the aforesaid allocation of ordinary income (recapture), to the extent such questions cannot be resolved in the manner specified above, shall be resolved by the General Partner in his reasonably exercised discretion.

E. All Profit and Loss of the Partnership shall be allocated with respect to each taxable year of the Partnership as of the end of, and within seventy-five (75) days after the end of, such taxable year, or as soon thereafter as is practically possible.

F. All Profit and Loss shall be allocated, and all distributions of Net Cash Flow shall be made, as the case may be, to the Persons shown on the records of the Partnership to have been Partners as of the last day of the taxable year for which such allocation or distribution is to be made, except that, subject to the provisions of Section 7.5, if a Partner sells, exchanges or otherwise disposes of all or any portion of his Interest to any Person who during such taxable year is admitted as a Substitute Limited Partner, the Profit and Loss other than from a Sale shall be allocated between the transferor and the transferee on the basis of the number of days in which such portion of the taxable year each was a Partner. Profit or Loss from a Sale shall be allocated to the Persons who were Partners at the time of Sale. If any person is admitted as an Additional Limited Partner, the Partnership shall adopt the "interim closing of the books" method of allocating Partnership Profit, Loss and Net Cash Flow, in accordance with a "semi-monthly convention." If Additional Limited Partners are admitted to the Partnership (i) prior to the sixteenth day of a calendar month, the Partnership will close its books as of the end of the last day of the month prior to the month of admission and such Additional Limited Partners shall be treated as entering the Partnership on the first day of the month of admission; or (ii) on or after the sixteenth day of a calendar month, the Partnership will close its books as of the end of the fifteenth day of the month of admission and such Additional Limited Partners shall be treated as entering the Partnership on the sixteenth day of such month.

G. All Profit or Loss from any Sale (other than Profit or Loss from a Sale of all or substantially all of the assets of the Partnership) shall be allocated pursuant to Section 4.1 prior to any allocation of Profit or Loss for the taxable year of Sale pursuant to Section 4.3. All Profit or Loss from a Sale involving all or substantially all of the assets of the Partnership shall be allocated pursuant to Section 4.1 after allocation of Profit or Loss and distribution of Net Cash Flow for the taxable year of Sale pursuant to Section 4.3.

H. Notwithstanding any other provision of this Agreement to the contrary, Interest Income shall be allocated for federal income tax purposes and Interest Income Cash shall be distributed, among the Partners as follows:

(1) Profit or Loss from the Sale to which the Interest Income relates shall be calculated as if the Partnership had made an election out of installment sale treatment under Section 453 of the Code, and such Profit or Loss shall be hypothetically allocated among the Partners and hypothetically credited or charged to their Capital Accounts as provided in Section 4.1. The Capital Accounts of the Partners, as

hypothetically adjusted, shall be referred to as the "Hypothetical Capital Accounts." The Hypothetical Capital Accounts shall be decreased from time to time by distributions to the Partners and shall be adjusted from time to time as a result of any adjustment in the principal amount of the Purchase Money Financing (e.g., as a result of purchase price adjustments) to which the Interest Income relates. The Hypothetical Capital Accounts as so adjusted shall be referred to as the "Adjusted Hypothetical Capital Accounts."

(2) Interest Income shall be allocated among the Partners for federal income tax purposes in proportion to their Adjusted Hypothetical Capital Accounts and the Capital Accounts of the Partners shall be increased accordingly.

(3) Interest Income Cash shall be distributed among the Partners in the same proportion that Interest Income was allocated above for federal income tax purposes. Such distributions shall decrease the Capital Accounts of the Partners accordingly.

(4) The foregoing allocations and distributions shall be made as of the last day of each taxable year of the Partnership during which the Partnership has Purchase Money Financing, based upon the per diem weighted average Adjusted Hypothetical Capital Accounts of the Partners during each such taxable year.

END OF ARTICLE IV

## ARTICLE V

### Rights, Powers and Duties of Partners

#### Section 5.1 Management and Control of the Partnership; Tax Matters Partner

A. The General Partner shall have the exclusive right to manage the business of the Partnership and shall take all decisions regarding the day-to-day operations of the Partnership in the ordinary course of its business.

B. No Limited Partner (except one who may also be a General Partner, and then only in his capacity as General Partner) shall participate in or have any control over the Partnership's business or have any authority or right to act for or bind the Partnership.

C. The General Partner is hereby designated to serve as the Partnership's Tax Matters Partner and shall have all of the powers and responsibilities of such position as provided in Sections 6221 et seq. of the Code. All third party costs and expenses incurred by the General Partner in performing its duties as Tax Matters Partner shall be borne by the Partnership. All expenses incurred by the Partnership and/or the Tax Matters Partner in connection with any tax audit or tax related administrative or judicial proceeding shall be borne by the Partnership. Each Partner shall be responsible for all costs incurred by such Partner with respect to any tax audit or tax related administrative or judicial proceeding in connection with such Partner's individual tax returns and all costs incurred by any such Partner who participates in any tax audit or tax related administrative or judicial proceeding of or against the Partnership or any Partner.

The Tax Matters Partner shall have no liability to any Partner or the Partnership, and shall be indemnified by the Partnership, for any act or omission performed or omitted by him within the scope of the authority conferred on him by this Agreement, except for acts of gross negligence or for damages arising from any misrepresentation or breach of any other agreement with the Partnership. The liability and indemnification of the Tax Matters Partner shall be determined in the same manner as is provided in Sections 5.8 and 5.9 hereof, except that Section 5.8 shall apply to the Tax Matters Partner's liability to any Partner, General or Limited, and to the Partnership.

D. The General Partner, in its sole discretion, shall cause the Partnership to make or revoke all tax elections provided for under the Code, including, without limitation, the Section 754 Election, or any similar provision enacted in lieu thereof. Upon request of the General Partner, each Partner shall, at his own expense, within 30 days of such request, furnish to the Partnership such information as is reasonably necessary to accomplish the adjustments in basis provided for under Section 754 Election.

Section 5.2 Authority of General Partner.

A. Except to the extent otherwise provided herein, the General Partner for, and in the name of, and on behalf of, the Partnership is hereby authorized:

(i) To execute any and all agreements, contracts, documents, certifications and instruments necessary or convenient in connection with the purchase, ownership and sale or transfer of the Property and the management and operation of the Partnership, and to pay all fees and expenses in connection therewith.

(ii) To deposit Partnership funds in interest or noninterest bearing accounts guaranteed or insured by federal authorities, or to invest such funds in short-term United States government or municipal obligations or money market mutual funds registered under the Investment Company Act of 1940.

(iii) To borrow money and issue evidences of indebtedness in furtherance of any or all of the purposes of the Partnership and to secure the same by deed of trust, mortgage, security interest, pledge or other lien or encumbrance on any assets of the Partnership, including, but not limited to, the notes evidencing the Partnership's right to receive Capital Contributions from its Partners, if any.

(iv) To prepay in whole or in part, negotiate, refinance, recast, increase, renew, modify or extend any secured or other indebtedness of the Partnership, and in connection therewith to execute any extensions, renewals or modifications of any evidences of such indebtedness.

(v) To enter into any kind of activity and to perform and carry out contracts of any kind necessary to, or in connection with, or incidental to the accomplishment of the purposes of the Partnership, so long as said activities and contracts may be lawfully carried on or performed by a limited partnership under applicable laws and regulations.

(vi) To engage Persons, including the General Partner and its Affiliates, to perform services for the Partnership, upon such terms as the General Partner deems reasonable, necessary or desirable.

B. Any person dealing with the Partnership or the General Partner may rely upon a certificate signed by the General Partner, as to:

(i) the identity of the General Partner or any Limited Partner,

(ii) the existence or non-existence of any fact or facts which constitute conditions precedent to acts by the General Partner or in any other manner are germane to the affairs of the Partnership,

(iii) the Persons who are authorized to execute and deliver any instrument or document of the Partnership, or

(iv) any act or failure to act by the Partnership or as to any other matter whatsoever involving the Partnership or any Partner.

C. The General Partner and its Affiliates may but shall not be obligated to purchase Units for investment prior to termination of the Offering at a price equal to the Capital Contribution payable per Unit less selling commissions. The purchase price of any Units purchased by the General Partner may be paid in cash or in installments with interest on the same basis reflected in Schedule A less selling commissions.

#### Section 5.3 Restrictions on Authority

The General Partner shall have no authority to perform any act in violation of any applicable laws or regulations, nor shall the General Partner, without the Consent of the Limited Partners, have any authority:

(i) to dissolve or terminate the Partnership prior to the expiration of its term;

(ii) except as permitted in this Agreement, to do any act required to be approved or ratified by the Limited Partners under the Act;

(iii) to reinvest any proceeds from a Sale except in short-term securities pursuant to Section 9.2B;

(iv) to make loans to other Persons, except that in connection with a Sale purchase money obligations may be taken as part payment;

(v) to underwrite securities;

(vi) to do any act in contravention of this Agreement;

(vii) to do any act which would make it impossible to carry on the ordinary business of the Partnership;

(viii) to confess a judgment against the Partnership;

(iv) to possess Partnership property, or assign rights in Partnership property, for other than a Partnership purpose;

(x) to admit Additional Limited Partners into the Partnership other than as authorized in Section 5.2 hereof (the General Partners shall not have to seek the consent or approval of any Limited Partner to admit any Substitute Limited Partner into the Partnership);

(xi) to approve a refinancing of the Property; and

(xii) to approve a Sale.

Section 5.4 Authority of Partners and Affiliated Persons to Deal with the Partnership

The General Partner may, for, in the name of, and on behalf of, the Partnership borrow money or enter into agreements, contracts or the like, in addition to those contemplated hereby, with any Partner or any Affiliated Person, in an independent capacity, as distinguished from their capacity (if any) as Partner, as if they or such other Partner or such Affiliated Person were an independent party.

Section 5.5 Duties and Obligations of the General Partner

A. The General Partner shall take all action which may be necessary or appropriate for the continuation of the Partnership's existence as a limited partnership under the Act and for the acquisition and ownership of the Property in accordance with the provisions of this Agreement and applicable laws and regulations. The General Partner shall devote to the



Partnership such time as may be necessary for the proper performance of his duties hereunder but neither the General Partner nor any of its Affiliated Persons shall be expected to devote full time to the performance of such duties. The General Partner or its Affiliated Persons may act as general or managing partners for other partnerships engaged in businesses similar to that conducted hereunder, including any which may conflict with the interest of this Partnership in the Property. Nothing herein shall limit the General Partner or its Affiliated Persons from engaging in any such business activities, or any other activities which may be competitive with the Partnership, and the General Partner or its Affiliated Persons shall not incur any obligation, fiduciary or otherwise, to disclose or offer any interest in such activities to any party hereto and shall not be deemed to have a conflict of interest because of such activities.

B. The General Partner from time to time shall prepare and file such certificates (or amendments thereto) and other similar documents as it deems necessary to accurately reflect the agreement of the Partners, the identity of the Limited Partners and the General Partner, the amounts of their respective Capital Contributions and any other matters required by the Act to be reflected in an amendment to this Agreement.

C. The General Partner shall prepare or cause to be prepared, and shall file, on or before the due date (or any extension thereof), any federal, state or local tax returns required to be filed by the Partnership. The General Partner shall cause the Partnership to pay from Partnership funds any taxes payable by the Partnership.

D. The General Partner shall be under a fiduciary duty to conduct the affairs of the Partnership in the best interests of the Partnership, including the safekeeping and use of all Partnership funds and assets and the use thereof for the benefit of the Partnership. The General Partner shall at all times act in good faith and exercise due diligence in all activities relating to the conduct of the business of the Partnership. The General Partner shall treat the Limited Partners as a group and shall not favor the interests of any particular Limited Partner.

#### Section 5.6 Compensation of General Partner and Others

A. The Partnership shall pay to the General Partner the fee described below:

A reasonable salary or other compensation for services rendered to the Partnership in an amount proposed by the General Partner and approved by Limited Partners then owning

in the aggregate at least fifty-one percent (51%) of the Limited Partners Percentages.

B. The Partnership shall reimburse the General Partner on a current basis for all expenses incurred on behalf of the Partnership.

C. The General Partner may employ one or more corporations or partnerships owned or controlled, directly or indirectly, by the General Partner or this Partnership or other persons affiliated with the General Partner to perform services for this Partnership and pay such person or entity reasonable compensation therefor. The General Partner may be employed by any such person or entity.

#### Section 5.7 Other Businesses of Partners

Neither the Partnership nor any Partner shall have any rights or obligations, by virtue of this Agreement or the Partnership relation created by this Agreement, in or to any independent ventures of any nature or description, or the income or profits derived therefrom, in which a Partner or an Affiliate may engage, including, without limitation, the ownership, operation, management, syndication and development of other real estate projects, even if in competition with the Property.

#### Section 5.8 Liability of General Partners to Limited Partners

The General Partner shall not be liable, responsible or accountable, in damages or otherwise, to any Limited Partner or the Partnership for any act or omission performed or omitted by it within the scope of the authority conferred on it by this Agreement, except for acts of gross negligence or for damages arising from breach of an agreement between such General Partner and the Partnership which continue for at least thirty (30) days after written notice thereof from a Limited Partner to a General Partner.

#### Section 5.9 Indemnification

The General Partner shall be entitled to indemnity from the Partnership for any act or omission performed or omitted by it within the scope of the authority conferred on it by this Agreement, except for acts of gross negligence or for damages arising from breach of an agreement between the General Partner and the Partnership. Any indemnity under this Section shall be provided out of and to the extent of Partnership assets only, and no Limited Partner shall have any personal liability on account thereof beyond his Capital Contribution.

END OF ARTICLE V

## ARTICLE VI

### Transferability of General Partner's Interests

#### Section 6.1 Admission of Successor General Partners or Additional General Partners

No Person shall be admitted as a Successor General Partner or Additional General Partner unless (i) counsel for the Partnership is of the opinion the admission of such Successor General Partner or Additional General Partner will not cause the Partnership to be classified other than as a Partnership or to terminate for federal income tax purposes; and (ii) the Consent of the Limited Partners is obtained, unless applicable law requires a higher percentage of Limited Partner approval (as, for example, is required under Section 6.2E), in which case the percentage required by applicable law shall apply.

#### Section 6.2 Retirement or Withdrawal of a General Partner

A. No General Partner may voluntarily withdraw or retire from his position as a General Partner of the Partnership unless another General Partner (including any Additional General Partner or Successor General Partner admitted pursuant to Section 6.1) remains and unless (i) counsel for the Partnership is of the opinion such voluntary retirement or withdrawal will not cause the Partnership or to be dissolved under the Act to be classified other than as a partnership or to terminate for federal income tax purposes; and (ii) the Consent of the Limited Partners is obtained. The voluntary retirement or withdrawal of a General Partner shall become effective upon receipt by the Partnership of the required opinions and consent and the amendment of this Agreement to reflect such withdrawal or retirement and its filing for recordation.

B. In addition to a voluntary retirement or withdrawal of a General Partner pursuant to Section 6.2A, a General Partner shall be deemed to withdraw upon his Insolvency or upon the occurrence of any of the following acts or events: (i) if a natural person, upon his death or adjudication by a court of competent jurisdiction that such General Partner is incompetent to manage his person or his property; (ii) if a corporation, upon its dissolution or the revocation of its charter; (iii) if a partnership, upon the dissolution and commencement of winding up of such General Partner; (iv) if a trustee of a trust, upon the termination of the trust (but not merely the substitution of a new trustee); and (v) if an estate, upon the distribution by the fiduciary of the estate's entire interest in the Partnership.

C. In the event of the withdrawal of a General Partner who is not then the sole General Partner, the Partnership shall be continued by the remaining General Partner or General Partners, who shall make and file such amendments to this Agreement as are required by the Act to reflect the fact that the withdrawn General Partner has ceased to be a General Partner of the Partnership.

D. In the event of the withdrawal of a sole General Partner, the withdrawn General Partner or its successors, representatives, heirs or assigns shall promptly give notice of such withdrawal to all Partners. The Partnership shall be dissolved unless within 90 days after the withdrawal of the sole General Partner all remaining Partners agree in writing to continue the Partnership and to the appointment, effective as of the date of withdrawal of the sole General Partner, of one or more Successor General Partners.

E. Upon the retirement or withdrawal of a General Partner: (i) such retiring or withdrawing General Partner shall immediately cease to be a General Partner of the Partnership and shall no longer participate in the management of the Partnership; (ii) in consideration for the remaining General Partner or General Partners continuing the Partnership, the interest of such retiring or withdrawing General Partner in the Partnership, as a General Partner, shall thereafter belong to the remaining General Partner or General Partners, if any, to be shared among any such remaining General Partners in proportion to their respective interests in the General Partner class; (iii) such retiring or withdrawing General Partner shall not be entitled to receive distributions with respect to any periods after the time of such retirement or withdrawal; and (iv) such retiring or withdrawing General Partner shall not be entitled to receive any amount for the value of his interest as of the date of retirement or withdrawal.

#### Section 6.3 Transfer of General Partner's Interest

No General Partner shall have the right to sell, exchange or otherwise dispose of all or any portion of its interest unless the assignee or transferee is also a General Partner or is admitted as a Successor General Partner or Additional General Partner pursuant to Section 6.1.

END OF ARTICLE VI

## ARTICLE VII

### Transferability of Limited Partners' Interests

#### Section 7.1 Admission of Substitute Limited Partners or Additional Limited Partners

A. After the date of this Agreement and except for Additional Limited Partners admitted pursuant to Section 5.2A(vi) hereof, no Person shall be admitted as a Substitute Limited Partner or Additional Limited Partner unless: (i) the General Partner has consented (which consent will be in the sole and absolute discretion of the General Partner); (ii) counsel for the Partnership is of the opinion the admission will not cause the Partnership to be classified otherwise than as a partnership or to terminate for federal income tax purposes and will not require registration of the Interest of such Substitute Limited Partner or Additional Limited Partner with the Securities and Exchange Commission or any state securities agency; (iii) the Substitute Limited Partner or Additional Limited Partner has executed a power of attorney in favor of the General Partner, and has agreed to be bound by the provisions of this Agreement and all other applicable agreements, all in such form as the General Partner shall require; (iv) the Partnership is reimbursed by the Substitute Limited Partner or Additional Limited Partner for the expense of his admission to the Partnership; and (v) the Consent of the Limited Partners if required for the admission of an Additional Limited Partner pursuant to Section 5.3(x). The General Partner may waive the requirement of an opinion of counsel.

B. The admission of a Person as a Substitute Limited Partner or Additional Limited Partner (except for Additional Limited Partners admitted pursuant to Sections 5.2A(vi) hereof) shall become effective upon: (i) receipt by the Partnership of the opinion (or waiver by the General Partner), consents, power of attorney and agreements referred to in Section 7.1A; (ii) the amendment of this Agreement to reflect the admission of the Substitute Limited Partner or Additional Limited Partner and its filing for recordation; and (iii) payment to the Partnership of the reimbursement referred to in Section 7.1A(iv).

#### Section 7.2 Retirement or Withdrawal of a Limited Partner

A. No Limited Partner shall have the right to voluntarily retire or withdraw from the Partnership unless: (i) counsel for the Partnership is of the opinion such voluntary

retirement or withdrawal will not cause the Partnership to be classified other than as a partnership or to terminate for federal income tax purposes; (ii) the General Partner has consented; and (iii) the Partnership is reimbursed by any retiring or withdrawing Limited Partner for the expense of his retirement or withdrawal. The voluntary retirement or withdrawal of a Limited Partner shall become effective upon receipt by the Partnership of the opinion (or waiver by the General Partner) and consent referred to in this Section 7.2A, amendment of this Agreement to reflect the voluntary retirement or withdrawal of such Limited Partner and its filing for recordation and reimbursement of the Partnership's expense. The General Partner may waive the requirements of an opinion of counsel.

B. Upon the retirement or withdrawal of a Limited Partner: (i) the Interest of such retiring or withdrawing Limited Partner in the Partnership shall thereafter belong to the Partnership; (ii) such retiring or withdrawing Limited Partner shall not be entitled to receive distributions with respect to any periods after the time of such retirement or withdrawal; and (iii) such retiring or withdrawing Limited Partner shall not be entitled to receive any amount for the value of his Interest as of the date of his retirement or withdrawal, other than as consented to by the General Partner.

C. A Limited Partner who retires or withdraws from the Partnership shall be, and remain, liable for all obligations and liabilities incurred by him as a Limited Partner prior to the time such retirement or withdrawal becomes effective.

Section 7.3 Transfer or Assignment of a Limited Partner Interest (or Portion Thereof), or Creation of a Security Interest

A. No Limited Partner shall have the right to sell, transfer, exchange or otherwise dispose of all or any portion of his Interest in the Partnership, or cause a security interest to be created in all or any portion of his Interest (other than the security interest granted to the Partnership to secure the deferred payments of such Limited Partner set forth on Schedule A), unless: (i) the General Partner has consented; (ii) counsel for the Partnership is of the opinion the transaction will not cause the Partnership to be classified other than as a partnership or to terminate for federal income tax purposes and will not require that the interest of the Limited Partner be registered with the Securities and Exchange Commission or any state securities agency; (iii) the holder of a security interest has executed and delivered to the Partner-

ship a Power of Attorney in favor of the General Partner and has agreed to be bound by the provisions of this Agreement and all other applicable agreements, all in such form as the General Partner shall require; and (iv) the Partnership is reimbursed for its expenses. The General Partner may waive the requirement of an opinion of counsel. This Section 7.3A shall not be a limitation upon the right to sell the Interest of a defaulting Limited Partner pursuant to Section 7.5 of this Agreement.

B. The sale, transfer, exchange, or other disposition of all or any portion of the Interest of a Limited Partner in the Partnership, or the creation of a security interest, shall become effective upon receipt by the Partnership of the consent, opinions (or waiver by the General Partner) and Power of Attorney and agreements referred to in Section 7.3A and reimbursement of the Partnership's expenses.

C. Nothing herein shall be construed to relieve a Limited Partner so selling, transferring, exchanging, or otherwise disposing of all or any portion of his Interest in the Partnership, or creating a security interest in all or any portion of his Interest in the Partnership, of any obligations or liabilities to the Partnership under this Agreement.

D. The assignee of all or any portion of the Interest of a Limited Partner in the Partnership, or the holder of a security interest in all or any portion of the Interest of a Limited Partner in the Partnership, shall become and may exercise the rights of a Limited Partner of the Partnership only if such Person is admitted into the Partnership in accordance with Section 7.1. The Partnership shall not recognize any sale, transfer, exchange, or other disposition of all or any portion of the Interest of a Limited Partner in the Partnership, or the creation of a security interest in all or any portion of the Interest of a Limited Partner in the Partnership, which does not comply with this Section 7.3.

Section 7.4 Bankruptcy, Death, Dissolution or  
Incompetence of a Limited Partner

In the event of the bankruptcy, dissolution, death or adjudication of incompetence (which term shall include but not be limited to, insanity) of a Limited Partner, his successors, assigns, or personal representatives shall have all the rights of such Limited Partner for the purpose of settling or managing his estate or property. The bankruptcy, dissolution, adjudication of incompetence (which term shall include, but not be limited to, insanity), or death of a Limited Partner shall not dissolve the Partnership.

## ARTICLE VIII

### Dissolution, Liquidation and Termination of the Partnership

#### Section 8.1 Events Causing Dissolution

The Partnership shall dissolve upon the happening of any of the following events;

- (i) the expiration of its term;
- (ii) the withdrawal of a General Partner, unless the Partnership is continued pursuant to Section 6.2;
- (iii) the Sale of the Property (excepting (a) a disposition which, in the opinion of counsel for the Partnership qualifies, in whole or in part, under Section 1031 or Section 1033 of the Code or (b) a sale in which the Partnership takes back purchase money financing, in which case a Sale shall be deemed to have occurred upon payment of the final installment of the purchase price);
- (iv) Subject to Section 5.3 hereof, the election by the General Partner to dissolve the Partnership; and
- (v) the happening of any other event causing the dissolution of the Partnership under the laws of the State of Florida.

Dissolution of the Partnership shall be effective on the day on which the event occurs giving rise to the dissolution. A certificate of dissolution shall be filed under the Act upon the dissolution and the commencement of winding up of the Partnership; provided, however that the Partnership shall not terminate until the assets of the Partnership have been distributed as provided in Section 8.2.

#### Section 8.2 Liquidation

A. As soon as practical after the dissolution of the Partnership, the General Partner shall notify the Limited Partners of such fact and shall prepare a plan as to whether and in what manner the assets of the Partnership shall be liquidated. With the unanimous agreement of the Parties, the assets of the Partnership, subject to its liabilities, shall be transferred to a successor Entity upon such terms and conditions as are then agreed upon.



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B., Unless the Partners unanimously agree to transfer the assets of the Partnership, subject to its liabilities, to a successor Entity pursuant to Section 8.2A, upon dissolution of the Partnership, the General Partner shall liquidate the assets of the Partnership and apply and distribute the proceeds thereof in accordance with Section 4.4. A Partner or an Affiliated Person may purchase such assets with the Consent of the Limited Partners.

C. Notwithstanding the provisions of Section 8.2B, in the event the General Partner shall determine that an immediate sale of all or a portion of the Partnership assets would cause undue loss to the Partners, the General Partner, in order to avoid such loss, may either defer liquidation of, and withhold from distribution for a reasonable time, any assets of the Partnership, except those necessary to satisfy the Partnership's debts and obligations, or distribute the assets to the Partners in kind.

D. If no General Partner remains upon dissolution of the Partnership, any Limited Partner may notify the other Limited Partners of his intention to assume the powers of the General Partner in the liquidation of the Partnership and may exercise those powers unless within 60 days of the notice the Consent of the Limited Partners has been obtained to the appointment of another Person or Persons to exercise the powers of the General Partner.

END OF ARTICLE VIII

## ARTICLE IX

### Books and Records; Bank Accounts; Reports

#### Section 9.1 Books and Records

A. The Partnership shall keep at its principal office, without limitation, the following records: a current list of the full name and last known address of each Partner, set forth in alphabetical order; a copy of the Agreement, together with executed copies of any powers of attorney pursuant to which the Agreement was executed; copies of the Partnership's federal, state and local income tax returns and reports, if any, for the three most recent years; and copies of the then effective partnership agreement of the Partnership and any financial statements of the Partnership for the three most recent years. The Partnership books shall be kept at the Partnership's principal office or the Partnership's principal place of business. In all cases, said books and records shall be available for examination and copying by any Partner, or his duly authorized representatives, at the expense of such Partner, at any and all reasonable times.

B. The Partnership shall keep its books and records in accordance with the accrual method of accounting followed for federal income tax purposes and otherwise in accordance with generally accepted accounting principles and procedures applied in a consistent manner. The Partnership's books of account shall reflect all Partnership transactions and shall be appropriate and adequate for the Partnership's business. The Partnership's taxable year shall be a calendar year.

#### Section 9.2 Bank Accounts

A. The General Partner shall have fiduciary responsibility for the safekeeping and use of all funds and assets of the Partnership, whether or not in their immediate possession or control. The General Partner shall not employ, or permit any other Person to employ, such funds in any manner except for the benefit of the Partnership.

B. The bank accounts of the Partnership shall be maintained in such banking institutions as the General Partner shall determine, and withdrawals shall be made only in the regular course of Partnership business on such signature or signatures as the General Partner may determine. Partnership funds may be deposited in interest bearing or noninterest bearing accounts insured or guaranteed by federal authorities or invested in short-term United States government or munic-

ipal obligations or in money market mutual funds registered under the Investment Company Act of 1940.

Section 9.3 Reports

A. After the close of each calendar quarter the General Partner shall cause to be prepared and sent to each Limited Partner an income statement and balance sheet of the Partnership for that quarter.

B. Within seventy-five (75) days after the end of each taxable year, or as soon thereafter as is practically possible, the General Partner shall cause to be prepared, at the expense of the Partnership, and shall send to each Person who was a Partner at any time during the taxable year then ended an annual report containing: (i) a statement of financial condition of the Partnership as of the year then ended, a statement of profit and loss for the year then ended, and a statement of source and application of funds of the Partnership; (ii) such tax information as shall be necessary for the preparation by such Partner of his federal income and other tax returns; and (iii) a report summarizing the fees and other remuneration paid by the Partnership to the General Partner or its Affiliated Persons during such tax year. If Limited Partners holding at least one-half (1/2) of the Limited Partnership Percentage request an audit of the Partnership, the General Partner shall cause such an audit to be prepared. The cost of this or any other audit of the Partnership shall be at the expense of the Partnership.

END OF ARTICLE IX

ARTICLE X

General Provisions

Section 10.1 Appointment of General Partner as  
Attorney-in-Fact

A. Each Limited Partner hereunder (including Substitute Limited Partners and Additional Limited Partners) hereby irrevocably appoints and empowers the General Partner his attorney-in-fact to consent to or ratify any act listed in Subsections 5.3(i) through (xii) of this Agreement after the Consent of the Limited Partners thereto has been obtained, and to execute, acknowledge, swear to and deliver all agreements and instruments and file all documents requisite to carrying out the intentions and purposes contemplated in this Agreement, including, without limitation, the execution, delivery and filing of this Agreement and any and all amendments thereto, all business certificates and necessary Certificates of Limited Partnership and amendments thereto from time to time in accordance with this Agreement and with all applicable laws, and any certificates of cancellation. This power of attorney shall not terminate on disability of the principal.

B. Each Limited Partner hereunder (including Substitute Limited Partners and Additional Limited Partners) hereby also irrevocably appoints and empowers the General Partner his attorney-in-fact to make such amendments to this Agreement as the General Partner, with advice of counsel to the Partnership, deems necessary in order for the allocations to Partners in this Agreement to have substantial economic effect, or otherwise be recognized for federal income tax purposes, under final or repropounded regulations pursuant to Section 704 of the Code. This power of attorney shall not terminate on disability of the principal. Any amendment made pursuant to this Section 10.1B shall vary from the allocations provided for in this Agreement as little as the General Partner determines, with advice of counsel, is reasonably practicable. Any allocation made pursuant to an amendment under this Section 10.1B shall be deemed to be a complete substitute for any allocation otherwise provided for in this Agreement.

C. The appointment by all Limited Partners of the General Partner as attorney-in-fact shall be deemed to be a power coupled with an interest and shall survive the assignment by any Limited Partner of the whole or any part of his Interest hereunder.

D. The power of attorney granted by this Section 10.1 shall be governed by the laws of the State of Florida, without regard to principles of conflicts of laws.

Section 10.2 Waiver of Partition

The Partners hereby waive any right of partition or any right to take any other action which otherwise might be available to them for the purpose of severing their relationship with the Partnership or their interest in the assets held by the Partnership from the interest of the other Partners.

Section 10.3 Word Meanings

In this Agreement, the singular shall include the plural and the masculine gender shall include the feminine and neuter and vice versa, unless the context otherwise requires.

Section 10.4 Binding Provisions

The covenants and agreements contained herein shall be binding upon, and inure to the benefit of, the heirs, personal representatives, successors and assigns of the respective parties hereto.

Section 10.5 Applicable Law

This Agreement shall be construed and enforced in accordance with the laws of the State of Florida, without regard to principles of conflict of laws, and the rights, duties and obligations of the Partners shall be as stated in the Act except as provided herein.

Section 10.6 Separability of Provisions

Each provision of this Agreement shall be considered separable, and if for any reason any provision or provisions hereof are determined to be invalid and contrary to any existing or future law, such invalidity shall not impair the operation of or affect those portions of this Agreement which are valid.

Section 10.7 Paragraph Titles

Paragraph titles are for descriptive purposes only and shall not control or alter the meaning of this Agreement as set forth in the text.

Section 10.8 Venue

The venue for any suit involving this Agreement shall be in the State of Florida, County of Duval.

Section 10.9 Entire Agreement

This Agreement constitutes the entire understanding and agreement among the parties hereto with respect to the subject matter hereof, and supersedes all prior and contemporaneous agreements and understandings, inducements or conditions, express or implied, oral or written, except as herein contained. This Agreement may not be modified or amended other than by an agreement in writing.

Section 10.10 Amendments

In addition to the amendments contemplated in Section 10.1B, this Agreement may be amended with the written consent of the General Partner and the Consent of the Limited Partners; provided, however, that any amendment which would increase the Capital Contribution of a Limited Partner or change the date for the payment of any Capital Contributions must be approved by each of the Limited Partners so affected, and any amendment to change this Section 10.10 must be approved in writing by all Partners.

Section 10.11 Indemnification

The Partnership shall indemnify the General Partner, if the General Partner is a party, or is threatened to be made a party, to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative (including any action by or in the right of the Partnership) by reason of any acts, omissions or alleged acts or omissions of such person in connection with the Partnership, against expenses for which such person has not otherwise been reimbursed (including attorneys' fees, judgments, fines and amounts paid in settlement) actually and reasonably incurred in connection with such action, suit or proceeding, so long as such act or omission was not done fraudulently or in bad faith or as a result of wanton and willful misconduct or gross negligence or, with respect to any criminal action or proceeding, such person had reasonable cause to believe his conduct was not unlawful. The termination of any action, suit or proceeding by judgment, order, settlement, conviction or upon a plea of nolo contendere or its equivalent, shall not of itself create a presumption that the act or omission was done fraudulently or in bad faith or as a result of wanton or willful misconduct or gross negligence, or with respect to any criminal action or proceeding, that the person had reasonable cause to believe that his conduct was unlawful.

Section 10.12 Acknowledgement

The undersigned hereby acknowledge that the undersigned

has received communication of the availability of a privilege under section 517.061(12), Florida Statutes, to void the purchase by the undersigned of an interest in this Partnership for a period of three days after the undersigned first tenders consideration to the Partnership or after the availability of this privilege is communicated to the undersigned, whichever is the last to occur. The undersigned hereby acknowledges receipt of such communication more than three days prior to the date shown below.

END OF ARTICLE X

IN WITNESS WHEREOF, the parties hereto have executed this Certificate and Agreement under seal as of this 16th day of December, 1985.

Signed, sealed and delivered in the presence of:

GENERAL PARTNER:

THE CLARKSON COMPANY,  
a Maryland corporation

Candice Culbreth  
Sherrill Cahill  
As to The Clarkson Company

By: Chas. A. Clarkson  
Charles A. Clarkson, President

Attest:

Paul J. [Signature]  
Asst. Secretary

(Corporate Seal)

LIMITED PARTNERS:

FORSYTH STREET PROPERTIES LIMITED,  
a Florida limited partnership  
By: The Clarkson Company, a  
general partner

Candice Culbreth  
Sherrill Cahill  
As to Forsyth Street  
Properties Limited

By: Chas. A. Clarkson  
Charles A. Clarkson, President

By: Chas. A. Clarkson  
Charles A. Clarkson  
individually as general partner

Candice Culbreth  
Sherrill Cahill  
As to C & M Investors Limited

C & M INVESTORS LIMITED  
a Florida limited partnership

By: Chas. A. Clarkson  
Charles A. Clarkson,  
General Partner

By: The Clarkson Company, a  
General Partner

By: Chas. A. Clarkson  
Charles A. Clarkson, President



The foregoing instrument was sworn to and acknowledged before me this 16 day of December, 1985, by Charles A. Clarkson, as President of THE CLARKSON COMPANY, a Maryland corporation.

Patricia E. Lynch  
Notary Public, State of Florida  
My commission expires:

(Notary Seal)

Notary Public State of Florida at Large  
My Commission Expires Feb. 16, 1986

The foregoing instrument was sworn to and acknowledged before me this 16 day of December, 1985, by Charles A. Clarkson as General Partner of C & M INVESTORS LIMITED, a Florida limited partnership, on behalf of said partnership, and as the President of The Clarkson Company, a General Partner of C & M INVESTORS LIMITED, on behalf of said company and said partnership.

Patricia E. Lynch  
Notary Public, State of Florida  
My commission expires:

(Notary Seal)

Notary Public State of Florida at Large  
My Commission Expires Feb. 16, 1986

The foregoing instrument was sworn to and acknowledged before me this 16 day of December, 1985, by Charles A. Clarkson as General Partner of FORSYTH STREET PROPERTIES LIMITED, a Florida limited partnership, on behalf of said partnership, and as the President of The Clarkson Company, a General Partner of FORSYTH STREET PROPERTIES LIMITED, on behalf of said company and said partnership.

Patricia E. Lynch  
Notary Public, State of Florida  
My commission expires:

(Notary Seal)

Notary Public State of Florida at Large  
My Commission Expires Feb. 16, 1986

SCHEDULE A

WATER STREET INVESTORS LIMITED

	<u>Capital Contribution</u>	<u>Percentage of Interest in Class</u>
GENERAL PARTNER:		
The Clarkson Company 3205 Independent Square Jacksonville, Florida 32202	\$ 27.50	100%
LIMITED PARTNERS:		
Forsyth Street Properties Limited 3205 Independent Square Jacksonville, Florida 32202	\$225.00	45%
C & M Investors Limited 3205 Independent Square Jacksonville, Florida 32202	275.00	55%
	<hr/> \$527.50	<hr/> 100%

12/5/85

SCHEDULE B

The Property

1. Deed: O/R Book 5413, page 426

West 60 feet of Lot 3, Block 7, LaVILLA, Division "B", according to Deed Book "M", page 724, former public records of Duval County, Florida.

2. Deed: O/R Book 5505, page 1431

The East 40 feet of Lot 3 and the North one-half of Lot 4, Block 7, Division B, LaVILLA, Hart's Map of Jacksonville, recorded in Deed Book M, page 724, of the former public records of Duval County, Florida.

3. Deed: O/R Book 5562, page 2174

The West 40 feet of Lot 2, Block 7, Division B, LaVILLA, Hart's Map of Jacksonville, according to plat thereof recorded in Deed Book "M", page 724, former public records of Duval County, Florida.

4. Deed: O/R Book 5564, page 141

The West 26.25 feet of Lot 1, the East 65 feet of Lot 2, and the North 52.5 feet of Lot 5, all in Block 7, Division B, LaVILLA, Hart's Map of Jacksonville, according to plat recorded in Deed Book "M", page 724, of the former public records of Duval County, Florida.

5. Deed: O/R Book 5492, page 443

North one-half (N 1/2) of Lot 6, and East twenty-six and one-quarter (26-1/4) feet of the West one-half (1/2) of Lot 1, in Block 7, Division "B", LaVILLA, according to plat thereof recorded in Plat Book "M", at page 724, of the former public records of Duval County, Florida; and

East 1/2 of Lot 1, Block 7, Division "B", LaVILLA, according to plat thereof recorded in Deed Book "M", page 724, former public records of Duval County, Florida.

6. Deed: O/R Book 5546, page 1509

South one-half of Lot 3 and the North one-half of Lot 4, Block 8, Division "B", LaVILLA, bounded and described as follows: Beginning at a point in the Eastern margin of Davis Street which point is 52-1/2 feet from the Southeast corner of Bay and Davis Streets; running thence in a Southerly direction along the Easterly margin of Davis Street, 105 feet and extending back in an Easterly direction between parallel lines, parallel with Bay Street, 105 feet.

7. Deed: O/R Book 5357, page 1074

PARCEL A

Lots 4 and 5, Block 2, Sadler-Moody Tract as per plat in Plat Book 1, page 132, former public records of Duval County, Florida.

LESS AND EXCEPT the following parcel: For a point of beginning, start at the northwest corner of said Lot 4, thence run easterly along the south line of Bay Street, 0.17 feet to a point; run thence southerly 100.58 feet to a point which point is 0.10 feet east of the west line of said Lot 4; run thence westerly 0.10 feet to a point in the west line of said Lot 4; run thence northerly along the west line of said Lot 4, 100.58 feet to the point of beginning.

PARCEL B:

All that land bounded as follows: South by the north line of Water Street, East by the west line of Jefferson Street; North by the center line of McCoy Creek and other lands of E.H. Thompson Company referred to in the deed described below; West by the line dividing the land of E.H. Thompson Company referred to in the deed described below and land owned by Southern Wholesale Furniture Co. at the time of the deed described below, said parcel being the same property conveyed by deed dated August 13, 1971, recorded in Volume 3275, page 450, public records of Duval County, Florida.

8. Deed: O/R Book 5357, page 1076

Part of Lot 4 and all of Lot 5, Block 2, Sadler & Moody Tract in LaVilla, according to the plat thereof recorded in Plat Book 1, page 132, of the former public records of Duval County, Florida, together with a part of the former Seaboard Coast Line Railroad Company property lying North of Water Street.

Begin at the intersection of the Southerly line of West Bay Street and the Westerly line of Jefferson Street; thence Southerly along the Westerly line of said Jefferson Street 225.02 feet to the Point of Curve of a curve concave to the Northwest and having a radius of 20.0 feet; thence Southwesterly around said curve through a central angle of  $91^{\circ}46'56''$  an arc distance of 32.04 feet to its Point of Tangency in the Northerly line of Water Street; thence Westerly 89.7 feet along the Northerly line of said Water Street to its intersection with the Southerly prolongation of the Westerly line of said Lot 4, Block 2; thence Northeasterly along the Southerly prolongation of the Westerly line of said Lot 4 and the Westerly line of said Lot 4, 137.9 feet to a point 0.1 feet Westerly of the Southeast corner of an existing 2-story brick building; thence Easterly along the Southerly face of said 2-story brick building 0.1 feet to its Southeast corner; thence Northeasterly along the Easterly face of said 2-story brick building 100.4 feet to the Southerly line of West Bay Street; thence Easterly 129.95 feet along the Southerly line of West Bay Street to the Point of Beginning.

9. Deed: O/R Book 5450, page 574

Part of Lots 1 and 2, Block 11, Division "B", LaVilla, according to the plat thereof recorded in Book M, page 724, of the Former Public Records of Duval County, Florida, all of Lots 1 and 2, Block 2, Sadler and Moody Tract, LaVilla, according to the plat thereof recorded in Plat Book 1, page 132, of the Former Public Records of said County and a part of the Eastern Isaac Hendricks Grant, Section 40, Township 2 South, Range 26 East, Duval County, Florida, more particularly described as follows:

Begin at the Northeast corner of said Lot 2, Block 2, Sadler and Moody Tract, LaVilla; thence North  $77^{\circ}52'02''$  West, 182.0 feet along the South line of Bay Street to a point where the West line of the King Building intersects the South line of said Bay Street; thence South  $6^{\circ}44'34''$  West, 222.8 feet along the West line of said King Building and its production Southerly to the North line of Water Street (as now established); thence South  $74^{\circ}01'02''$  East, 181.96 feet along the North line of said Water Street to a point where the Southerly prolongation of the East line of said Lot 2, Block 2, Sadler and Moody Tract, LaVilla, intersects the North line of said Water Street; thence North  $7^{\circ}07'56''$  East, 234.93 feet along the Southerly prolongation of the East line of said Lot 2 and the East line of said Lot 2 to the Point of Beginning.

Also the right of ingress and egress reserved by grantors in Deed recorded in Deed Book 174, page 153, in the alley or driveway described as: Beginning at the South line of Bay Street, at a point 400.19 feet East of the Southeast corner of Bay and Davis Streets, which point is the West face of the West wall of King Building; thence Southerly on a straight line along the West face of said King Building and continuation thereof 101.40 feet; thence Westerly along wall of building 10 feet more or less; thence Northerly parallel with first described line 101.40 feet to the South line of Bay Street, thence Easterly 10 feet more or less to place of beginning.

10. Deed: O/R Book 5121, page 1035

Lot 1 and part of Lot 6, Block 8, part of lots 1 and 2, Block 11, together with that part of Madison Street lying between said Blocks 8 and 11, Division "B", LaVilla, according to the plat thereof recorded in Deed Book "H", page 724 of the Former Public Records of Duval County, Florida, more particularly described as follows:

Commence at the Intersection of the Southerly line of West Bay Street and the Easterly line of Davis Street; thence South  $74^{\circ}-36'-02''$  East, 210.0 feet along the Southerly line of West Bay Street to the Point of Beginning; thence South  $15^{\circ}-01'-58''$  West, 159.0 feet; thence South  $75^{\circ}-06'-02''$  East, 86.4 feet; thence South  $19^{\circ}-58'-08''$  West, 112.5 feet; thence South  $75^{\circ}-01'$  East, 125.85 feet; thence North  $7^{\circ}-21'-29''$  East, 162.91 feet to the Southerly line of West Bay Street; thence North  $77^{\circ}-52'-02''$  West, 47.95 feet to an angle point in the Southerly line of West Bay Street; thence North  $74^{\circ}-36'-02''$  West, 142.5 feet along the Southerly line of West Bay Street to the Point of Beginning. Madison Street closed by City Ordinance K-27.

11. Deed: O/R Book 5136, page 1114

Lot 2, the North 1/2 of Lot 3 and part of Lot 5, Block 8, Division "B", LaVilla, according to the plat thereof recorded in Deed Book "M" page 724 of the former public records of Duval County, Florida more particularly described as follows:

Begin at the intersection of the Easterly line of Davis Street and the Southerly line of West Bay Street; thence Easterly 210.0 feet along the Southerly line of West Bay Street to the Easterly line of said Lot 2; thence Southerly 159.0 feet along the Easterly line of said Lots 2 and 5, to an iron; thence Westerly 105.0 feet to an iron in the Westerly line of said Lot 5, that is 160 feet South of the Southerly line of West Bay Street; thence Northerly 107.5 feet along the Westerly line of said Lots 2 and 5 to an iron; thence Westerly 105.0 feet to the Easterly line of Davis Street; thence Northerly 52.5 feet along the Easterly line of Davis Street to the Point of Beginning.



12. Deed: O/R Book 4912, page 978

Parcel "A":

Part of Section 40, Township 2 South, Range 26 East, Duval County, Florida, and a part of closed Piles Street, closed by Ordinance 0-25, and all of Block 10, Division "B", LaVilla, a subdivision, as recorded in Deed Book "M", Page 724, and part of Lots 10, 11, 16 and 17, as shown on Map of Fairbanks Subdivision of Brooklyn and part of Block "F", Brooklyn as recorded in Deed Book A.J, Page 722, of the former public records of Duval County, and being more particularly described as follows: Commence at the intersection of the easterly right of way line of Lee Street, with the northerly line of a 20-foot alley (as established by Ordinance 0-28); thence North 75° 15' 47" West, on a westerly prolongation of said northerly line, 27.48 feet; thence South 14° 06' 58" West, parallel to said easterly right of way line, 150.72 feet to a point on the southerly right of way line of Water Street (as established by the County Engineers Office); said point also being the Point of Beginning; thence North 80° 08' 47" West, on said southerly right of way line, 5.30 feet to its intersection with the easterly right of way line of the Lee Street Viaduct (a 60-foot right of way as now established); said point lying on a curve concave northwesterly and having a radius of 1,230.00 feet; thence southwesterly, around said curve, a chord bearing and distance of South 24° 00' 34" West, 285.76 feet to a point on a curve, said curve being concave northeasterly and having a radius of 1,051.11 feet; thence southeasterly, around said curve, a chord bearing and distance of South 81° 09' 42" East, 116.72 feet to the Point of Tangency of said curve; thence South 84° 20' 40" East, 491.14 feet to the point of a curve to the right, said curve being concave southwesterly and having a radius of 465.0 feet; thence southeasterly, around said curve, a chord bearing and distance of South 69° 38' 40" East,

240.48 feet to a point of compound curve, said curve being concave southwesterly and having a radius of 2,436.53 feet; thence southeasterly, around said curve, a chord bearing and distance of South 51° 51' 11" East, 214.26 feet to a point of compound curve, said curve being concave southwesterly and having a radius of 664.0 feet; thence southeasterly, around said curve, a chord bearing and distance of South 43° 37' 10" East, 132.22 feet to the Point of Tangency of said curve; thence South 37° 54' 20" East, 68.97 feet; thence North 15° 58' 58" East, 441.96 feet to a point on the southerly right of way line of Water Street; thence the following courses and distances on said southerly right of way line; North 74° 01' 02" West, 681.90 feet to the point of a curve to the right, said curve being concave northeasterly and having a radius of 618.12 feet; thence northwesterly around said curve, a chord bearing and distance of North 67° 31' 30" West, 139.78 feet to a point of reverse curve, said curve being concave southwesterly and having a radius of 458.71 feet; thence northwesterly, around said curve, a chord bearing and distance of North 61° 24' 18" West, 5.96 feet; thence South 14° 04' 13" West, 3.13 feet to a point on a curve, said curve being concave southwesterly and having a radius of 455.71 feet; thence northwesterly, around said curve, a chord bearing and distance of North 68° 28' 26" West, 107.74 feet to the point of tangency of said curve; thence North 75° 15' 47" West, 90.00 feet; thence South 14° 44' 13" West, 5.00 feet; thence North 75° 15' 47" West, 50.00 feet to a point of a curve to the left, said curve being concave southeasterly and having a radius of 92.92 feet; thence southwesterly, around said curve, a chord bearing and distance of South 67° 16' 53" West, 113.02 feet to the Point of Beginning. Containing 348,480 square feet more or less or 8.00 acres more or less; ALSO,

Parcel "B"

Part of Section 40, Township 2, South, Range 26 East, Duval County, Florida, and being more particularly described as follows: Commence at the Intersection of the Easterly right of way line of Lee Street with the Northerly line of a 20-foot alley (as established by Ordinance 0-28); thence North  $75^{\circ} 15' 47''$  West, on a Westerly prolongation of said Northerly line, 27.48 feet; thence South  $14^{\circ} 06' 58''$  West, parallel to said Easterly right of way line, 150.72 feet to a point on the Southerly right of way line of Water Street (as established by the County Engineers Office); thence North  $80^{\circ} 08' 47''$  West, on said Southerly right of way line, 5.30 feet to it's intersection with the Easterly right of way line of the Lee Street Viaduct (a 60-foot right of way as now established); said point lying on a curve concave northwesterly and having a radius of

1230.00 feet; thence southwesterly around said curve, a chord bearing and distance of South 18° 20' 27" West, 61.42 feet to the Point of Beginning; thence continuing Southwesterly around said curve, a chord bearing and distance of South 25° 32' 20" West, 224.97 feet to a point on a curve, said curve being concave northeasterly and having a radius of 1051.11 feet; thence northwesterly, around said curve, a chord bearing and distance of North 76° 36' 32" West, 50.26 feet to the Point of Tangency of said curve; thence North 75° 14' 20" West, 14.56 feet to a point on a curve concave northwesterly and having a radius of 1,170 feet; thence northeasterly around said curve, a chord bearing and distance of North 26° 23' 27" East, 221.92 feet; thence South 79° 41' 34" East, 62.33 feet to the Point of Beginning. Containing 13,793 square feet more or less or 0.317 acres more or less; ALSO,

Parcel "C"

Part of Section 40, Township 2 South, Range 26 East, Duval County, Florida, and the South  $\frac{1}{2}$  of Lots 4, 5 and 6, Block 8, Division "B", LaVilla, a subdivision, as recorded in Deed Book "M", Page 724, of the former public records of Duval County, and being more particularly described as follows: Begin at the intersection of the east right of way line of Davis Street (a 60-foot right of way as now established), with the north line of said South  $\frac{1}{2}$  of Lots 4, 5 and 6; thence South 75° 03' 40" East, on said north line, 315.00 feet to the northeast corner of said South  $\frac{1}{2}$ ; thence South 14° 04' 13" West, on the east line of said South  $\frac{1}{2}$  of Lots 4, 5 and 6, and the southerly prolongation thereof, 57.13 feet to a point on the northerly right of way line of Water Street; thence North 74° 01' 02" West, on said right of way line, 229.66 feet to a point of a curve to the right, said curve being concave northeasterly and having a radius of 564.12 feet; thence northwesterly, around said curve, a chord bearing and distance of North 70° 25' 26" West, 70.71 feet to a point of compound curve, said curve being concave northwesterly and having a radius of 24.50 feet; thence northwesterly, around said curve, a chord bearing and distance of North 46° 08' 37" West, 17.34 feet to the Point of Tangency of said curve, said point being on said easterly right of way line of Davis Street; thence North 14° 04' 13" East, on said easterly right of way line, 38.84 feet to the Point of Beginning. Containing 16,877 square feet, more or less, or 0.387 acres, more or less; as shown on drawing dated January 31, 1979, last revised June 21, 1979, prepared by L. D. Bradley, which print is attached hereto and made a part hereof.

13. Deed: O/R Book 5281, page 1153

The south one-half of Lot 2, Block 11, as shown on map of Division "B" LaVilla as recorded in Deed Book M. page 724, of former public records of Duval County, Florida; containing 6,392 square feet or 0.15 acre, more or less, being shown on print of Survey prepared by L. D. Bradley, dated July 17, 1980.

14. Deed: O/R Book 5153, page 667

PARCEL A:

Lot 3, Block 2, Sadler Moody Tract, LaVilla, according to the plat thereof recorded in Plat Book 1, page 132 of the Former Public Records of Duval County, Florida.

PARCEL B:

Part of Lot 4, Block 2, Sadler Moody Tract, LaVilla, according to the plat thereof recorded in Plat Book 1, page 132 of the Former Public Records of Duval County, Florida, more particularly described as follows: Begin at the Northeast corner of Lot 3, Block 2, said Sadler Moody Tract; thence Southerly along the Easterly line of said Lot 3, 100.4 feet to a point; thence Easterly along the Southerly side of an existing brick building 0.10 feet to the Southeast corner of said brick building; thence Northerly along the Easterly line of said brick building 100.4 feet to the Southerly line of Bay Street (which is the Northeast corner of said brick building); thence Westerly along the Southerly line of said Bay Street 0.15 feet along the Southerly line of West Bay Street to the Point of Beginning.

PARCEL C:

Part of the E. I. Hendricks Grant, Section 40, Township 2 South, Range 26 East, more particularly described as follows:

Commence at the Northeast Corner of Lot 3, Block 2, Sadler Moody Tract, LaVilla, recorded in Plat Book 1, page 132 of the Former Public Records of Duval County, Florida; thence Southerly along the Easterly line of said Lot 3, 177.5 feet to the Point of Beginning; thence continue on a prolongation Southerly of the Easterly line of said Lot 3, 60.92 feet more or less to the Northerly line of Water Street; thence Westerly along the Northerly line of Water Street 61.19 feet more or less to its intersection with the prolongation Southerly of the Westerly line of said Lot 3; thence Northerly 57.83 feet more or less along the Southerly prolongation of the West line of said Lot 3; thence Easterly 63.15 feet more or less to the Point of Beginning.

15. Such additional parcels lying north of Water Street, including any such parcels lying north of Water Street in the Site which are not owned by C & M Investors Limited, following the realignment of Water Street.
16. All property presently within Davis Street lying north of Water Street and south of Bay Street which is, now or then, owned by the City of Jacksonville, if any.
17. Air rights above the Automatic Skyway Express (ASE) (also known as Downtown People Mover) to be constructed along the entire northern boundary of the Site on Bay Street and to the extent possible support easements lying beneath said air rights.
18. Air rights above Lee Street for construction, at Developer's option, of an above grade pedestrian walkway to the Jacksonville Convention Center.
19. Air rights above Jefferson Street for construction, at Developer's expense, of an above grade pedestrian walkway to ASE station east of Jefferson Street.
20. All property lying South of Bay Street, North of Water Street, West of Jefferson Street and East of Lee Street, which is not owned by Developer.