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CORPORATION(S) NAME

Pensacola Steakhouse, Ltd.

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( ) NonProfit
( ) Amendment
( ) Merger
( ) Foreign
( ) Dissolution/Withdrawal
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(X) Limited Partnership
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This instrument was prepared by: Jack P. Stephenson, Jr., 420 North 20th Street, Suite 3100, Birmingham, Alabama 35203.

STATE OF FLORIDA)
)
ESCAMBIA COUNTY)

CERTIFICATE AND AGREEMENT OF LIMITED PARTNERSHIP
OF PENSACOLA STEAKHOUSE, LTD.

THIS CERTIFICATE OF LIMITED PARTNERSHIP AND LIMITED PARTNERSHIP AGREEMENT OF PENSACOLA STEAKHOUSE, LTD. (the "Agreement") dated this 29th day of August 1995, is entered into by and among Panhandle Restaurant Management, Inc., a Florida corporation, as general partner (the "General Partner"), and Roy C. Hockman, as the Original Limited Partner, all of Pensacola Steakhouse, Ltd., a Florida limited partnership (the "Partnership").

RECITALS:

The General Partner has secured a commitment from Outback Steakhouse of Florida, Inc. ("Outback"), pursuant to which Outback has indicated its agreement in principle to grant a restaurant franchise to the General Partner or its designee to establish, own and operate an Outback Steakhouse® in Pensacola, Florida. The General Partner and the Original Limited Partner desire to form a limited partnership pursuant to the Florida Limited Partnership Act under the name of Pensacola Steakhouse, Ltd. to operate and manage said restaurant and to raise capital necessary to fund the Project (defined below).

NOW, THEREFORE, in consideration of the premises and the agreements contained herein and for other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

ARTICLE I.

CERTAIN DEFINITIONS

Section 1.1 "Adjusted Capital Account Deficit" means with respect to any Partner as of a particular date the deficit balance, if any, in such Partner's Capital Account as of such date, as determined in the manner provided in Section 3.3 hereof and by then adjusting such Capital Account as so determined as follows:

(a) Such Capital Account shall be increased to reflect that amount, if any, of such Partner's share of the Partnership's minimum gain which such Partner is deemed to be obligated to restore to the Partnership pursuant to Sections 1.704-1(b)(2)(ii)(c) and 1.704-2(g)(1) and 1.704-2(i)(5) of the Regulations;

(b) Such Capital Account shall be reduced to reflect any items described in Sections 1.704-1(b)(2)(ii)(d)(4), (5) and (6) of the Regulations;

(c) If such Adjusted Capital Account Deficit is being determined as of the last day of a Fiscal Year for purposes of Article V hereof, then such Capital Account shall be adjusted to reflect the allocation to such Partner of all amounts required to be allocated to such Partner for such Fiscal Year under Article V hereof;

(d) If such Adjusted Capital Account Deficit is being determined as of the last day of a Fiscal Year for purposes of Section 5.3(d) hereof, then such Capital Account shall be adjusted to reflect the tentative

allocation to such Partner of all amounts that would be required to be allocated to such Partner for such Fiscal Year if neither subparagraph (d) nor subparagraph (e) of Section 5.3 were a part of this Agreement; and

(e) If such Adjusted Capital Account Deficit is being determined as of the last day of a Fiscal Year for purposes of Section 5.3(e) hereof, then such Capital Account shall be adjusted to reflect the tentative allocation to such Partner of all amounts that would be required to be allocated to such Partner for such Fiscal Year if neither subparagraph (d) nor subparagraph (e) of Section 5.3 were a part of this Agreement.

Section 1.2 "Affiliate" applies to any Person, (i) if an individual, a spouse or child living in the same home with such person; (ii) if a partnership, any general partner, of such Person; (iii) any corporation of which such Person is a stockholder (except of not more than 10% of the outstanding capital stock of any company listed on a national securities exchange or actively traded in an over-the-counter securities market); and (iv) any other Person directly or indirectly controlling, controlled by, or under common control with, such Person.

Section 1.3 "Agreement" or "Partnership Agreement" means this Certificate and Agreement of Limited Partnership as it may be amended from time to time. Words such as "herein", "hereinafter", "hereof", "hereto", and "hereunder" refer to this Agreement as a whole unless the context otherwise requires.

Section 1.4 "Approve," "Approved" or "Approval" mean, as to the subject matter thereof, an express approval contained in a written statement signed by the approving Partner.

Section 1.5 "Aussie" means Aussie Restaurant Management, Inc., an Alabama corporation.

Section 1.6 "Book Depreciation" for each Fiscal Year means the amount computed for such Fiscal Year in the manner provided in Section 1.704-1(b)(2)(iv)(g)(3) of the Treasury Regulations.

Section 1.7 "Book Gain" or "Book Loss" means the gain or loss recognized by the Partnership for book purposes in any Fiscal Year by reason of a sale or other disposition of all or part of the Project. Such Book Gain and Book Loss shall be computed by reference to the Book Value of the Project as of the date of such sale or other disposition, rather than by reference to the tax basis of the Project as of such date, in accordance with Section 1.704-1(b)(2)(iv)(g) of the Treasury Regulations.

Section 1.8 "Book Value" of the Project means, as of any particular date, the value at which the Project, or any part thereof, is properly reflected as of such date on the books of the Partnership in accordance with the provisions of Section 1.704-1(b) of the Treasury Regulations. The initial Book Value of the Project shall be the agreed-upon fair market value of the Project, and such Book Value shall be adjusted for Book Depreciation with respect to the Project, rather than for the cost recovery deductions to which the Partnership is entitled for income tax purposes with respect to the Project.

Section 1.9 "Capital Account" with respect to any Partner, the Capital Account maintained for such Person in accordance with Section 3.3 hereof.

Section 1.10 "Capital Contributions" with respect to any Partner, the amount of money and the value of any property (other than money) contributed to the Partnership by such Partner pursuant to Section 3.1 of this Agreement, which in the case of the Class A Limited Partners will be an amount equal to $100,000 for each purchased Class A Unit and in the case of the Class B Limited Partner will be an amount equal to $25,000 for each purchased Class B Unit. The General Partner will not be credited with any value with respect to the property contributed by the General Partner pursuant to Section 3.1(a) below.

Section 1.11 "Class A Limited Partner" means the persons listed in Section 2.6 hereof and any Person who at the time of reference thereto has been admitted as herein provided as an additional Class A Limited Partner or as a substituted Class A Limited Partner.

Section 1.12 "Class A Units" means one of the seven (7) units representing the interests of the Class A Limited Partners to be issued in exchange for a Capital Contribution of $100,000 each.

Section 1.13 "Class B Limited Partner" means the person listed in Section 2.7 hereof and any Person who at the time of reference thereto has been admitted as herein provided as an additional Class B Limited Partner or as a substituted Class B Limited Partner.

Section 1.14 "Class B Unit" means the unit representing the interest of the Class B Limited Partner to be issued in exchange for a Capital Contribution of $25,000.

Section 1.15 "Code" means the Internal Revenue Code of 1986, as amended.

Section 1.16 "Distributions" means distributions of cash or other property made by the Partnership to the Partners.

Section 1.17 "Employment Agreement" means the employment agreement between the Partnership and the General Manager.

Section 1.18 "Fiscal Year" means the fiscal year of the Partnership. The first Fiscal Year shall commence on the date hereof, and each succeeding Fiscal Year shall commence on the day immediately following the last day of the immediately preceding Fiscal Year. Each Fiscal Year shall end on the earliest to occur after the commencement of such Fiscal Year of (i) December 31, (ii) the day immediately preceding the date of the "liquidation" of the Partner's interest in the Partnership (within the meaning of Section 1.704-1(b)(2)(ii)(g) of the Regulations), or (iii) the date on which the Partnership is terminated under Article XIV.

Section 1.19 "Franchise Agreement" means the Outback Steakhouse® Franchise Agreement proposed to be entered into by and between the Partnership and Outback Steakhouse of Florida, Inc., a Florida corporation, with respect to the Project.

Section 1.20 "Franchisor" means Outback Steakhouse of Florida, Inc., a Florida corporation.

Section 1.21 "General Manager" means the Person employed by the Partnership to manage the day-to-day operations of its restaurant pursuant to an employment agreement as required in the Franchise Agreement.

Section 1.22 "General Partner" means Panhandle Restaurant Management, Inc., a Florida corporation, and any other Person who becomes a successor or additional General Partner of the Partnership as provided herein, in such Person's capacity as a General Partner.

Section 1.23 "Major Actions" means those actions described in Section 4.1(h) hereof.

Section 1.24 "Majority in Interest" means Partners having 51% or more of the percentage interest of the Partners or class of Partners in the Partnership.

Section 1.25 "Minimum Gain" means the excess of the outstanding principal balance of the Partnership nonrecourse indebtedness (but excluding the amount of any such indebtedness which would not be taken into account as an amount realized under the Code upon foreclosure of such indebtedness) over the Partnership's adjusted basis in the Project as determined in accordance with Section 1.704-2(b)(2) and 1.704-2(d) of the Treasury Regulations.

Section 1.26 "Notice" means written advice or notification required or permitted by this Agreement, as more particularly provided in Section 17.1.

Section 1.27 "Net Cash Flow" means for any Fiscal Year or portion thereof the amount by which the cash received from all sources (other than a Sale) by the Partnership during such period, including, without limitation, Capital Contributions, proceeds from loans from Partners or others, and funds released from Reserves, exceeds the sum of (i) expenditures that are paid during such period prior to the commencement of operations of the Project in connection with the acquisition of the Project, the construction of leasehold improvements, and the financing thereof, and (ii) the costs and expenses that are paid during such period in connection with the operation of the Project, including without limitation, compensation of employees, purchase of inventory and supplies, taxes, management fees, any fees payable under the Franchise Agreement, insurance premiums, reimbursable expenses, capital improvements or replacements which are necessary for the maintenance or repair of the Property; (iii) capital expenditures paid during such period relating to replacements, additions or improvements to the Property; (iv) payments which are due and payable during such period on any indebtedness or lease of the Partnership; and (v) the Reserves funded during such period. In determining Net Cash Flow there shall be no deduction for depreciation or other noncash expenses nor for expenditures deducted in the determination of Sale Proceeds.

Section 1.28 "Net Profit" or "Net Loss" means, for each Fiscal Year, the Partnership's taxable income or taxable loss for such Fiscal Year, as determined under Section 703(a) of the Code and Section 1.703-1 of the Treasury Regulations (for this purpose, all items of income, gain, loss or deduction required to be stated separately pursuant to Section 703(a)(1) of the Code shall be included in taxable income or taxable loss), but with the following adjustments:

(a) Any tax-exempt income, as described in Section 705(a)(1)(B) of the Code, realized by the Partnership during such Fiscal Year shall be taken into account in computing such taxable income or taxable loss as if it were taxable income.

(b) Any expenditures of the Partnership described in Section 705(a)(2)(B) of the Code for such Fiscal Year, including any items treated under Section 1.704-1(b)(2)(iv)(i) of the Regulations as items described in Section 705(a)(2)(B) of the Code, shall be taken into account in computing such taxable income or taxable loss as if they were deductible items.

(c) Book Depreciation for such Fiscal Year shall be taken into account in computing such taxable income or taxable loss in lieu of any amortization, depreciation or cost recovery deduction to which the Partnership is entitled for such Fiscal Year with respect to the Project.

(d) Any Book Gain or Book Loss recognized by the Partnership during such Fiscal Year by reason of a sale or other disposition of all or any part of the Project shall not be taken into account in computing such taxable income or taxable loss.

(e) Any item of income, gain, loss or deduction that is required to be allocated specially to the Partners under Section 5.3 hereof shall not be taken into account in computing such taxable income or taxable loss.

If the Partnership's taxable income or taxable loss for such Fiscal Year, as adjusted in the manner provided in subparagraphs (i) through (v) above, is a positive amount, such amount shall be the Partnership's Net Profit for such Fiscal Year; and if negative, such amount shall be the Partnership's Net Loss for such Fiscal Year.

Section 1.29 "Partner" means any General Partner, Class A Limited Partner or Class B Limited Partner.

Section 1.30 "Partnership" means Pensacola Steakhouse, Ltd., a Florida limited partnership.

Section 1.31 "Partnership Act" means the Florida Revised Uniform Limited Partnership Act, as amended from time to time.

Section 1.32 "Person" means any natural person, partnership, limited partnership (domestic or foreign), trust, estate, association or corporation.

Section 1.33 "Project" means the establishment, ownership and operation of an Outback Steakhouse® restaurant franchise in Pensacola, Florida.

Section 1.34 "Property" or "Assets" means any and all property which is owned or leased by the Partnership, whether real, personal or mixed.

Section 1.35 "Reserves" means all Partnership reserves established by the General Partner, in his sole discretion, for Partnership purposes including, but not limited to, debt service, lease payments, accrued or deferred expenses, and other working capital needs, contingent liabilities, taxes and purchases.

Section 1.36 "Sale" means any transaction (other than Capital Contributions or loans) not in the ordinary course of business, including, without limitation, sales, exchanges or other dispositions of real or personal property, condemnation, recovery of damage awards, and insurance proceeds.

Section 1.37 "Sale Proceeds" means all cash receipts arising from a Sale less the following: (i) the amount of cash required to be paid in connection with such Sale (which shall include with regard to damage recoveries or insurance or condemnation proceeds, cash paid or to be paid in connection with repairs, replacements or renewals, in the discretion of the General Partner, relating to damage or partial condemnation of the Property); (ii) the amount necessary for the payment of all debts and obligations of the Partnership due or becoming due as a result of such Sale other than loans from Partners pursuant to Section 3.2 below; and (iii) the amount considered appropriate by the General Partner to provide reserves to pay taxes, insurance, Partnership indebtedness, repairs, replacements, or renewals or other costs and expenses of the Partnership (including costs of improvements or additions in connection with the Property).

Section 1.38 "Substitute Limited Partners" means Persons who have acquired Partnership interests from Limited Partners who have been substituted for such Limited Partners in accordance with this Agreement.

Section 1.39 "Treasury Regulations" means the income tax regulations promulgated under the Code, as the same may be amended or supplemented by succeeding, temporary or final regulations.

Section 1.40 "Unit" means one of the seven (7) Units representing a Class A Limited Partner's interest in the Partnership and the Unit representing a Class B Limited Partner's interest in the Partnership, where no distinction is required.

ARTICLE II.

THE PARTNERSHIP

Section 2.1. Formation; Duration.

The Partnership will be formed upon the filing of a certificate of limited partnership with the Department of State of the State of Florida. The General Partner may take such further actions as it may deem necessary or proper to permit the Partnership to conduct business as a limited partnership in the State of Florida. The term of the Partnership shall continue from the date hereof until December 31, 2035, unless sooner dissolved or terminated in accordance with law or this Agreement.

Section 2.2 Name.

(a) The business of the Partnership shall be conducted under the name and style of Pensacola Steakhouse, Ltd., or such other trade name or names as the General Partner may from time to time designate.

(b) The General Partner, in its discretion, may change the Partnership name at any time or from time to time, and may cause the Partnership to do business at the same time under one or more fictitious names. However, the name of any Limited Partner shall not appear in the Partnership name or as a fictitious name used by the Partnership.

Section 2.3 Purpose and Powers of the Partnership.

The exclusive purpose for which the Partnership is formed is to enter into the Franchise Agreement and to establish, own and operate an Outback Steakhouse® restaurant franchise in Pensacola, Florida, and to make any investments or expenditures, to take any and all action, and to engage in any and all activity which is incidental or reasonably related to such purpose. The Partnership shall have the power and authority to accomplish its stated purpose. Except as provided in this Section 2.3, and unless the General Partner and all the Limited Partners consent, the Partnership shall not engage in any other business or activity.

Section 2.4. Principal Place of Business; Registered Office; Agent for Service of Process.

(a) The location of the office where the records required by Section 620.106 of the Partnership Act will be kept, is 1200 Pine Island Road, Plantation, Florida 33324, or at such location as the General Partner may be determined from time to time.

(b) The Partnership shall maintain its registered office as required by Section 620.105(1) of the Partnership Act at 1200 Pine Island Road, Plantation, Florida 33324, or at such other address in Florida as may be designated from time to time by the General Partner.

(c) The Partnership's resident agent for service of process as required by Section 620.10 of the Partnership Act shall be CT Corporation System, and such agent's address in Florida is 1200 Pine d Road, Plantation, Florida 33324. The General Partner may, from time to time, designate other persons to be the agent for service of process by filing with the Florida Department of State the written statement required in Section 620.105(1) of the Partnership Act.

Section 2.5. The General Partner.

The name and address of the General Partner is as follows:

Panhandle Restaurant Management, Inc.
c/o Roy C. Hockman
3184 Cahaba Heights Road P95000045621
Birmingham, Alabama 35243

The General Partner address is also the Limited Partnership mailing address.

Section 2.6. Class A Limited Partners.

(a) The General Partner shall be authorized from time to time to admit as Class A Limited Partners any Person who executes and delivers to the General Partner a subscription agreement for an authorized but unissued Class A Unit (or portion thereof) together with good funds in the amount of the purchase price therefor and such other documents as shall be deemed appropriate by the General Partner. Under such subscription

agreement, such subscriber shall, if his subscription is accepted by the General Partner, agree to be bound by this Agreement. The General Partner shall have the right, in its sole discretion, to accept, reject, or revoke acceptance of each subscription for an interest as a Class A Limited Partner.

(b) The names and addresses of the Class A Limited Partners shall be reflected on Exhibit A to this Partnership Agreement.

Section 2.7. Class B Limited Partner. The General Partner shall be authorized from time to time to admit as a Class B Limited Partner any person who at the time has been engaged as the General Manager; who has executed an Employment Agreement; and who executes and delivers to the General Partner a subscription agreement for a Class B Unit together with good funds in the amount of the purchase price therefor. The General Partner shall have the authority to admit additional Class B Limited Partners; provided that each person so admitted shall then be engaged as the General Manager and shall have executed an Employment Agreement. The General Partner shall have authority to amend this Agreement to provide the additional Class B Limited Partner with an interest in the Net Profits, Net Losses, Book Gains and Book Losses of the Partnership by converting a portion of its interest as General Partner to the interest of a Class B Limited Partner.

Section 2.8. Original Limited Partner. Roy C. Hockman, whose address is 3184 Cahaba Heights Road, Birmingham, Alabama 35243, has contributed $10.00 to the Partnership and is hereby admitted as the Original Limited Partner. Upon the admission of the first Limited Partner as herein provided, the Partnership shall redeem the interest of the Original Limited Partner and he shall no longer be a Limited Partner from and after such date of such admission.

ARTICLE III.

CAPITAL REQUIREMENTS

Section 3.1. Initial Capital Contributions.

(a) The General Partner shall contribute to the capital of the Partnership, and by its execution of this Agreement does hereby assign to the Partnership the General Partner's right, title and interest in and to the commitment or other indication from Outback Steakhouses of Florida, Inc. to Roy Hockman, whereby Outback has agreed to issue Roy C. Hockman or his designee a franchise for the operation of an Outback Steakhouse® at a location in Pensacola, Florida. The Partnership shall, and does hereby accept such assignment and shall negotiate toward the execution of a Franchise Agreement and a lease agreement for the approved site.

(b) The General Partner is authorized to cause the Partnership to offer and sell Class A Limited Partnership interests in the Partnership in the form of up to seven (7) Units. Each person desiring to be admitted as a Class A Limited Partner shall be required to purchase a Unit or portion thereof at a price of $100,000 per Unit which shall be such person's Capital Contribution to the Partnership. The General Partner shall have the right to admit as a Class A Limited Partner at any time and from time to time, without the approval of any Limited Partner, any person who shall purchase a Class A Unit as provided herein.

(c) The Initial Class B Limited Partner shall contribute $25,000 to the capital of the Partnership.

(d) In the event less than all of the authorized Class A Units are sold and the Partnership shall require additional funds to meet its obligations as they become due, the General Partner shall either (i) cause the Partnership to sell the unsold Class A Units as herein authorized; or (ii) contribute as a capital contribution to the Partnership funds up to an amount equal to the difference between the amount of Capital Contributions that would be derived from the sale of all authorized Class A Units and the amount of Capital Contributions actually derived

from the sale of those Class A Units that are issued and outstanding on the applicable date. If at any time the General Partner has advanced funds in excess of the amount of funds authorized to be contributed by the General Partner to the capital of the Partnership as herein provided, such excess amount shall be treated as a loan under Section 3.2(b) below.

(e) The General Partner, at any time and from time to time, with the prior written consent of at least a Majority in Interest of all the Class A Limited Partners, may (but is not required to) admit additional Persons as Class A Limited Partners, upon each such Person's making or agreeing to make such contributions of cash or other property to the capital of the Partnership, at such time and on such terms and conditions, and in return for such interest in the Partnership, as shall be proposed by the General Partner with the prior written approval of a Majority in Interest of all Class A Limited Partners. The terms of admission of such additional Class A Limited Partners, if proposed and approved as aforesaid, (i) shall provide for the use of the proceeds of any such additional Capital Contributions, and (ii) shall be set forth in an amendment of this Partnership Agreement, to which all Partners hereby consent if such terms are proposed and approved as aforesaid; provided, however, that an amendment so adopted shall not increase the obligations to the Partnership of any existing Partner without the consent of such Partner or extend the term of the Partnership beyond that set forth in Section 2.1 without the written approval of all Partners.

Section 3.2. Withdrawal; Loans.

(a) No Partner shall be entitled to withdraw from the Partnership or become entitled to a return of any portion of its Capital Account or to receive any Distributions from the Partnership except as specifically provided herein. No loan or advance made to the Partnership by any Partner shall constitute a Capital Contribution unless made in accordance with the provisions of Section 3.1 above.

(b) In the event that funds are at any time or from time to time required for any Partnership purpose, the General Partner or any Limited Partner, with the consent of the General Partner, may make a loan to the Partnership in the amount required for such purpose. Any such loan made by a Partner to the Partnership shall be an unsecured obligation of the Partnership, shall be subordinate to any senior debt of the Partnership, shall bear interest at the rate of interest which is equal to the prime rate of interest announced from time to time by First Alabama Bank, Birmingham, Alabama, plus two percent (2%) per annum. Such loans shall be repayable from Net Cash Flow in accordance with Section 6.1 of this Agreement. In the event of a Sale, any principal and accrued interest on any such loan shall be converted to capital and an amount equal to the outstanding principal balance and accrued interest on any Partner . . oan shall be added to his respective Capital Account immediately prior to the Sale.

Section 3.3. Maintenance of Capital Accounts.

A separate Capital Account shall be maintained for each Partner, and the amount or the balance of each Partner's Capital Account, as of any particular date, shall be an amount equal to the sum of the following: (i) the cumulative amount of cash that has been contributed to the capital of the Partnership by such Partner as of such date; plus (ii) the agreed upon net fair market value (as of the date of contribution) of any property other than cash that has been contributed to the capital of the Partnership by such Partner as of such date; plus (iii) the cumulative amount of the Partnership's Net Profit, Book Gain and other items of income and gain for all Fiscal Years ending prior to such date that has been, or is required to be, allocated to such Partner under Article V hereof; plus (iv) any loans and accrued interest converted to capital pursuant to Section 3.2 above; minus (v) the cumulative amount of the Partnership's Net Loss, Book Loss, and other items of loss or deductions for all Fiscal Years ending prior to such date that has been, or is required to be, allocated to such Partner under Article V hereof; minus (vi) the cumulative amount of cash and the agreed upon net fair market value (as of the date of distribution) of all Distributions to such Partner. A Partner's Capital Account shall also be increased or decreased as of such date to reflect any items in Section 1.704-1(b)(2)(iv) of the Treasury Regulations that are required to be reflected in such

Partner's Capital Account under such Treasury Regulations and which are not otherwise taken into account in computing such Capital Account under this Section 3.3.

ARTICLE IV.

GENERAL PARTNERS

Section 4.1. Rights, Powers and Duties of the General Partner.

During the continuance of this Partnership, the rights and liabilities of the General Partner shall, subject to the limitations with respect to Major Actions, be as follows:

(a) The General Partner shall have the exclusive right and power to conduct the business and affairs of the Partnership and to do all things necessary to carry on the business of the Partnership in accordance with the provisions of this Agreement and applicable law and is hereby authorized to take any action of any kind and to do anything and everything it deems necessary or appropriate in accordance with the provisions of this Agreement and applicable law. The General Partner shall take all action which may be necessary or appropriate for the organization, development, and operation of the Partnership in accordance with the provisions of this Agreement and applicable laws and regulations and shall manage the Partnership in accordance with the Franchise Agreement.

(b) In addition to any other rights and powers it may possess, and except as otherwise limited by this Agreement, the General Partner shall have all specific rights and powers required or appropriate to its management of the Partnership business which, by way of illustration, but not by way of limitation, shall include the right and power to:

(i) engage in any kind of activity and 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, as may be lawfully carried on or performed by a limited partnership formed under the laws of the State of Florida;

(ii) acquire by purchase, lease or otherwise any property which may be necessary, convenient or incidental to the accomplishment of the purposes of the Partnership, and to operate, manage, improve, maintain, sell, lease, and service property, including but not limited to the right to sell the Project; to form corporations or acquire shares of stock in corporations to carry out any of the purposes of the Partnership and to acquire title to Property in the name of such corporation(s) and to guarantee or otherwise secure the obligations of such corporation(s) in the furtherance of Partnership purposes;

(iii) subject to the limitations in the Franchise Agreement, borrow money from itself or others (including Affiliates of the General Partner) and, if security is required therefor, to mortgage or subject to any other security device all or any portion of any Partnership Property, to obtain replacements of any mortgage or other security device, and to prepay, in whole or in part, refinance, increase, modify, and consolidate such indebtedness as determined in its absolute discretion to be in the best interests of the Partnership;

(iv) acquire and to enter into any contract of liability and other insurance that the General Partner deems necessary and proper for the protection of the Partners and Partnership for the conservation of its Property or for any purpose convenient or beneficial to the Partnership;

(v) employ from time to time Persons, firms, or corporations for the operation and management of the Partnership business, including, but not limited to, the General Manager, attorneys, accountants, advisors, financial consultants, and loan brokers on such terms and for such compensation as the General Partner may determine. The General Partner is hereby specifically authorized in its sole and absolute discretion to engage Affiliates of the General Partner as described in Section 4.2 and is authorized to enter into contracts with the

General Partner or its Affiliates so long as the prices charged and terms thereof are fair, reasonable, and competitive;

(vi) pay and to be reimbursed by the Partnership for expenses and fees incurred by the General Partner and its Affiliates in connection with the organization and formation of the Partnership, the admission and substitution of Limited Partners, the preparation of this Agreement and amendments hereto, the holding of meetings of Limited Partners, and the obtaining of action by Limited Partners without a meeting;

(vii) pay all expenses incurred in the offer and sale of Units, including, but not limited to, legal and accounting fees and other expenses;

(viii) compromise, arbitrate, or otherwise adjust claims in favor of or against the Partnership, and to commence or defend litigation with respect to the Partnership or any Assets of the Partnership as the General Partner may deem advisable, all or any of the above matters being at the expense of the Partnership;

(ix) make any and all elections for federal, state, and local tax purposes, including, without limitation, any election, if permitted by applicable law, to adjust the basis of Partnership Property pursuant to Code Sections 754, 734(b), and 743(b) or comparable provisions of state or local law in connection with transfers of Units and Partnership distributions;

(x) determine Net Cash Flow and Sale Proceeds of the Partnership and to make Distributions to the Partners;

(xi) amend this Agreement to reflect the admission of Limited Partners and Substitute Limited Partners as herein authorized;

(xii) execute any and all agreements, contracts, documents, certifications, and instruments necessary or convenient in connection with the exercise of the General Partner's rights and powers, including, but not limited to, any contract or other instrument purporting to convey or encumber any or all of the Partnership Property;

(xiii) take such actions (including, but not limited to, amending this Agreement) as the General Partner determines are advisable or necessary, based upon advice of counsel to the Partnership, and will not result in any material adverse effect on the economic position of a Majority in Interest of the Limited Partners to (A) preserve the tax status of the Partnership as a partnership for federal income tax purposes, (B) to conform this Agreement to (I) the Partnership Act for the purpose of preserving the tax status of the Partnership as a partnership for federal income tax purposes, or (II) provisions of the Code or the Treasury Regulations relating to taxation of partners and partnerships, to modify this Agreement in a manner designed to ameliorate such difference;

(xiv) to establish, maintain, deposit into, sign checks or otherwise draw upon Partnership bank accounts and execute or accept any instrument or agreement incident to the Partnership business and in furtherance of its purposes; without limiting the foregoing, the General Partner may cause cash funds of the Partnership to be deposited in bank accounts selected by the General Partner; and

(xv) perform any and all other acts or activities customary or incidental to the Partnership purposes and the foregoing powers.

(c) The General Partner, or its Affiliates, or any shareholder, officer, director, or employee of a corporate General Partner, or other Person holding a legal or beneficial interest in an entity that is a General Partner or an Affiliate of a General Partner, may engage in or possess an interest in other business ventures of every

nature and description, independently or with others, including, but not limited to, the ownership, operation, management, and syndication of businesses the same or similar to that of the Partnership. Neither the Partnership nor the Partners shall have any right by virtue of this Agreement in and to such independent ventures or to the income or profits derived therefrom. The General Partner is not restricted in any way by this Agreement with regard to the issuance of its capital stock or any mergers or consolidations. Neither the General Partner nor any Affiliate of the General Partner shall be obligated to present any particular opportunity to the Partnership, even if such opportunity is of a character which, if presented to the Partnership, could be taken by the Partnership and the General Partner and any Affiliate of the General Partner shall have the right to take for its own account (individually or as a trustee, partner, or fiduciary) or to recommend to others any such particular opportunity.

(d) The General Partner or an Affiliate of the General Partner may acquire, and own as a Limited Partner, the interests of the Class A Limited Partners (or Units) and the interests of Class B Limited Partners.

(e) The General Partner, as such, shall devote only such time to the Partnership as it, in its sole discretion, shall deem to be necessary to manage and supervise the Partnership business.

(f) Agreements entered into by the Partnership may extend for terms in excess of the term of the Partnership.

(g) Any Person dealing with the Partnership or the General Partner may rely upon a certificate signed by the Secretary or Assistant Secretary of the General Partner, thereunto duly authorized, as to:

(i) the identity of the General Partner and any Limited Partner;

(ii) the existence or nonexistence of any fact or facts which constitute a condition precedent to the acts by the General Partner or in any other manner relating to the affairs of the Partnership;

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

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

(h) Anything to the contrary set forth herein notwithstanding, without an amendment to this Agreement, which amendment shall require the unanimous consent of all of the Limited Partners, the General Partner shall not have authority on behalf of the Partnership to:

(i) do any act in contravention of this Agreement;

(ii) convert Property of the Partnership to its own use or possess or assign any rights in specific Property of the Partnership for other than a purpose of the Partnership;

(iii) admit a Person as a Limited Partner or as a General Partner, except as provided in this Agreement;

(iv) list, recognize, or facilitate the trading of Units (or any interests therein) on any "established securities market" within the meaning of Section 7704 of the Code, or permit any of its Affiliates to take such actions, if as a result thereof the Partnership would be taxed for federal income tax purposes as an association taxable as a corporation;

(v) create for the Units (or any interest therein) a "secondary market (or the substantial equivalent thereof)" within the meaning of Section 7704 of the Code or otherwise permit, recognize, or facilitate the trading of Units (or any interest therein) on any such market, or permit any of its Affiliates to take such actions, if as a result thereof the Partnership would be taxed for federal income tax purposes as an association taxable as a corporation;

(vi) perform any act that would subject any Limited Partner to liability as a general partner in any jurisdiction; or

(vii) confess a judgment against the Partnership.

Section 4.2. Compensation to the General Partner and Transactions with the General Partner and Its Affiliates.

The Partnership may enter into transactions, contracts, agreements, or arrangements with the General Partner and its Affiliates only in accordance with this Agreement. In this regard.

(a) The Partnership has entered into and hereby ratifies the following agreements with the General Partner to its Affiliates:

(i) A Project Services Agreement between the Partnership and Aussie pursuant to which Aussie will provide services during the pre-opening period for the Project, including without limitation, the supervision of the preparation of architectural plans and construction of the Project, the acquisition by lease of the Project site, the procurement of furniture, fixtures and equipment, and the training and recruitment of a restaurant staff. Aussie will receive a one-time fee of $44,000 for such services payable from the Capital Contributions.

(ii) A Management Agreement between the Partnership and Aussie pursuant to which Aussie will supervise the management of the operations of the Project and provide administrative services for the Partnership's operation, including, without limitation, bookkeeping services, financial reports, accounts payable services, and an internal control system, in consideration of 3% of the gross receipts derived from the operation of the Project.

(iii) A Restaurant Management Employment Agreement between the Partnership and the General Manager pursuant to which the General Manager will be engaged to provide his full time and attention to the management of the Project in consideration for an annual salary of $45,000 and the opportunity to purchase a Class B Limited Partnership Unit for $25,000 under the terms of this Agreement.

(b) The General Partner and its Affiliates shall be reimbursed for all costs advanced by them related to the offering of the Units or on behalf of the Partnership.

(c) Nothing herein shall preclude reimbursement to the General Partner and its affiliates for reasonable and necessary out-of-pocket Partnership business expenses not otherwise provided for in this Agreement.

ARTICLE V.

ALLOCATIONS

Section 5.1. Allocation of Profits and Losses.

(a) Net Profits shall be allocated to the Partners as follows:

(i) The Net Profits shall be allocated among the Partners in the following proportions until the Class A Limited Partners shall have received cumulative allocation of Net Profits (after deducting any allocations of Net Losses pursuant to Section 5.1(b) below) in the sum of the Capital Contributions: 42% to the Class A Limited Partners; 10% to the Class B Limited Partner; and 48% to the General Partner.

(ii) Thereafter, the Net Profits shall be allocated among the partners as follows: 31.5% to the Class A Limited Partners; 10% to the Class B Limited Partner; and 58.5% to the General Partner.

(b) Net Losses shall be allocated among the Partners as follows:

(i) Net Losses shall be allocated among the Partners in the following proportions until the Class A Limited Partners shall have received a cumulative allocation of Net Losses in the sum of the Capital Contributions: 42% to the Class A Limited Partners; 10% to the Class B Limited Partner; and 48% to the General Partner; and

(ii) Thereafter, the Net Losses shall be allocated among the Partners as follows: 31.5% to the Class A Limited Partners; 10% to the Class B Limited Partners; and 58.5% to the General Partner.

Section 5.2. Allocation of Book Gain and Book Loss.

(a) Any Book Gain recognized by the Partnership in any Fiscal Year shall be allocated to the Partners in the following manner and in the following order of priority:

(i) To the Partners in proportion to, and to the extent of, the negative balance in their respective Capital Accounts, if any, as of the last day of such Fiscal Year;

(ii) To the Class B Limited Partner in such amount as when added to the balance of his Capital Account immediately prior to the sale or disposition of the Project will equal 10% of the Sale Proceeds;

(iii) To the General Partner until the General Partner shall have received cumulative allocations of Book Gain in the amount of $500,000; then

(iv) To the Partners in the following percentages until the sum of (A) the allocations of Net Profits made to the Partners pursuant to Section 5.1(a) (net of allocations of Net Losses under Section 5.1(b)) and (B) the allocations of Book Gain hereunder equals the sum of the Class A Limited Partners' Capital Contributions: 46.67% to the Class A Limited Partners and 53.33% to the General Partner; and

(v) The balance, if any, shall be allocated to the General Partner and the Class A Limited Partners in the following percentages: 35% to the Class A Limited Partners and 65% to the General Partner.

For purposes of this Section 5.2(a), the amount of the Partner's Capital Account as of the last day of any Fiscal Year shall be computed as of such last day in the manner provided in Section 3.3 hereof but shall be adjusted to reflect the allocation to such Partner of all amounts required to be allocated to such Partner for such Fiscal Year Under Sections 5.1 and 5.2 hereof.

(b) Any Book Loss recognized by the Partner in any Fiscal Year shall be allocated to the Partners in the following manner and in the following order of priority:

(i) To the Partners in proportion to, and to the extent of, positive balances, if any, in their respective Capital Accounts as of the last day of such Fiscal Year; then

(ii) To the Partners in the following percentages: 31.5% to the Class A Limited Partners; 10% to the Class B Limited Partners; and 58.5% to the General Partner.

For purposes of this Section 5.2(b), the amount of the Partner's Capital Account as of the last day of any Fiscal Year shall be computed as of such last day in the manner provided in Section 3.3 hereof but shall be adjusted to reflect the allocation to such Partner of all amounts required to be allocated to such Partner for such Fiscal Year Under Sections 5.1 and 5.2 hereof.

Section 5.3. Certain Special Allocations.

Notwithstanding the provisions of Sections 5.1 and 5.2 above, the following allocations shall be made to the Partners:

(a) Allocations for Unsold Units. So long as there is an authorized Unit(s) remaining to be sold, the General Partner shall be entitled to all allocations of income, gain, profits, losses and credits of the Partnership to which such unsold Unit(s) would be entitled if such Unit(s) were sold and outstanding. Further, in such event and notwithstanding the provisions of Sections 6.1 and 6.2, the General Partner shall be entitled to all distributions of Net Cash Flow and Sale Proceeds with respect to such unsold Units.

(b) Limitation on Allocation of Losses. If the amount of Net Loss, Book Depreciation and Book Loss for any Fiscal Year that would otherwise be allocated to a Partner under Sections 5.1 and 5.2 hereof would cause or increase an Adjusted Capital Account Deficit of such Partner as of the last day of such Fiscal Year, then a proportionate part of such Net Loss, Book Depreciation and Book Loss equal to the amount which would cause an increase in such Partner's Adjusted Capital Account Deficit shall be allocated first to the other Partners, in proportion to and to the extent that, such allocation will not cause or increase an Adjusted Capital Account Deficit of such other Partners as of the last day of such Fiscal Year, and then to the Partners in proportion to their respective percentage interests as of the last day of such Fiscal Year.

(c) Minimum Gain Chargeback. Any item of Partnership income or gain for any Fiscal Year (or any portion of any such item) that is required to be allocated to the Partners pursuant to a minimum gain chargeback under Sections 1.704-2(f) of the Treasury Regulations shall be allocated to the Partners for such Fiscal Year in the manner so required by such Regulations.

(d) Qualified Income Offset. If any Partner unexpectedly receives in any Fiscal Year any adjustment, allocation or distribution described in Sections 1.704-1(b)(2)(ii)(d)(4), (5) or (6) of the Treasury Regulations, and if such Partner has an Adjusted Capital Account Deficit as of the last day of such Fiscal Year, then all items of income and gain (including Book Gain) of the Partnership (consisting of a pro rata portion of each item of Partnership income and gain, including gross income and Book Gain) for such Fiscal Year (and, if necessary, for subsequent Fiscal Years) shall be allocated to all such Partners in proportion to, to the extent of, and in the manner sufficient to eliminate as quickly as possible such Adjusted Capital Account Deficit.

(e) Gross Income Allocation. If any Partner has an Adjusted Capital Account Deficit as of the last day of any Fiscal Year, then all items of income and gain (including Book Gain) of the Partnership (consisting of a pro rata portion of each item of Partnership income and gain, including gross income and Book Gain) for such Fiscal Year shall be allocated to all such Partners in proportion to, to the extent of, and in the manner sufficient to eliminate as quickly as possible, such Adjusted Capital Account Deficit.

(f) Section 704(c) Allocations. Notwithstanding the provisions of this Section 5.3, any item of income, gain, loss, and deduction with respect to any property (other than cash) that has been contributed by a Partner to the capital of the Partnership and which is required or permitted to be allocated to the Partners for income tax purposes under Section 704(c) of the Code so as to take into account the variation between the tax basis of such property and its agreed upon fair market value at the time of its contribution shall be allocated to the Partners solely for income tax purposes in the manner so required or permitted.

(g) Curative Allocations. The allocations set forth in this Section 5.3 (the "Regulatory Allocations") are intended to comply with certain requirements of Sections 1.704-1 and 1.704-2 of the Treasury Regulations. The Partners do hereby acknowledge and agree that the Regulatory Allocations may not be consistent with the manner in which the Partners intend to divide Partnership distributions. Accordingly, the General Partner is hereby authorized and directed to divide other allocations of Net Profit, Net Loss, Book Depreciation, Book Gain, and Book Loss among the Partners in any reasonable manner so as to prevent the Regulatory Allocations from distorting the manner in which the Partnership distributions would otherwise be divided among the Partners pursuant to Sections 5.1 and 5.2 hereof. In general, the Partners anticipate that this will be accomplished by specially allocating other Net Profit, Net Loss, Book Depreciation, Book Gain, and Book Loss among the Partners so that, after such offsetting special allocations are made, the amount of each Partner's Capital Account will be, to the extent possible, equal to the Capital Account balance such Partner would have had if the Regulatory Allocations were not a part of this Agreement and all Partnership Items had been allocated to the Partners solely pursuant to Section 5.1 hereof.

Section 5.4. Allocations Among Class A Limited Partners.

All allocations among the Class A Units shall be allocated among them in the same proportion that each Class A Unit bears to the total Class A Units then authorized. Any allocations with respect to authorized and unissued Units shall be allocated to the General Partner as provided in Section 5.3(a) of this Agreement.

ARTICLE VI.

DISTRIBUTIONS

Section 6.1. Distributions of Net Cash Flow.

(a) The General Partner shall make monthly distributions from the Net Cash Flow, if available. The amount of Net Cash Flow to be distributed, if any, shall be calculated as of the last day of each month and distributed to the Partners of record as of the next to the last day of such month. The General Partner may also make distributions at other times in its discretion to Partners as of a record date established by the General Partner in its discretion. The General Partner shall invest amounts set aside as Reserves in such short-term investments as the General Partner shall deem prudent. The General Partner may, in its discretion, distribute from time to time as a component of Net Cash Flow such portion of the Reserves which the General Partner determines to be in excess of the amounts required by the Partnership.

(b) Except as otherwise provided for in Section 6.2 and 6.3 hereof, Net Cash Flow shall be distributed in the following order of priority:

(i) First, to the Class B Limited Partner in an amount equal to 10% of the Net Cash Flow;

(ii) Second, to repay accrued interest on any loans made by the Partners to the Partnership, and if funds are insufficient therefor, then to such Partners proportionately in the ratio that the amount of accrued interest on each Partner's loan bears to the amount of all such accrued interest.

(iii) Third, to repay the outstanding principal on any loans made by the Partners to the Partnership, and if funds are insufficient therefor, then to such Partners proportionately in the ratio that the outstanding balance of each Partner's loan bears to the outstanding principal balance of all such loans.

(iv) Fourth, until the Class A Limited Partners shall have received cumulative distributions of Net Cash Flow in an amount equal to their Capital Contributions: 46.67% to the Class A Limited Partners and 53.33% to the General Partner; then

(v) The balance to the Partners in the following proportions: 35% to the Class A Limited Partners and 65% to the General Partner.

(c) No Partner has a right to distributions of capital except upon dissolution or as provided in this Agreement.

(d) All amounts withheld pursuant to the Code or any provision of any state or local tax law with respect to any payment or distribution to the Partnership or the Partners shall be treated as amounts distributed to the Partners pursuant to this Section 6.1 for all purposes under this Agreement. The General Partner may allocate any such amounts among the Partners in any manner that is in accordance with applicable law.

Section 6.2. Distribution of Sale Proceeds.

All Sale Proceeds shall be applied to the payment of the Partners with positive Capital Accounts, after giving effect to the allocation of gain or loss with respect to such Sale as provided in Article V, in the ratio that the positive Capital Account of each Partner bears to the sum of the positive Capital Accounts of all Partners after allocation.

Section 6.3. Record Date.

Holders of Units as of the date designated by the General Partner from time to time will be recognized as the record holders for purposes of distributions.

Section 6.4. Distributions with Respect to Unsold Units.

Distributions shall be allocated among the Class A Units in the same proportion that each Class A Unit bears to the total authorized Units. Any Distributions with respect to Units that are authorized but not issued shall be made to the General Partner in accordance with Section 5.3(a) of this Agreement.

ARTICLE VII.

BOOKS AND RECORDS, ACCOUNTING, TAX ELECTIONS, APPRAISALS, ETC.

Section 7.1. Tax Status and Reports; Tax Elections.

(a) The General Partner shall serve as the tax matters partner (the "TMP") as that term is defined in Code Section 6231, and the rules and regulations promulgated thereunder. Each Partner hereby approves of such designation and agrees to execute, certify acknowledge, deliver, swear to, file, and record at the appropriate public offices such documents as may be deemed necessary or appropriate to evidence such approval. To the extent and in the manner provided by applicable Code sections and Treasury Regulations, the TMP shall furnish the name, address, profits interest, and taxpayer identification number of each Partner (or assignee) to the Internal Revenue Service. The taking of any action and the incurring of any expense by the TMP in connection with any proceeding,

except to the extent required by law, is a matter in the sole discretion of the TMP and the provisions on limitations of liability of the General Partner and indemnification set forth in Article VIII shall be fully applicable to the TMP in its capacity as such.

(b) The General Partner shall, in its sole discretion, determine whether to make any available election pursuant to the Code, including, but not limited to, the elections under Code Sections 108, 168, 709, 754 and 1017.

(c) The TMP may be removed by approval of the Class A Limited Partners under the same procedures and for the same reasons set forth by Section 9.5 for removal of a General Partner for cause, and replaced in accordance with the procedures under Section 9.4. In the event that the TMP is removed or resigns, as provided hereby, the Substitute General Partner, if any, shall serve as the TMP, provided in no event shall the TMP be a Limited Partner. The TMP may resign provided that a Substitute General Partner agrees to serve.

(d) The TMP shall have all the powers of a TMP under Code Section 6221 et seq., and Treasury Regulations thereunder, provided that:

(i) TMP shall not have the power or authority to extend the period for assessing any tax as set forth in Code Section 6229(b)(1)(B) except with the approval of a majority of the Limited Partners in interest; and

(ii) the TMP may file a petition for readjustment of Partnership Items, after receipt of notice of the final partnership administrative adjustment, in the United States Tax Court, but in no event shall such petition be filed in another court of jurisdiction without consent of a majority of the Limited Partners in interest.

(e) The TMP shall be entitled to reimbursement from the Partnership for all reasonable costs and expenses incurred by him or it in complying with and carrying out his responsibilities as TMP, including the costs of bringing any petition and proceedings in the United States Tax Court or other courts of jurisdiction having jurisdiction over partnership tax matters.

Section 7.2. Accounting.

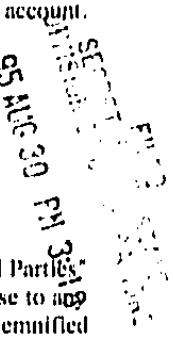
(a) The books of accounts of the Partnership shall be kept and maintained at all times at the place or places approved by the General Partner. The books of accounts shall be maintained on a cash or accrual basis as the General Partner shall determine. The books of account shall be in accordance with generally accepted accounting principles or practices with respect to the basis of accounting so selected, in accordance with generally accepted principles of tax basis accounting, consistently applied, and shall show all items of income and expense.

(b) Within thirty (30) days following the end of each month of each Fiscal Year of the Partnership, the General Partner shall deliver to each Limited Partner unaudited statements of operations and cash flow of the Partnership for the month just ended.

(c) At the expense of the Partnership, the General Partner shall cause the Partnership to engage independent accountants to conduct an annual review or audit within one hundred twenty (120) days after the close of the fiscal year of the Partnership. The report of such accountants together with a balance sheet for the Partnership at the end of the year and a statement of operations, statement of changes in financial position, and a statement of changes in partners' equity for the year then ended shall be delivered to the Limited Partners within forty-five (45) days after such audit is completed.

(d) Each Partner shall have the right at all reasonable times, during the usual business hours to audit, examine and make copies of or extracts from the books of account of the Partnership. Such right may be

exercised through any agent or employee of such Partner or by an independent certified public accountant designated by such Partner. Each Partner shall bear all expenses incurred in any examination made for such Partner's account.



ARTICLE VIII.

INDEMNIFICATION

Section 8.1. Indemnification.

(a) The General Partner and its officers, directors, and employees (the "Indemnified Parties" or the "Indemnified Party") shall have no liability, responsibility, or accountability in damages or otherwise to any other Partner or to the Partnership for, and the Partnership agrees to indemnify and hold harmless the Indemnified Parties from and against, any and all claims, demands, liabilities, costs, damages, losses, judgments, expenses, and causes of action of any kind or nature whatsoever, including, but not limited to, actions by one or more Partners either in their own right or derivatively on behalf of the Partnership, by reason of any act performed or omitted to be performed by such Indemnified Party in connection with the business of the Partnership, including all such liabilities under federal and state securities laws (including the Securities Act of 1933, as amended) as permitted by law. Expenses (including attorneys' fees through all trials, appeals, and administrative proceedings) actually and reasonably incurred by any Indemnified Party in defending any action, suit, or proceeding instituted or threatened against such Indemnified Party shall be paid by the Partnership in advance of the final disposition of such action, suit, or proceeding upon a preliminary determination by the General Partner that such Indemnified Party will be entitled to indemnification pursuant hereto and upon receipt by the Partnership of a written undertaking by or on behalf of such Indemnified Party to repay such amounts unless it shall ultimately be determined that such Indemnified Party is entitled to be indemnified by the Partnership pursuant to this Section. Indemnification as provided for above shall continue as to the Indemnified Party after such Indemnified Party has ceased to be a General Partner or an officer, director, or employee of the General Partner. Except with regard to a partnership derivative suit, as a condition of the Indemnified Party's right to be indemnified hereunder, the Indemnified Party shall grant the Partnership the right to assume and control the defense or settlement of any claim made or threatened against the Indemnified Party for which indemnification is provided hereunder. Provided, however, that the Indemnified Party shall not be entitled to indemnification when the claim, demand, liability, cost, damage, or cause of action is based upon the gross negligence, willful malfeasance, fraud, or bad faith of the Indemnified Party and such Indemnified Party is unsuccessful in his defense.

(b) The General Partner is authorized to cause the Partnership to carry, at Partnership expense, such liability insurance as the General Partner deems necessary to implement this Section, but such insurance shall not relieve the Partnership or the General Partner of their obligations hereunder.

ARTICLE IX.

WITHDRAWAL OF THE GENERAL PARTNER

Section 9.1. Events of Withdrawal of the General Partner.

A General Partner shall be deemed to have withdrawn from the Partnership upon the occurrence of any of the following events with respect to such General Partner and such withdrawal shall not be in violation of Section 9.2(a) below.

(a) The assignment of all of the interest of the General Partner as permitted under Section 9.2 below;

(b) In the case of the General Partner who is a natural person, the death of such General Partner or the entry of a judgment by a court of competent jurisdiction adjudicating such General Partner to be incompetent to manage his personal estate;

(c) In the case of a General Partner acting as General Partner by virtue of being a trustee of a trust, the termination of such trust (but not merely the substitution of a new trustee);

(d) In the case of a General Partner that is a partnership, the dissolution and winding up of the affairs of such separate partnership;

(e) In the case of a General Partner that is a corporation, the filing of articles of dissolution, or its equivalent for the corporation or the revocation of its charter;

(f) In the case of a General Partner that is an estate, the distribution by the fiduciary of the estate's entire interest in the Partnership;

(g) The making of an assignment for the benefit of creditors; filing a voluntary petition in bankruptcy; the adjudication of the General Partner as a bankrupt or insolvent or becoming the subject of an order for relief under the bankruptcy laws; filing an answer or petition seeking for itself any reorganization, arrangement, or similar relief under any statute, law or regulation; the filing of an answer or other pleading admitting or failing to contest the material allegations of a petition filed against it in any proceeding of this nature; or seeking, consenting to, or acquiescing in the appointment of a trustee, receiver, or liquidator of all or any substantial part of its property;

(h) The failure, within one hundred twenty (120) days after commencement, to cause the dismissal of any proceeding to attach or charge his Partnership interest or seeking reorganization, arrangement, composition, readjustment, or liquidation, dissolution, or similar relief under any statute, law or regulation; or if within ninety (90) days after a court order attaching or charging its Partnership interest or appointing without its consent or acquiescence, a trustee, receiver or liquidator of such General Partner, the order or appointment is not vacated or stayed, or within ninety (90) days after the expiration of such stay, the order or appointment is not vacated; or

(i) The removal of the General Partner pursuant to Section 9.5; or

(j) The voluntary withdrawal of the General Partner as provided in Section 9.3 below.

Section 9.2. Restriction on Withdrawal and Assignment by the General Partners.

(a) Except as provided in Section 9.1 above, a General Partner may not voluntarily or involuntarily withdraw from the Partnership without the unanimous approval of the Partners.

(b) Subject to the terms and conditions of the Franchise Agreement, a General Partner may assign his interest in the Partnership. In such event the General Partner shall not be deemed to have withdrawn from the Partnership and shall not be released from any of its obligations under this Agreement unless his assignee is substituted for the General Partner in accordance with Section 9.4 below. The assignee of a General Partner has no right to perform the duties of the General Partner but shall only be entitled to receive the cash or other property from the Partnership attributable to the interest acquired by reason of such assignment. An assignee of a General Partner shall not become a substituted General Partner except as provided in Section 9.4 below.

(c) Any sale or transfer of the shares of the General Partner that has the result of Roy C. Hockman having less than 50% of the voting interest in the General Partner shall be deemed to be a withdrawal of

the General Partner in violation of Section 9.2(a) above unless the transfer is approved as required in the Franchise Agreement.

(d) A General Partner shall be deemed to have involuntarily withdrawn from the Partnership in violation of Section 9.2(a) above if such General Partner is removed by the Limited Partners under and pursuant to the authority set forth in Section 9.5 of this Partnership Agreement.

Section 9.3. Voluntary Withdrawal.

Subject to the provisions of the Franchise Agreement, the General Partner may voluntarily withdraw from the Partnership at any time provided that (a) the Partnership shall have received an opinion of counsel to the Partnership to the effect that such withdrawal will not constitute a termination of the Partnership or otherwise materially adversely affect the status of the Partnership for federal income tax purposes; and (b) if the General Partner proposing to withdraw is then the sole General Partner, or if such voluntary withdrawal shall require the admission of a new General Partner in order to preserve the status of the Partnership as a partnership for federal income tax purposes, a new General Partner shall have been substituted in accordance with Section 9.4 below; and (c) the new General Partner, if any, is approved as required in the Franchise Agreement.

Section 9.4. Substitution or Addition of a General Partner.

A General Partner, or the legal representative, successor or heirs of a General Partner, may designate a person(s) to become a substitute General Partner(s) with respect to such General Partnership interest as may be agreed upon by the General Partner and the designated person(s). Any person so designated shall become a substitute General Partner with respect to such Partnership interest upon satisfaction of the following conditions: (i) such designated person shall agree in writing to be bound by the terms and conditions of this Partnership Agreement; (ii) such designated person shall satisfy the then applicable provisions of the Code and any applicable Treasury Regulations, rules and rulings (including published private rulings) thereunder, so that the Partnership will be classified as a partnership for federal income tax purposes; (iii) all of the Partners shall have consented in writing to the admission of such designated person as a substituted General Partner; and (iv) such person is approved as the substituted General Partner as required in the Franchise Agreement.

Section 9.5. Removal of the General Partner.

Subject to the terms and conditions specified in this Section 9.5, any General Partner may be removed and a replacement therefor selected upon the written consent of a Majority of Interest of the Class A Limited Partners. The rights of the Class A Limited Partners to remove a General Partner and select a replacement therefor shall be of no effect and may not be exercised unless and until prior to such exercise: (i) a Florida court having appropriate jurisdiction has entered a final judgment to the effect that such General Partner has committed an act (or omitted to take action) under circumstances which involve gross negligence, willful misconduct or other material breach of this Agreement or such General Partner's fiduciary responsibilities respecting the Partnership; (ii) either (A) the Partnership has received an opinion of counsel, which counsel is satisfactory to a Majority in Interest of the Class A Limited Partners, that such action may be effected without subjecting the Limited Partners to liability as general partners under the Act, or (B) a Florida court having appropriate jurisdiction has entered a final judgment to the foregoing effect; and (iii) either (A) the Partnership has received an opinion of counsel, which counsel is satisfactory to a Majority in Interest of the Class A Limited Partners, that such action may be effected without changing the Partnership's status for tax purposes, or (B) either a court having appropriate jurisdiction has entered a judgment, or the Internal Revenue Service has issued a ruling, to the foregoing effect.

Section 9.6. Continuation of the Partnership Business.

(a) In the event of the withdrawal of a General Partner, the remaining General Partner(s), if any, and if none, the withdrawing General Partner, shall immediately send notice of such withdrawal to each Limited Partner. In such event, the General Partner hereby covenants and agrees, unless there is no remaining General Partner or substitute General Partner, to elect to continue the business of the Partnership for the balance of the term specified in Section 2.1 above, and the interest of the withdrawing General Partner shall be converted to that of a Limited Partner, and the withdrawing General Partner shall thereafter have the rights and obligations of a Limited Partner in the Limited Partnership with respect to its interest, provided that all allocations of profit and loss and distributions shall be made as if the withdrawing General Partner had continued in its capacity as General Partner.

(b) In the event of the withdrawal of the sole General Partner, (i) the Limited Partners shall have the right, by agreement in writing, to continue the business of the Partnership with a new General Partner approved by the Limited Partners within 90 days from the date of withdrawal of the sole General Partner; (ii) the withdrawing General Partner shall use its best efforts to propose for admission, in the manner set forth in Section 9.4 above, a substitute General Partner or Partners, such proposal to be subject to approval of the Limited Partners as herein provided, in their sole discretion, without limiting the right of the Limited Partners to propose and approve a different substitute General Partner or Partners; and (iii) the interest of the withdrawing General Partner in the profits and distributions of the Partnership which is not converted to an interest as a Limited Partner in the Partnership shall be transferred to a substitute General Partner as provided below in this subparagraph. Each Limited Partner who is the same person as the withdrawing General Partner or controls, or is controlled by, or is under common control with, the withdrawing General Partner, hereby irrevocably agrees to elect in writing to continue the Partnership business if the other Limited Partners so elect and to approve in writing any substitute General Partner who may be approved in writing by the other Limited Partners. In the event the Limited Partners elect to continue the business of the Partnership and to have the interests of the withdrawing General Partner transferred to a substitute General Partner, the withdrawing General Partner hereby covenants and agrees to transfer to the substitute General Partner approved by the Limited Partners its interest as General Partner. The withdrawing General Partner shall have no obligation to transfer its interest to the newly designated General Partner unless and until it shall have received fair value for such interest and shall have been furnished a written agreement providing for the indemnification of the withdrawing General Partner by the Partnership and the newly designated General Partner for all liabilities incurred by the Partnership prior to the withdrawal of such General Partner. The "fair value" of the withdrawing General Partner shall be an amount equal to the Sales Proceeds that would be distributed to the General Partner if the Project is sold at "Fair Market Value" as defined and as determined in accordance with the procedure set forth in Section 13.2 of this Agreement, except the Partnership shall be substituted for the "Class B Limited Partner."

Section 9.7. Liability of Withdrawing General Partner.

In the event that the General Partner withdraws from the Partnership in violation of Section 9.2 above, such withdrawal shall not release such General Partner from any liability to the Partnership or any other Partner, and such withdrawal shall constitute and be deemed to be a violation of and default under this Agreement, and the Partnership and Partners shall be entitled to recover from such General Partner any and all losses, liability, costs, expenses or damages of any nature whatsoever (including but not limited to attorney's fees and other costs of litigation) incurred or sustained by the Partnership or any other Partner or Partners as a result thereof. The Partnership may offset the damages against the amounts, if any, otherwise or thereafter distributable to such General Partner in any capacity or to anyone else claiming through or under such General Partner or regarding amounts relating to or arising from or through such General Partner's interest in the Partnership. A withdrawing General Partner, however, shall not incur any obligation or liability on account of the business of the Partnership or the activities of the General Partner conducted after its withdrawal.

ARTICLE X.

MEETINGS AND VOTING RIGHTS

Section 10.1. Meetings.

(a) The General Partner may at any time call a meeting of the Partners or for a vote of the Partners without a meeting on matters with respect to which they are required or permitted to vote or consent and shall call for such meeting or vote following receipt of written request therefor from a Majority in Interest of the Class A Limited Partners. The General Partner shall notify all Partners as to the time and place of the Partnership meeting, if called, and the general nature of the business to be transacted thereat, or if no such meeting has been called, of the matter or matters to be voted upon and the date upon which the vote will be counted. All expenses of the voting and such notification shall be borne by the Partnership.

(b) A notice of any such meeting shall be given either personally or by mail, not less than fifteen (15) days nor more than sixty (60) days before the date of the meeting, to each Limited Partner. Such notice shall be in writing, and shall state the place, date and hour of the meeting, and shall indicate that it is being issued at or by the direction of the Partner or Partners calling the meeting. The notice shall state the purpose or purposes of the meeting. If a meeting is adjourned to another time or place, and if any announcement of the adjournment of time or place is made at the meeting, it shall not be necessary to give notice of the adjourned meeting. No notice of the time, place or purpose of any meeting of Limited Partners need be given to any Limited Partner who attends in person or is represented by proxy (except when a Limited Partner attends a meeting for the purpose of objecting at the beginning of the meeting to the transaction of any business on the ground that the meeting is not duly called or convened), or to any Limited partner entitled to such notice who, in writing, executed and filed with the records of the meeting, either before or after the time thereof, waives such notice.

(c) For the purpose of determining the Limited Partners entitled to vote on, or to vote at, any meeting of the Partnership or any adjournment thereof, the General Partner may fix, in advance, a date as the record date for any such determination of Limited Partners. Such date shall not be more than sixty (60) days nor less than fifteen (15) days before any such meeting.

(d) Each Limited Partner may authorize any person or persons to act for him by proxy in all matters in which a Limited Partner is entitled to participate, whether by waiving notice of any meeting, or voting or participating at a meeting. Every proxy must be signed by the Limited Partner or his attorney-in-fact.

Section 10.2. Quorum for Meetings.

There shall be deemed to be a quorum at any meeting of the Partners at which the voting power of the Partners attending such meeting constitutes the necessary majority of the voting power of the Partners entitled to vote at such meeting which is required to approve the matters considered at the meeting.

Section 10.3. Voting Power.

The voting power of a Partner on any matter shall be equal to his percentage for the allocation of Net Profits as provided in Section 5.1(a)(ii) hereof. The voting power of the Partners on any matter shall be the sum of the voting power of each of the Partners entitled to vote on such matter. The voting power of the Partners for all purposes of this Agreement shall be determined as of the record date for giving of notice of meeting or the date of any action without a meeting, as the case may be.

Section 10.4. Action by Partners at Meetings.

Any action or consent which may be taken or made by the Partners under the Agreement may be taken at a meeting by the affirmative vote or written consent of a Majority in Interest of the Partners unless otherwise specified herein.

Section 10.5. Action by Partners Without a Meeting.

Any matters as to which the Partners are authorized to take action or consent under this Agreement may be taken or made without a meeting by consent of the required majority of the Partners obtained in writing. The General Partner shall provide all of the Partners written notice of any action taken by written consent of less than all of the Partners promptly after such action has been so taken.

ARTICLE XI.

LIMITED PARTNERS

Section 11.1. Management.

Except as specifically provided herein, the Limited Partners shall take no part in the conduct or control of the Partnership business, shall have no right to vote on any matter concerning the management and affairs of the Partnership, shall have no authority or power to act for or to bind the Partnership, shall be liable only to make Capital Contributions in accordance with the provisions hereof, shall not be required to lend any funds to the Partnership, and shall not be liable for the debts, liabilities, contracts or any other obligations of the Partnership. The Limited Partners shall have no rights other than those provided for herein or those granted by the Partnership Act that are not inconsistent with any provision hereof.

Section 11.2. Rights of Limited Partners.

The Limited Partners shall have the following rights, powers, privileges, duties and liabilities:

(a) The Limited Partners shall be entitled to such reports as are set forth in Article VII of this Agreement and shall have the right to obtain from the General Partner upon reasonable demand other information regarding the affairs of the Partnership as is just and reasonable.

(b) The Limited Partners shall receive from the Partnership any Distributions provided for in this Partnership Agreement. Except as herein provided, no Limited Partner has any priority over the other Limited Partners with respect to any Distributions.

(c) Except as provided herein, the Limited Partners shall not have the right to demand the return of their Capital Contributions; to demand and receive property other than cash for their Capital Contributions; or to bring an action for partition against the Partnership.

(d) The Limited Partners or their duly authorized representatives shall be entitled, at reasonable times and at the office designated in Section 2.4, to inspect and copy, at its expense, the records required to be maintained by the General Partner pursuant to this Agreement and the Partnership Act.

(e) The Limited Partners shall have the right to consider and vote upon certain actions proposed to be taken by the General Partners in accordance with the provisions of this Agreement.

Section 11.3. Liability.

The liability of the Limited Partners is limited to the Capital Contributions, and the Limited Partners shall not be bound by, or be personally liable for, any expenses, liabilities or obligations of the Partnership; provided, however, that Capital Contributions of the Limited Partners shall be subject to the risk of the business of the Partnership and be subject to the claims of creditors of the Partnership. In addition, (i) if any portion of the Limited Partner's Capital Contribution to the Partnership is returned to him in accordance with the terms of this Agreement, such Limited Partner will be liable to the Partnership for a period of one year thereafter for the amount of the Capital Contribution returned to such Limited Partner, but only to the extent that such return of Capital Contribution is necessary to discharge the Partnership's liabilities to creditors who extended credit to the Partnership during the period such Limited Partner's Capital Contribution was held by the Partnership; and (ii) if any portion of the Limited Partner's Capital Contribution to the Partnership is returned to him in violation of the terms of this Agreement, such Limited Partner will be liable to the Partnership for a period of six years thereafter for the amount of the Capital Contribution wrongfully returned to such Limited Partner. Partnership creditors shall have no right to look to and are hereby notified that they may not look to the personal estate of the Limited Partners for satisfaction of a Partnership debt.

ARTICLE XII.

TRANSFERABILITY OF CLASS A LIMITED PARTNERSHIP INTERESTS

Section 12.1. Assignment of Class A Limited Partnership Interests.

(a) Subject to the provisions of Section 12.3 of this Agreement, a Class A Limited Partner shall have the right to assign his Units in the Partnership by a written assignment in accordance with the provisions hereof. Without the written consent of the General Partner, such assignment may not be a fractional assignment but must be an assignment of a whole Unit, except that a fractional assignment will be permitted if it is an assignment of the assignor's entire interest in the Partnership. The assignment shall not be in contravention of any of the provisions of this Agreement. Any attempted assignment of Units that is prohibited by this Agreement or which is in contravention of this Agreement shall be ineffective to transfer the Units. Each assignment shall be duly executed by the assignor and assignee and received by the Partnership and recorded on the books thereof, subject to the following:

(i) An assignment of the Units in the Partnership shall be recorded on the books of the Partnership and the assignee shall be entitled to receive Distributions attributable to the Units acquired by reason of such assignment from and after the effective date of the assignment of such interest to him except as provided in Section 12.1(a)(v) below. Any other arrangement between the assignor and assignee as to distributions shall not obligate the Partnership to distribute cash to a Person who, at the time of such distribution, is not a Class A Limited Partner. Unless otherwise approved by the General Partner, the "effective date" of an assignment shall be the first day of the calendar month following the receipt by the Partnership of the written instrument of assignment.

(ii) The Net Profits and Net Losses attributable to the limited partner interest acquired by reason of such assignment shall be divided among and allocated between the assignor and assignee of such interest as of the effective date of the assignment of such interest.

(iii) The division and allocation between assignor and assignee of Net Profits and Net Losses attributable to such Partnership interests during such fiscal year, as measured by the effective date of the assignment, shall be based on the period that such interest was owned by each of them in accordance with Section 706(d) of the Code using any convention permitted by law and selected by the General Partner.

(iv) A transfer fee shall be paid to the Partnership that is sufficient to cover all reasonable expenses (including legal fees) connected with such assignment, as such fee is from time to time determined by the General Partner.

(v) Anything herein to the contrary notwithstanding, both the Partnership and the General Partner shall be entitled to treat the assignor of such interest as the absolute owner thereof in all respects, and shall incur no liability for distributions of cash or other Property made in good faith to him, until such time as the written assignment has been received by, and recorded on, the books of the Partnership.

(b) Anything herein to the contrary notwithstanding, no transfer or assignment of any Units may be made during any Fiscal Year if (i) that transfer or assignment would, in the opinion of legal counsel to the Partnership, result in the termination of the Partnership for the purposes of the then applicable provisions of the Code unless such termination is approved by a Majority in Interest of the Partners or such transfer or assignment is in connection with the sale or other disposition of the Project, (ii) in the opinion of legal counsel to the Partnership, it would result in the Partnership being treated as an association taxable as a corporation, or (iii) such transfer is effectuated through an "established securities market" or a "secondary market (or the substantial equivalent thereof)" within the meaning of the Code.

(c) Notwithstanding any other provision of this Agreement, no owner of Units may assign or transfer, or make any disposition of his Units, without first delivering to the General Partner a written notice of the proposed transfer, whereupon the General Partner may, in its discretion, as a condition of consent, require an opinion of counsel acceptable to the General Partner stating that the proposed disposition will not result in the violation of any provisions under the Securities Act of 1933 and the rules and regulations thereunder or any other applicable federal or state securities laws, rules, and regulations or this Agreement.

Section 12.2. Substitution of Class A Limited Partner.

(a) No permitted assignee of the Units shall have the right to become a substitute Class A Limited Partner in place of his assignor unless all of the following conditions are satisfied:

(i) the duly elected written instrument of assignment (in form approved by the General Partner) that has been filed with the Partnership sets forth the intention of the assignor that the assignee become a substitute Class A Limited Partner in his place;

(ii) the assignor and assignee execute, swear to, or acknowledge such other instruments as the General Partner may deem necessary or desirable to effect such admission, including the written acceptance and adoption by the assignee of the provisions of this Agreement;

(iii) the written consent of the General Partner to such substitution shall be obtained, the granting or denial of which shall be within the sole and absolute discretion of the General Partner;

(iv) the certificate evidencing the Unit(s) assigned is endorsed for transfer and delivered to the Partnership for re-issuance to the assignee.

(b) The General Partner may elect to treat an assignee who has not become a substitute Class A Limited Partner as a substitute Class A Limited Partner in the place of his assignor should it deem, in its sole discretion, that such treatment is in the best interests of the Partnership for any purpose whatsoever. All Limited Partners hereby consent to the admission of substitute Class A Limited Partners in accordance with the provisions of this Agreement.

(c) No consent of any of the Class A Limited Partners is required to effect the substitution of a Class A Limited Partner, except that a Class A Limited Partner who assigns his interest must evidence his intention that his assignee be admitted as a substitute Class A Limited Partner in his place and execute any instruments required by the General Partner in connection therewith.

(d) Notwithstanding any other provision of this Agreement to the contrary, no Person who is insane, incompetent, has not attained his legal majority, or who is not lawfully empowered to own such interest, or who is unsuited to be a Class A Limited Partner due to his or its affiliation with a competitor of the Partnership or due to his moral character, business reputation, or financial capacity, and any assignment or transfer directly to a Person or entity under any such disability may be disregarded by the Partnership in its discretion.

(e) Subject to the provisions of this Section 12.2, each Class A Limited Partner and each substitute Class A Limited Partner, whether or not such Person becomes a signatory hereof, shall be deemed, solely by reason of having become a Class A Limited Partner, to have adopted and to have agreed to be bound by all the provisions of this Agreement. Without limiting the foregoing, each Class A Limited Partner and substitute Class A Limited Partner shall take any action requested by the General Partner (including, without limitation, executing this Agreement or such other instrument or instruments as the General Partner shall determine) to reflect such Person's adoption of, and agreement to be bound by all the provisions of, this Agreement.

Section 12.3. Right of First Refusal.

(a) The Partners agree that it is in their best interests and in the best interests of the Partnership to make provision for the future disposition of the Units. No Class A Limited Partner shall sell, assign, give, pledge, encumber, or otherwise transfer all or any part of any Units except as provided in this Section 12.3(a); provided, however, the provisions of this Section 12.3(a) shall not apply to bona fide transfer without consideration for estate planing purposes, nor shall it apply in the event of a transfer pursuant to the will of a Class A Limited Partner or intestate succession upon the death of a Class A Limited Partner. Any transfer permitted hereunder shall be of all of the Units owned by such Class A Limited Partner unless otherwise consented to in writing by the General Partner. Subject to any restrictions relating to federal and state securities laws, any restrictions on transfer contained in the other provisions of this Section 12, any restrictions or rights of first refusal set forth in the Franchise Agreement, any such Class A Limited Partner may sell, transfer, or assign his Units provided that such Class A Limited Partner first delivers written notice to the Partnership stating the name and residence address of the transferee, setting forth the purchase price and terms of such transfer, and certifying that the proposed transfer is bona fide in all respects. The Partnership shall, for a period of 60 days after the receipt by the Partnership of such written notice, have the right to purchase the Units intended to be transferred at the purchase price and upon the terms which such Units are proposed to be sold as stated in the aforesaid written notice. If the Partnership does not elect to purchase such Units, the General Partner shall have the right to purchase such Units at the same purchase price and upon the same terms. In the event that the Partnership and the General Partner fail to purchase such Units within 60 days after their receipt of the aforesaid written notice, the Class A Limited Partner shall be free to sell such Units to such transferee but only strictly in accordance with the purchase price and terms set forth in such written notice; but in the event that such Class A Limited Partner fails to transfer such Units to such transferee, such Units shall remain subject to the provisions hereof.

(b) Regardless of the transfer of any Units as permitted by Section 12.3(a), such Units shall remain subject to the provisions of Section 12.3(a). Upon request of the Partnership, the transferee shall acknowledge in writing that such Units transferred remain subject to the provisions of Section 12.3(a). The making of any transfer permitted by Section 12.3(a) shall not relieve or alter the transferor Class A Limited Partner's obligations under Section 12.3(a), and the Partnership may enforce such obligations directly against the transferor Class A Limited Partner as if such transfer had not occurred.

(c) In addition to all restrictions on transfer of Units contained in this Section 12.3, the transfer of Units shall also be subject to the transfer restrictions and right of first refusal granted to Outback Steakhouse of Florida, Inc., a Florida corporation, under the Franchise Agreement.

(d) The restrictions set forth in this Section 12.3 shall also apply to any transfer, assignment, sale, or encumbrance of any stock or other equity interest in any Class A Limited Partner. Each Class A Limited Partner agrees to impose such transfer restrictions on its stock or other equity interests and to enter into such agreements with its shareholders or other holders of equity interests providing that they will at all times be in compliance with the terms of this Section 12.3.

(e) In addition to such legends referring to restrictions on transfer relating to federal and state securities laws, each certificate representing the Units, if any, shall be stamped with a legend in substantially the following form:

> "The transfer of these securities is restricted by and subject to a right of first refusal set forth in the provisions of the Limited Partnership Agreement and a Franchise Agreement, copies of which are on file at the office of the Partnership. The Partnership will furnish to any Limited Partner upon request and without charge a full statement setting forth such restrictions."

Section 12.4. Amendment to Partnership Agreement.

Each substitute Class A Limited Partner shall be admitted to the Partnership on the books and records of the Partnership. Upon the admission of any substitute Class A Limited Partners, an amendment to this Agreement, reflecting such admission, shall be filed with the Florida Department of State. Such amendment shall amend this Agreement to reflect the names, addresses and Capital Contributions of such substitute Class A Limited Partners and shall set forth the agreement of such additional Class A Limited Partners to be bound by all the provisions of this Agreement.

Section 12.5. Distributions and Allocations in Respect to Transferred Interests.

If any ownership interest in the Partnership is transferred during any accounting period in compliance with the provisions of this Article XII, profits, losses, and each item thereof and all other items attributable to the transferred ownership interest for such period shall be divided and allocated between the transferor and the transferee by taking into account their varying interests during the period in accordance with Code Section 706(d), using any convention permitted by law and selected by the General Partner.

ARTICLE XIII.

TRANSFERABILITY OF A CLASS B LIMITED PARTNERSHIP INTEREST

Section 13.1. Assignment and Substitution.

The Class B Limited Partner shall have no right to assign his Class B Limited Partnership Unit or any portion thereof in the Partnership or to have any person substituted in his place as a Class B Limited Partner without the prior written consent of the General Partner. It is understood and agreed that the General Manager is being offered the opportunity to subscribe for and purchase his Class B Limited Partnership Unit in accordance with and as required by the Franchise Agreement and that the transferability of such interest is restricted and subject to the provisions of this Article XIII by reason of the personal nature of such interest. The General Manager has executed the Employment Agreement which provides for an initial term of five years from its effective date (the "Initial Term") and the General Partner and the Partnership desire to retain the right to purchase the General Manager's

interest as a Class B Limited Partner upon termination of his employment as General Manager under the terms and conditions set forth in Section 13.2 below in order to be able to substitute a new General Manager as a Class B Limited Partner.

Section 13.2. Right to Repurchase Interest of Class B Limited Partner.

(a) In the event that either (i) the Employment Agreement is terminated by the Partnership for cause (as provided therein) at any time prior to the expiration of the Initial Term; or (ii) the General Manager voluntarily terminates his employment with the Partnership at any time prior to the expiration of the Initial Term, then the General Manager shall sell, and the Partnership shall purchase all of the interest of the General Manager as a Class B Limited Partner at a purchase price of $25,000 payable in good funds at a closing to be held at a mutually agreeable time and place in Birmingham, Alabama, not later than thirty (30) days after such termination of employment.

(b) The Partnership shall have the right and option to purchase all of the interest of a Class B Limited Partner on the terms and conditions hereinafter set forth upon the occurrence of any of the following:

(i) the death of the Class B Limited Partner; or

(ii) the General Manager voluntarily terminates his employment with the Partnership at any time after the expiration of the Initial Term; or

(iii) the Partnership terminates the employment of the Class B Limited Partner as its General Manager for "cause" (as defined in the Employment Agreement) at any time after the expiration of the Initial Term or at any time for any reason other than "cause."

The Partnership shall exercise its option by delivery of written notice to the Class B Limited Partner within thirty (30) days after the occurrence of such event. Upon the exercise of the option, the Class B Limited Partner shall be obligated to sell, and the Partnership having exercised the option shall be obligated to purchase, not less than all of the interest of the Class B Limited Partner on the terms and conditions hereinafter set forth. The closing for the purchase and sale of the Class B Limited Partner's interest shall take place at a mutually agreeable time and place in Birmingham, Alabama, not later than 90 days after delivery of the notice. The purchase price shall be an amount equal to the amount of Sale Proceeds that would be distributed to the Class B Limited Partner under Section 6.2 assuming a Sale at a cash price equal to the Fair Market Value of the Project. The purchase price shall be paid in five equal annual installments of principal commencing one year following the date of closing. The purchase price shall be evidenced by a promissory note of the Partnership or the General Partner, as the case may be, bearing simple interest at the applicable federal rate of interest published by the Internal Revenue Service as in effect at the date of closing, such rate of interest being the minimum rate of interest required to avoid recharacterization of principal payments under said note as interest for federal income tax purposes. Interest accrued on the Note shall be due and payable, as accrued, on the due dates for the installments of principal. Notwithstanding the aforesaid, the principal of the Note and all accrued interest thereon shall become due and payable in full upon any Sale of the Project.

For purposes of this Section 13.2, the "Fair Market Value" of the Project shall be determined by mutual agreement of the General Partner and the Class B Limited Partner selling his interest. If said parties are unable to reach an agreement as to the Fair Market Value within 30 days after termination of employment, then each of the General Partner and the Class B Limited Partner shall select an appraiser who shall make an appraisal of the Project. If the difference in the two appraisals is no greater than 10% of the highest appraisal, then the Fair Market Value shall be the average of the two appraisals. If the difference in the two appraisals is greater than 10% of the amount of the highest appraisal, then the two appraisers shall select a third appraiser who shall then make an appraisal of the Project and the Fair Market Value shall be the average of the two appraisals closest in value. The

Partnership and the General Partner agree that each appraiser shall be given reasonable access to the Project and the books and records with respect to its business operations during normal business hours. Any appraiser to be qualified to conduct an appraisal hereunder shall be independent, an MAI appraiser or its equivalent, and shall be reasonably competent in terms of experience and/or education to appraise the value of a restaurant as a going concern. The cost of the appraiser appointed by each party shall be borne by each such party and the cost of the third appraiser, if any, shall be divided equally between the parties.

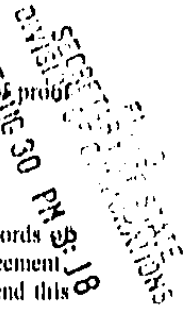
Section 13.3. Noncompetition.

(a) For a period of two (2) years after Closing, the Class B Limited Partner selling his interest (the "Selling Partner") shall not, individually or jointly with others, directly or indirectly, whether for his own account or for that of any other person or entity, own or hold any ownership interest in any Person engaged in a restaurant business the same as or similar to the restaurant business of the Partnership, and which is located or intended to be located anywhere within a radius of fifteen (15) miles of the Project or any restaurants or proposed restaurants owned or operated by the Partnership or an Affiliate, and Selling Partner shall not act as an officer, director, employee, partner, independent contractor, consultant, principal, agent, proprietor, or in any other capacity for, nor lend any assistance (financial or otherwise) or cooperation to, any such Person; provided, further, however, that it shall not be a violation of this Section 13.3 for the Selling Partner to own a one percent (1%) or smaller interest in any corporation required to file periodic reports with the Securities and Exchange Commission. The term "proposed restaurant" shall include all locations for which the Partnership or an Affiliate is conducting active, bona fide negotiations to secure a fee or leasehold interest with the intention of establishing a restaurant thereon.

(b) The parties hereto recognize and acknowledge that the geographical and time limitations and other restrictions contained in this Section 13.3 are reasonable and properly required for the adequate protection of the Partnership's and the Franchisor's interests. Selling Partner acknowledges that the Franchisor is the owner of the Outback Steakhouse® trademarks and restaurant operating system and will, as requested by the Partnership, provide to Selling Partner training in and confidential information concerning the Outback Steakhouse® restaurant operating system in reliance on the covenants contained herein. The parties agree that the covenants and restrictions contained in this Section 13.3 are intended to benefit each of the Partnership and the Franchisor, and each such intended beneficiary shall have an independent right to enforce any and all covenants and restrictions contained in this Section 13.3. It is agreed by the parties hereto that if any portion of the restrictions contained in this Section 13.3 are held to be unreasonable, arbitrary, or against public policy, then the restrictions shall be considered divisible, both as to the time and to the geographical area, with each month of the specified period being deemed a separate geographical area, so that the lesser period of time or geographical area shall remain effective so long as the same is not unreasonable, arbitrary, or against public policy. The parties hereto agree that in the event any court of competent jurisdiction determines the specified period or the specified geographical area of the restricted territory to be unreasonable, arbitrary, or against public policy, a lesser time period or geographical area which is determined to be reasonable, nonarbitrary, and not against public policy may be enforced against Selling Partner. If Selling Partner shall violate any of the covenants contained herein and if any court action is instituted by the Partnership or the Franchisor to prevent or enjoin such violation, then the period of time during which the Selling Partner's business activities shall be restricted, as provided in this Agreement, shall be lengthened by a period of time equal to the period between the date of the Selling Partner's breach of the terms or covenants contained in this Agreement and the date on which the decree of the court disposing of the issues upon the merits shall become final and not subject to further appeal.

(c) Selling Partner agrees that the remedy at law for any breach by him of the covenants contained in Section 13.3 hereof will be inadequate and would be difficult to ascertain and, therefore, in the event of the breach of threatened breach of any such covenants, the Partnership and the Franchisor, in addition to any other remedy, shall have the right to enjoin Selling Partner from any threatened or actual activities in violation thereof; and Selling Partner hereby consents and agrees that temporary and permanent injunctive relief may be

granted in any proceedings which might be brought to enforce any such covenants without the necessity of proof of actual damages.



Section 13.4. Amendment to Partnership Agreement.

Each substitute Class B Limited Partner shall be admitted to the Partnership on the books and records of the Partnership. Upon the admission of any substitute Class B Limited Partners, an amendment to this Agreement reflecting such admission, shall be filed with the Florida Department of State. Such amendment shall amend this Agreement to reflect the names, addresses and Capital Contributions of such substitute Class B Limited Partners and shall set forth the agreement of such additional Class B Limited Partners to be bound by all the provisions of this Agreement.

Section 13.5. Distributions and Allocations in Respect to Transferred Interests.

If any ownership interest in the Partnership is transferred during any accounting period in compliance with the provisions of this Article XIII, profits, losses, and each item thereof and all other items attributable to the transferred ownership interest for such period shall be divided and allocated between the transferor and the transferee by taking into account their varying interests during the period in accordance with Code Section 706(d), using any convention permitted by law and selected by the General Partner.

ARTICLE XIV.

DISSOLUTION AND WINDING UP

Section 14.1. Dissolution.

The Partnership shall dissolve upon the occurrence of any of the following:

(a) Upon the expiration of the term of the Partnership; or

(b) Upon the sale of all or substantially all of the Partnership Assets to any Person; or

(c) At the election of the General Partners and a Majority in Interest of the Class A Limited Partners; or

(d) Upon the occurrence of an event of withdrawal, as defined in Section 9.1, of the General Partner, and the failure of the Limited Partners to elect a successor within ninety (90) days of such event of withdrawal; or

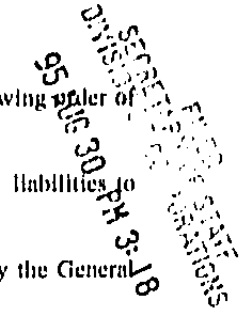
(e) Upon the bankruptcy or insolvency of the Partnership; or

(f) Upon the termination of the Franchise Agreement; or

(g) Entry of a decree of judicial resolution under Section 620.158 of the Partnership Act.

Section 14.2. Winding Up.

(a) Upon a dissolution of the Partnership, the General Partner shall take full account of the Partnership's liabilities and assets and such assets shall be liquidated as promptly as is consistent with obtaining



the fair market value thereof and the proceeds therefrom shall be applied and distributed in the following order of priority:

(i) To the payment and discharge of all of the Partnership's debts and liabilities to creditors, including debts and liabilities to creditors who are Partners;

(ii) To the establishment of any necessary reserves deemed appropriate by the General Partner; and

(iii) To the Partners in accordance with Article VI.

(b) Notwithstanding the foregoing, at the election of the General Partner and the Limited Partners, the General Partner may, upon the dissolution of the Partnership, distribute the Partnership's liabilities and assets consisting of promissory notes, other evidences of indebtedness and other securities (and not assets tangible or intangible, used in the operation of the business of the Partnership) to the Partners in kind in lieu of liquidating the Partnership's assets as provided in subsection (a) of this Section, provided that all such in kind distributions are made to the Partners in accordance with Article VI.

(c) If the Partnership is dissolved because of the reason stated in Section 9.1(d) or 9.1(e), the Limited Partners shall conduct the winding up of the Partnership's affairs.

(d) The Partnership's Certificate of Limited Partnership shall be cancelled in accordance with the requirements of law upon the dissolution and the completion of winding up the Partnership.

ARTICLE XV.

INVESTMENT REPRESENTATION AND POWER OF ATTORNEY

Section 15.1. Investment Representation.

The subscription agreement to be executed by each of the Limited Partners includes a representation that it is acquiring or has acquired its interest as a Partner for its own account as an investment and not with a view to the distribution or resale thereof.

Section 15.2. Power of Attorney.

(a) The subscription agreement to be executed by each Limited Partner includes an irrevocable appointment of the General Partner as his true and lawful attorney in his name, place, and stead to make, execute, swear to, acknowledge, deliver, and file:

(i) a Certificate of Limited Partnership as well as amendments thereto under the laws of the State of Florida;

(ii) any other instrument that may be required to be filed by the Partnership under the laws of Florida or by any governmental agency, or which the General Partner deems it advisable to file;

(iii) any documents that may be required to effect the continuation of the Partnership, the admission of an additional or substitute Limited Partner, the admission of a substitute General Partner, or the dissolution and termination of the Partnership, provided such continuation, admission, election, conversion, or dissolution and termination are in accordance with the terms of this Agreement;

(iv) all documents, certificates, or other instruments that may be required to effectuate the organization of any new limited partnership or the continuance of the Partnership business occasioned by the death, dissolution, withdrawal, or cessation to exist, removal, adjudication of incompetency, insanity, bankruptcy or insolvency of the General Partner;

(v) all documents, certificates or other instruments which may be required to reflect amendments authorized or required under this Partnership Agreement; and

(vi) any document necessary or proper to carry out its powers and/or duties under this Agreement.

(b) The power of attorney to be granted by each Limited Partner to the General Partner:

(i) is a special power of attorney coupled with an interest, is irrevocable, and shall survive the death of the Limited Partner;

(ii) may be exercised by the General Partner for each Limited Partner by a facsimile signature of the General Partner or by listing all of the Limited Partners executing any instrument with the signature of the General Partner acting as attorney-in-fact (a corporate General Partner may act through any of its corporate officers);

(iii) shall survive the delivery of an assignment by a Limited Partner of the whole or any portion of his interest in the Partnership; except that when the assignee thereof has been approved by the General Partner for admission to the Partnership as a substitute Limited Partner, the power of attorney shall survive the delivery of such assignment for the sole purpose of enabling the General Partner to execute, swear to, or acknowledge and file any instrument necessary to effect such substitution; and

(iv) shall not constitute a waiver of, or be used to avoid, the rights of the Limited Partners nor in any manner be inconsistent with the status of the Partnership.

ARTICLE XVI.

AMENDMENT TO PARTNERSHIP AGREEMENT

Section 16.1. Amendment by General Partner.

The General Partner shall have the right to amend this Partnership Agreement without the consent of any Limited Partners for the following purposes: (i) to admit a Person as a Limited Partner of the Partnership as authorized herein; (ii) to effect the substitution of a Limited Partner's assignee as a Limited Partner of the Partnership; (iii) to change the name of the Partnership; (iv) to change the name or address of a Partner; or (v) to effect the withdrawal of the General Partner; (vi) in the opinion of the General Partner, there is an inconsistent, ambiguous, or erroneous provision in this Agreement provided the amendment does not adversely affect the rights of the Limited Partners under this Agreement; and (vii) in the opinion of counsel for the Partnership, it is necessary or appropriate to satisfy a requirement of the Code with respect to partnerships or of any federal or state securities laws or regulations, provided such amendments do not adversely affect the interests of the Limited Partners.

Section 16.2. Amendment by Unanimous Consent of the Partners.

Without the approval of all the Partners, no amendment may be made to this Agreement which shall: (i) change the Partnership to a general partnership or change the limited liabilities of the Limited Partners; (ii) modify

the provisions relating to the amount or character of the Capital Contribution of any Partner or the obligation of a Partner to make any type of contributions to the capital of the Partnership; (iii) modify the provisions of the Agreement relating to the allocation for the sharing of Net Profits or Net Losses or Book Gain or Book Losses in the Partnership unless specifically authorized hereunder; or (iv) change the manner in which distributions of Net Cash Flow and Sale Proceeds are to be distributed to the Partners unless specifically authorized hereunder.

Section 16.3. Amendment by Majority Approval.

Other than as set forth in Sections 16.1 and 16.2 above, the Partnership Agreement shall be amended by adoption of an amendment hereto by the affirmative vote of the General Partner and a Majority in Interest of the Class A Limited Partners.

ARTICLE XVII.

GENERAL

Section 17.1. Notices.

(a) All notices, requests, consents and other communications hereunder shall be in writing and shall be personally delivered or sent by telegram or overnight courier or mailed first-class, registered mail, postage prepaid, or by overnight delivery courier, if to a Class A Limited Partner, at the address as set forth in Section 2.6(b), if to a Class B Limited Partner, at the address set forth in Section 2.7, and if to the General Partner, at the address set forth in Section 2.5 or at such other address as such Partner may designate from time to time upon notice to the Partnership.

(b) All notices, requests, consents and other communications hereunder shall be deemed given upon the earlier to occur of (i) receipt by the party to whom such notice is directed or (ii) the third day following deposit thereof with U.S. Postal Service as aforesaid. Each party, by notice duly given in accordance herewith, may specify a different address for the giving of any notice hereunder.

(c) No transferee of any interest by any Partner shall be entitled to receive a notice independent of the notice sent to the Partner making such transfer. A notice sent or made to a Partner shall be deemed to have been sent and made to all transferees, if any, of such Partner.

Section 17.2. Governing Law.

Notwithstanding the place where this Agreement may be executed by any of the parties, this Agreement, the rights and obligations of the parties, and any claims and disputes relating thereto shall be subject to and governed by the Act and the other laws of the State of Florida as applied to agreements among Florida residents to be entered into and performed entirely within the State of Florida, and such laws shall govern all aspects of this Agreement, including, without limitation, the limited partnership aspects of this Agreement.

Section 17.3. Entire Agreement.

This Agreement contains the entire agreement between the parties hereto relative to the formation of the Partnership, and no amendment hereto shall be valid or binding unless made in accordance with the provisions hereof.

Section 17.4. Waiver.

No consent or waiver, express or implied, by any Partner to or of any breach or default by any other Partner in the performance by such other Partner of its obligations hereunder shall be deemed or construed to be a consent or waiver to or of any other breach or default in the performance by such other Partner of the same or any other obligation of such Partner hereunder. Failure on the part of any Partner to object to or notify any other Partner of any act or failure to act of any other Partner or to declare any other Partner in default, irrespective of how long such failure continues, shall not constitute a waiver of such Partner of his rights hereunder.

Section 17.5. Severability.

If any provision of this Agreement or the application thereof to any person or circumstances shall be invalid or unenforceable to any extent, the remainder of this Agreement and the application of such provisions to other persons or circumstances shall not be affected thereby and shall be enforced to the greatest extent permitted by law.

Section 17.6. Terminology.

All personal pronouns used in this Agreement, whether used in the masculine, feminine or neuter gender, shall include all other genders; the singular shall include the plural, and vice versa. Titles of Articles and Sections are for convenience only, and neither limit nor amplify the provisions of the Agreement itself, and all references herein to Articles, Sections or subdivisions refer to Articles, Sections or subdivisions of this Agreement unless specific reference is made to Articles, Sections or subdivisions of another document or instrument.

Section 17.7. Binding Agreement.

Subject to the restrictions on transfers and encumbrances set forth herein, this Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns.

Section 17.8. Further Actions.

Each Limited Partner agrees to execute documents providing for the covenants of the partnership to the Franchisor pursuant to Section 6.9 of the Franchise Agreement.

Section 17.9. Counterparts.

This Agreement may be executed in any number of counterparts and each such counterpart shall for all purposes constitute one Agreement, binding on all of the Partners, notwithstanding that all Partners are not signatories to the same counterpart. All references herein to this Agreement are deemed to refer to all such counterparts.

Section 17.10. Miscellaneous.

(a) If any provision of this Agreement or the application of such provision to any Person or circumstance shall be held invalid or unenforceable under existing or future law, the remainder of the Agreement and its application to Persons or circumstances other than those as to which it is held invalid or unenforceable shall not be affected thereby.

(b) At any time or times upon the request of the General Partner, the Partners agree to sign and swear to any certificate required by Florida law, to sign and swear to any amendment to or cancellation of such certificate whenever such amendment or cancellation is required by law, to sign and swear to or acknowledge similar certificates or affidavits or certificates of fictitious name, trade name, or the like (and any amendments or

cancellations thereof) required by the laws of Florida or any other jurisdiction in which the Partnership does or proposes to do business, and cause the filing of any of the same for record wherever such filing shall be required by law.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date set forth above.

GENERAL PARTNER

PANHANDLE RESTAURANT MANAGEMENT, INC.

By: Roy C. Hockman
Its: PRESIDENT
Roy C. Hockman

ORIGINAL LIMITED PARTNER

Roy C. Hockman
Roy C. Hockman

FILED
SECRETARY OF STATE
DIVISION OF CORPORATIONS
95 AUG 30 PM 3:19

EXHIBIT "A"

LIMITED PARTNERS

Original Limited Partner

Roy C. Hockman

FILED
STATE OF ALABAMA
SECRETARY OF STATE
CORPORATIONS
DIVISION
95 AUG 30 PM 3:19

EXHIBIT "B"

AFFIDAVIT DECLARING THE AMOUNT OF THE CAPITAL CONTRIBUTIONS OF THE LIMITED PARTNERS AND THE AMOUNT ANTICIPATED TO BE CONTRIBUTED BY THE LIMITED PARTNERS

The undersigned, who is the sole general partner of Pensacola Steakhouse, Ltd. (the "Partnership"), declares that the capital contributions of all the limited partners in the Partnership are as follows:

1. The limited partners have made capital contributions in the following amounts:

	Name	Amount
(a)	General Partner	$ .00
(b)	Original Limited Partner	$10.00

2. It is anticipated that the limited partners listed below will make capital contributions in the future in the following amounts:

	Name	Amount
(a)	General Partner	$ 35,000.00
(b)	Class A Limited Partner	$700,000.00
(c)	Class B Limited Partner	$ 25,000.00

PANHANDLE RESTAURANT MANAGEMENT, INC.

8/29/95
Date

By: Roy C. Hockman
Its: PRESIDENT

STATE OF ALABAMA)
JEFFERSON COUNTY)

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that Roy C. Hockman, whose name as PRESIDENT is signed to the foregoing Certificate and Agreement of Limited Partnership of Pensacola Steakhouse, Ltd., and who is known to me, acknowledged before me on this day that, being informed of the contents of the Certificate and Agreement of Limited Partnership of Pensacola Steakhouse, Ltd., he, in his capacity as such duly authorized PRESIDENT, executed the same voluntarily on the day the same bears date.

Given under my hand and seal of office this 29th day of August, 1995.

Susan A. Turner
Notary Public

[NOTARIAL SEAL]

My Commission Expires:
7/27/99

ACCEPTANCE OF APPOINTMENT

Pursuant to Section 48.091 and 620.192, Florida Statutes, the undersigned acknowledges and accepts it's appointment as registered agent of Pensacola Steakhouse, Ltd. and agrees to act in that capacity and to comply with the provisions of the Florida Business Corporation Act (1989), relative to keeping the registered office at the address specified above. The undersigned is familiar with, and accepts the obligations of Section 607.0505, Florida Statutes.

Date August 30, 1995

C T CORPORATION SYSTEM

Connie Bryan

Connie Bryan
Special Assistant Secretary

FILED
SECRETARY OF STATE
DIVISION OF CORPORATIONS
95 AUG 30 PM 3:19

FILE ON OR BEFORE DECEMBER 31, 1995 OR PARTNERSHIP WILL BE SUBJECT TO REVOCATION AND $500 PENALTY FEE

LIMITED PARTNERSHIP ANNUAL REPORT

1996

A95000001293

SECRETARY OF STATE DIVISION OF CORPORATIONS

95 NOV 13 AM 10: 54

1. Pennacola Steakhouse, Ltd.

1a. DOCUMENT #
A95000001293

2. 800001643298
-11/21/95--01102--011
****576.25 ****576.25

2a.

3184 Cahaba Hts. Rd.
Birmingham, AL 35243

1200 Pine Island Rd.
Plantation, FL 33324

3. FLORIDA

3a.

4. Florida

5a. $725,010.00

5b. FLORIDA $725,010.00

6. 59-3318801

7. CERTIFICATE OF STATUS REQUIRED ☐

8. FEES: 1) Filing Fee Computed at a rate of $7 per $1,000 on amount entered in 5b or 5a if 5b blank, with a minimum filing fee of $52.50 and a maximum of $437.50
2) Supplemental Fee $138.75 (pursuant to section 607.193 F.S.)
THE AMOUNT DUE SHALL BE NO LESS THAN $191.25 ($52.50 + $138.75) AND NO MORE THAN $576.25 ($437.50 + $138.75)
Note: If the amount entered in 5b is greater than amount entered in 5a, a supplemental affidavit must be submitted along with a separate and appropriate filing fee
MAKE CHECK PAYABLE TO FLORIDA DEPT. OF STATE

9. Name and Address of Current Registered Agent

CT Corporation System
1200 Pine Island Rd.
Plantation, FL 33324

10. If changed, new Registered Agent/Office

Name

Street Address (P.O. Box Number is Not Acceptable)

Suite, Apt. #, etc.

City FL Zip Code

10a. Pursuant to the provisions of sections 620.1051 and 620.192, Florida Statutes, the above-named limited partnership organized or registered under the laws of the State of Florida submits this statement for the purpose of changing its registered office or registered agent, or both, in the State of Florida. Such change was authorized by its general partner(s). I hereby accept the appointment as registered agent. I am familiar with, and accept the obligations of section 620.192, Florida Statutes.

SIGNATURE (Registered Agent Accepting Appointment) ______ DATE ______

A GENERAL PARTNER THAT IS A CORPORATION, LIMITED PARTNERSHIP OR OTHER BUSINESS ENTITY MUST BE REGISTERED AND ACTIVE WITH THIS OFFICE.

11. Name(s) of General Partner(s)	11a. Address of Each General Partner (Do NOT Use Post Office Box Numbers)	11b. City, State & Zip Code	11c. Registration Document Number
Panhandle Restaurant Management, Inc.	3184 Cahaba Hts. Rd.	Birmingham, AL 35243	P95000051621

AR 437.50
Supp 138.75
576.25

BK 11/13/95

CR2E003 (6/95)

Note: General partners MAY NOT be changed on this form; an amendment must be filed to change a general partner.

12. I do hereby certify that the information supplied with this filing is voluntarily furnished and does not qualify for the exemption stated in Section 119.07(3)(x), Florida Statutes. I release the Division of Corporations from any liability of non-compliance with Section 119.07(3)(x) in the event that the information supplied is deemed exempt from public access. I further certify that the information indicated on this annual report is true and accurate and that my signature shall have the same legal effect as if made under oath. I further certify that I am a General Partner of the limited partnership or receiver or trustee empowered to execute this report as required by Chapter 620, Florida Statutes.

SIGNATURE Roy C. Hockman DATE 11/7/95

Typed or Printed Name of General Partner Signing form Roy C. Hockman Telephone Number (205) 970-0001

Document Number Only

A95000001293

CT CORPORATION SYSTEM
Requestor's Name
660 EAST JEFFERSON STREET
Address
TALLAHASSEE FL 32301 222-1092
City State Zip Phone

FILING 52.50
AGENT FEE
COPY
TOTAL 52.50
BANK
BALANCE DUE

FILED
SECRETARY OF STATE
DIVISION OF CORPORATIONS
95 DEC 13 PM 1:29

CORPORATION(S) NAME

Pensacola Steakhouse, Ltd.

BKC 12/13/95

-12/20/95- 005
*****52.50 *****52.50

() Profit
() NonProfit
() Limited Liability Company
() Foreign
(X) Limited Partnership
() Reinstatement
() Certified Copy

() Amendment
() Dissolution/Withdrawal
() Annual Report
() Reservation
() Photo Copies

() Merger
() Mark
() Other
() Change of R.A.
() Fictitious name Filing
() CUS

() Call When Ready
(●) Walk In
() Mail Out

() Call if Problem
() Will Wait

() After 4:30
(●) Pick Up

Name Availability	BK
Document Examiner	
Updater	
Verifier	
Acknowledgment	
W.P. Verifier	

12/18/95
3:00
12-18-95

PLEASE RETURN EXTRA COPIES FILE STAMPED

Please call 222-1092
Melanie with
money, if wrong.
Thanks A Million,
M.S.

CR2E031 (1-89)

This instrument was prepared by: Warren C. Matthews, 420 North 20th Street, Suite 3100, Birmingham, AL 35203

FILED
95 DEC 18 PM 1:28
SECRETARY OF STATE
CORPORATIONS

STATE OF FLORIDA)

ESCAMBIA COUNTY)

FIRST CERTIFICATE OF AMENDMENT OF THE CERTIFICATE AND AGREEMENT OF LIMITED PARTNERSHIP OF PENSACOLA STEAKHOUSE, LTD.

THIS FIRST CERTIFICATE OF AMENDMENT OF THE CERTIFICATE AND AGREEMENT OF LIMITED PARTNERSHIP (the "Partnership Agreement") **OF PENSACOLA STEAKHOUSE, LTD.** (the "Partnership") is made and entered into by and among Panhandle Restaurant Management, Inc., as general partner of the Partnership (the "General Partner"), Leon D. Hadley and ala Bama Outbackers as the Class A Limited Partners and Thomas C. Freeland as the Class B Limited Partner (collectively, the "Partners"). As used herein, capitalized terms shall have the same meaning attributed to them under the Partnership Agreement unless otherwise specified.

WITNESSETH:

WHEREAS, the Partners desire to amend the Partnership Agreement to reflect the admission of subscribers of the Class A Units and the Class B Unit as Limited Partners of the Partnership.

WHEREAS, the Partners desire to amend the Partnership Agreement to create and provide for a Class C Limited Partner interest that will be owned by the Director of Operations of Aussie;

NOW, THEREFORE, pursuant to Article XVI of the Partnership Agreement and Section 620.109 of the Florida Revised Uniform Limited Partnership Act (1986), as amended, the undersigned Partners do hereby certify as follows:

1. The name of the Limited Partnership is Pensacola Steakhouse, Ltd. The Partnership was formed on August 30, 1995, upon the filing of the Partnership Agreement with the office of the Secretary of State of the State of Florida.

2. Pursuant to Article XVI of the Partnership Agreement and Section 620.109 of the Florida Revised Uniform Limited Partnership Act (1986), as amended, the Partnership Agreement is hereby amended in the following respects:

(a) The Partnership Agreement shall be amended by deleting Section 1.29 therefrom and substituting in lieu thereof the following Section 1.29:

Section 1.29 "Partner" means any General Partner, Class A Limited Partner, Class B Limited Partner or Class C Limited Partner.

(b) The Partnership Agreement shall be amended by deleting Section 1.40 therefrom and substituting in lieu thereof the following Section 1.40:

Section 1.40 "Unit" means one of the seven (7) Units representing a Class A Limited Partner's interest in the Partnership, the Unit representing a Class B Limited Partner's interest in the Partnership and the Unit representing a Class C Limited Partner's interest in the Partnership, where no distinction is required.

(c) The Partnership Agreement shall be amended by adding the following Section 1.41 and Section 1.42 thereto:

Section 1.41 "Class C Limited Partner" means the person listed in Section 2.9 hereof and any Person who at the time of reference thereto has been admitted as herein provided as an additional Class C Limited Partner or as a substituted Class C Limited Partner.

Section 1.42 "Class C Unit" means the unit representing the interest of the Class C Limited Partner.

(d) The Partnership Agreement shall be amended to admit the following persons as Class A Limited Partners by deleting Section 2.6(b) therefrom and substituting in lieu thereof the following Section 2.6(b):

(b) The following persons shall be admitted as Class A Limited Partners with respect to the Class A Units set forth opposite their respective names effective October 3, 1995:

Name and Address	Capital Contribution	Number of Class A Units
Leon D. Hadley 2615 E. South Blvd. Montgomery, AL 36116	$100,000.00	1
ala Bama Outbackers 3184 Cahaba Heights Road Birmingham, AL 35243	$600,000.00	6

(e) The Partnership Agreement shall be amended to admit the following person as a Class B Limited Partner by deleting Section 2.7 therefrom and substituting in lieu thereof the following Section 2.7:

Section 2.7 Class B Limited Partner.

(a) The General Partner shall be authorized from time to time to admit as a Class B Limited Partner any person who at the time has been engaged as the General Manager; who has executed an Employment Agreement; and who executes and delivers to the General Partner a subscription agreement for a Class B Unit together with good funds in the amount of the purchase price therefor. The General Partner shall have the authority to admit additional Class B Limited Partners; provided that each person so admitted shall then be engaged as the General Manager and shall have executed an Employment Agreement. The General Partner shall have authority to amend this Agreement to provide the additional Class B Limited Partner with an interest in the Net Profits, Net Losses, Book Gains, Book Losses Net Cash Flow, and Sale Proceeds of the Partnership by converting a portion of its interest as General Partner to the interest of a Class B Limited Partner.

(b) The following person shall be admitted as a Class B Limited Partner with respect to the Class B Unit set forth opposite his name effective October 3, 1995:

Name and Address	Capital Contribution	Number of Class A Units
Thomas C. Freeland 911 Fleming Drive Pensacola, FL 32514	$25,000.00	1

(f) The Partnership Agreement shall be amended by adding the following as Section 2.9 thereto:

Section 2.9 Class C Limited Partner.

The General Partner shall be authorized from time to time to admit as a Class C Limited Partner any person who at the time has been engaged as Director of Operations of Aussie; who has executed a Director of Operations Employment Agreement; and who executes and delivers to the General Partner a subscription agreement for a Class C Unit. The General Partner shall have the authority to admit additional Class C Limi[illegible]; provided that each person so admitted shall then be engaged as the D[illegible] of Operations of Aussie and shall have executed an Employment Agreement. The General Partner shall have authority

to amend this Agreement to provide the additional Class C Limited Partner with an interest in the Net Profits, Net Losses, Book Gains, Book Losses, Net Cash Flow, and Sale Proceeds of the Partnership by converting a portion of the interest of the General Partner to the interest of a Class C Limited Partner.

(g) The Partnership Agreement shall be amended by deleting Section 3.1(c) therefrom and substituting in lieu thereof the following Section 3.1(c):

(c) The Class B Limited Partner shall contribute $25,000 to the capital of the Partnership. The Class C Limited Partner shall not contribute any money or property to the capital of the Partnership.

(h) The Partnership Agreement shall be amended by deleting Section 4.1(d) therefrom and substituting in lieu thereof the following Section 4.1(d):

(d) The General Partner or an Affiliate of the General Partner may acquire, and own as a Limited Partner, the interests of the Class A Limited Partners, the interests of Class B Limited Partners and the interests of Class C Limited Partners.

(i) The Partnership Agreement shall be amended by deleting Section 5.1 and Section 5.2 therefrom and substituting in lieu thereof the following Section 5.1 and Section 5.2:

Section 5.1 Allocation of Profits and Losses.

(a) Net Profits shall be allocated to the Partners as follows:

(i) The Net Profits shall be allocated among the Partners in the following proportions until the Class A Limited Partners shall have received cumulative allocation of Net Profits (after deducting any allocations of Net Losses pursuant to Section 5.1(b) below) in the sum of the Capital Contributions: 42% to Class A Limited Partners; 10% to the Class B Limited Partner; 9% to the Class C Limited Partner; and 39% to the General Partner.

(ii) Thereafter, the Net Profits shall be allocated among the partners as follows: 31.5% to the Class A Limited Partners; 10% to the Class B Limited Partner; 9% to the Class C Limited Partner and 49.5% to the General Partner.

(b) Net Losses shall be allocated among the Partners as follows:

(i) Net Losses shall be allocated among the Partners in the following proportions until the Class A Limited Partners shall have received a cumulative allocation of Net Losses in the sum of the Capital Contributions: 42%

to the Class A Limited Partners; 10% to the Class B Limited Partner; 9% to the Class C Limited Partner and 39.5% to the General Partner. and

(ii) Thereafter, the Net Losses shall be allocated among the Partners as follows: 31.5% to the Class A Limited Partners; 10% to the Class B Limited Partner; 9% to the Class C Limited Partner; and 49.5% to the General Partner.

Section 5.2. Allocation of Book Gain and Book Loss.

(a) Any Book Gain recognized by the Partnership in any Fiscal Year shall be allocated to the Partners in the following manner and in the following order of priority:

(i) To the Partners in proportion to, and to the extent of, the negative balance in their respective Capital Accounts, if any, as of the last day of such Fiscal Year;

(ii) To the Class B Limited Partner in such amount as when added to the balance of his Capital Account immediately prior to the sale or disposition of the Project will equal 10% of the Sale Proceeds;

(iii) To the Class C Limited Partner in such amount as when added to the balance of his Capital Account immediately prior to the sale or disposition of the Project will equal 9% of the Sale Proceeds;

(iv) To the General Partner until the General Partner shall have received cumulative allocations of Book Gain in the amount of $500,000; then

(v) To the Partners in the following percentages until the sum of (A) the allocations of Net Profits made to the Partners pursuant to Section 5.1(a) (net of allocations of Net Losses under Section 5.1(b)) and (B) the allocations of Book Gain hereunder equals the sum of the Class A Limited Partners' Capital Contributions: 46.67% to the Class A Limited Partner and 53.33% to the General Partner; and

(vi) The balance, if any, shall be allocated to the General Partner and the Class A Limited Partners in the following percentages: 35% to the Class A Limited Partners, and 65% to the General Partner.

For purposes of this Section 5.2(a), the amount of the Partner's Capital Account as of the last day of any Fiscal Year shall be computed as of such last day in the manner provided in Section 3.3 hereof but shall be adjusted to reflect

the allocation to such Partner of all amounts required to be allocated to such Partner for such Fiscal Year Under Sections 5.1 and 5.2 hereof.

(b) Any Book Loss recognized by the Partner in any Fiscal Year shall be allocated to the Partners in the following manner and in the following order of priority:

(i) To the Partners in proportion to, and to the extent of, positive balances, if any respective Capital Accounts as of the last day of such Fiscal Year; then

(ii) To the Partners in the following percentages: 31.5% to the Class A Limited Partners; 10% to the Class B Limited Partner; 9% to the Class C Limited Partner; and 49.5% to the General Partners.

For purposes of this Section 5.2(b), the amount of the Partner's Capital Account as of the last day of any Fiscal Year shall be computed as of such last day in the manner provided in Section 3.3 hereof but shall be adjusted to reflect the allocation to such Partner of all amounts required to be allocated to such Partner for such Fiscal Year Under Sections 5.1 and 5.2 hereof.

(j) The Partnership Agreement shall be amended by deleting Section 6.1(b) therefrom and substituting in lieu thereof the following Section 6.1(b):

(b) Except as otherwise provided for in Section 6.2 and 6.3 hereof, Net Cash Flow shall be distributed in the following order of priority:

(i) First, to the Class B Limited Partner in an amount equal to 10% of the Net Cash Flow;

(ii) Second, to the Class C Limited Partner an amount equal to 9% of the Net Cash Flow;

(iii) Third, to repay accrued interest on any loans made by the Partners to the Partnership, and if funds are insufficient therefor, then to such Partners proportionately in the ratio that the amount of accrued interest on each Partner's loan bears to the amount of all such accrued interest.

(iv) Fourth, to repay the outstanding principal on any loans made by the Partners to the Partnership, and if funds are insufficient therefor, then to such Partners proportionately in the ratio that the outstanding balance of each Partner's loan bears to the outstanding principal balance of all such loans.

(v) Fifth, until the Class A Limited Partners shall have received cumulative distributions of Net Cash Flow in an amount equal to their Capital Contributions: 46.67% to the Class A Limited Partners; and 53.33% to the General Partner; then

(vi) The balance to the Partners in the following proportions: 35% to the Class A Limited Partners; and 65% to the General Partner.

(k) The Partnership Agreement shall be amended by deleting Section 17.1(a) therefrom and substituting in lieu thereof the following Section 17.1(a):

(a) All notices, requests, consents and other communications hereunder shall be in writing and shall be personally delivered or sent by telegram or overnight courier or mailed first-class, registered mail, postage prepaid, or by overnight delivery courier, if to a Class A Limited Partner, at the address as set forth in Section 2.6, if to a Class B Limited Partner, at the address set forth in Section 2.7, if to a Class C Limited Partner, at the address set forth in Section 2.9, and if to the General Partner, at the address set forth in Section 2.5 or at such other address as such Partner may designate from time to time upon notice to the Partnership.

(l) The Partnership Agreement shall be amended by adding the following Article XVIII thereto:

ARTICLE XVIII.

TRANSFERABILITY OF A CLASS C LIMITED PARTNERSHIP INTEREST

Section 18.1 Assignment and Substitution.

The Class C Limited Partner shall have no right to assign his Class C Limited Partnership Unit or any portion thereof in the Partnership or to have any person substituted in his place as a Class C Limited Partner without the prior written consent of the General Partner. The Class C Limited Partner has executed a Director of Operations Employment Agreement which provides for an initial term of five (5) years from its effective date (the "Initial Term") and the General Partner and the Partnership desire to retain the right to purchase the Class C Limited Partner's interest in the Partnership upon the termination of his employment as Director of Operations of Aussie under the terms and conditions set forth in Section 18.2 below in order to facilitate the substitution of a new Director of Operations of Aussie as a Class C Limited Partner.

Section 18.2 Right to Repurchase Interest of Class C Partner.

(a) In the event that either (i) the Director of Operations Employment Agreement is terminated by Aussie for cause (as provided therein) at any time prior to the expiration of the Initial Term; or (ii) the Class C Limited Partner resigns or voluntarily terminates his employment with Aussie at any time prior to the expiration of the Initial Term, then the Class C Limited Partner shall sell, and the Partnership all of the interest of the Class C Limited Partner at a purchase price equal to his Capital Account as of the last day of the calendar month preceding such termination. The purchase price will be payable in good funds at a closing to be held at a mutually agreeable time and place in Birmingham, Alabama, not later than thirty (30) days after such termination of employment.

(b) The Partnership shall have the right and option to purchase all of the interest of a Class C Limited Partner on the terms and conditions hereinafter set forth upon the occurrence of any of the following:

(i) the death or disability of the Class C Limited Partner; or

(ii) the Director of Operations voluntarily terminates his employment with Aussie at any time after the expiration of the Initial Term; or

(iii) Aussie terminates the employment of the Class C Limited Partner as its Director of Operations for "cause" (as defined in the Director of Operations Employment Agreement) at any time after the expiration of the Initial Term or at any time for any reason other than "cause."

The Partnership shall exercise its option by delivery of written notice to the Class C Limited Partner within thirty (30) days after the occurrence of such event. Upon the exercise of the option, the Class C Limited Partner shall be obligated to sell, and the Partnership having exercised the option shall be obligated to purchase, not less than all of the interest of the Class C Limited Partner on the terms and conditions hereinafter set forth. The closing for the purchase and sale of the Class C Limited Partner's interest shall take place at a mutually agreeable time and place in Birmingham, Alabama, not later than 90 days after delivery of the notice. The purchase price shall be an amount equal to the amount of Sale Proceeds that would be distributed to the Class C Limited Partner under Section 6.2 assuming a Sale at a cash price equal to the Fair Market Value of the Project. The purchase price shall be paid in five equal annual installments of principal commencing one year following the date of closing. The purchase price shall be evidenced by a promissory note of the Partnership or the General Partner, as the case may be, bearing simple interest at the applicable federal rate of interest published by the Internal Revenue Service as in effect at the date of closing, such rate of interest being the minimum rate of interest required to avoid

recharacterization of principal payments under said note as interest for federal income tax purposes. Interest accrued on the Note shall be due and payable, as accrued, on the due dates for the installments of principal. Notwithstanding the aforesaid, the principal of the Note and all accrued interest thereon shall become due and payable in full upon any Sale of the Project.

For the purposes of this Section 18.2 the "Fair Market Value" of the Project shall be determined by mutual agreement of the General Partner and the Class C Limited Partner selling his interest. If said parties are unable to reach an agreement as to the Fair Market Value within 30 days after termination of employment, then each of the General Partner and the Class C Limited Partner shall select an appraiser who shall make an appraisal of the Project. If the difference in the two appraisals is no greater than 10% of the highest appraisal, then the Fair Market Value shall be the average of the two appraisals. If the difference in the two appraisals is greater than 10% of the amount of the highest appraisals, then the two appraisers shall select a third appraiser who shall then make an appraisal of the Project and the Fair Market Value shall be the average of the two appraisals closest in value. The Partnership and the General Partner agree that each appraiser shall be given reasonable access to the Project and the books and records with respect to its business operations during normal business hours. Any appraiser to be qualified to conduct an appraisal hereunder shall be independent, an MAI appraiser or its equivalent, and shall be reasonably competent in terms of experience and/or education to appraise the value of a restaurant as a going concern. The cost of the appraiser appointed by each party shall be borne by each such party and the cost of the third appraiser, if any, shall be divided equally between the parties.

Section 18.3 Noncompetition.

(a) For a period of two (2) years after Closing, the Class C Limited Partner selling his interest (the "Selling Partner") shall not, individually or jointly with others, directly or indirectly, whether for his own account or for that of any other person or entity, own or hold any ownership interest in any Person engaged in a restaurant business the same as or similar to the restaurant business of the Partnership, and which is located or intended to be located anywhere within a radius of fifteen (15) miles of the Project or any restaurants or proposed restaurants owned or operated by the Partnership or an Affiliate, and Selling Partner shall not act as an officer, director, employee, partner, independent contractor, consultant, principal, agent, proprietor, or in any other capacity for, nor lend any assistance (financial or otherwise) or cooperation to, any such Person; provided, further, however, that it shall not be a violation of this Section 18.3 for the Selling Partner to own a one percent (1%) or smaller interest in any corporation required to file periodic reports with the Securities and Exchange Commission. The term "proposed restaurant" shall include all locations for

which the Partnership or an Affiliate is conducting active, bona fide negotiations to secure a fee or leasehold interest with the intention of establishing a restaurant thereon.

(b) The parties hereto recognize and acknowledge that the geographical and time limitations and other restrictions contained in this Section 18.3 are reasonable and properly required for the adequate protection of the Partnership's and the Franchisor's interests. Selling Partner acknowledges that the Franchisor is the owner of the Outback Steakhouse® trademarks and restaurant operating system and will, as requested by the Partnership, provide to Selling Partner training in and confidential information concerning the Outback Steakhouse® restaurant operating system in reliance on the covenants contained herein. The parties agree that the covenant and restrictions contained in this Section 18.3 are intended to benefit each of the Partnership and the Franchisor, and each such intended beneficiary shall have an independent right to enforce any and all covenants and restrictions contained in this Section 18.3. It is agreed by the parties hereto that if any portion of the restrictions contained in this Section 18.3 are held to be unreasonable, arbitrary, or against public policy, then the restrictions shall be considered divisible, both as to the time and to the geographical area, with each month of the specified period being deemed a separate geographical area, so that the lesser period of time or geographical area shall remain effective so long as the same is not unreasonable, arbitrary, or against public policy. The parties hereto agree that in the event any court of competent jurisdiction determines the specified period or the specified geographical area of the restricted territory to be unreasonable, arbitrary, or against public policy, a lesser time period or geographical area which is determined to be reasonable, nonarbitrary, and not against public policy may be enforced against Selling Partner. If Selling Partner shall violate any of the covenants contained herein and if any court action is instituted by the Partnership or the Franchisor to prevent or enjoin such violation, then the period of time during which the Selling Partner's business activities shall be restricted, as provided in this Agreement, shall be lengthened by a period of time equal to the period between the date of the Selling Partner's breach of the terms or covenants contained in this Agreement and the date on which the decree of the court disposing of the issues upon the merits shall become final and not subject to further appeal.

(c) Selling Partner agrees that the remedy at law for any breach by him of the covenants contained in Section 18.3 hereof will be inadequate and would be difficult to ascertain and, therefore, in the event of the breach of threatened breach of any such covenants, the Partnership and the Franchisor, in addition to any other remedy, shall have the right to enjoin Selling Partner from any threatened or actual activities in violation thereof; and Selling Partner hereby consents and agrees that temporary and permanent injunctive relief may be

granted in any proceedings which might be brought to enforce any such covenants without the necessity of proof of actual damages.

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Section 18.4. Amendment to Partnership Agreement.

Each substitute Class C Limited Partner shall be admitted to the Partnership on the books and records of the Partnership. Upon the admission of any substitute Class C Limited Partner, an amendment to this Agreement, reflecting such admission, shall be filed with the Florida Department of State. Such amendment shall amend this Agreement to reflect the names, addresses and Capital Contributions of such substitute Class C Limited Partners and shall set forth the agreement of such additional Class C Limited Partners to be bound by all the provisions of this Agreement.

Section 18.5. Distributions and Allocations in Respect to Transferred Interests.

If any ownership interest in the Partnership is transferred during any accounting period in compliance with the provisions of this Article XVIII, profits, losses, and each item thereof and all other items attributable to the transferred ownership interest for such period shall be divided and allocated between the transferor and the transferee by taking into account their varying interests during the period in accordance with Code Section 706(d), using any convention permitted by law and selected by the General Partner.

(m) The Partnership Agreement is hereby amended by deleting Exhibit "B" therefrom and substituting in lieu thereof the Exhibit "B" attached hereto.

3. Except as herein and hereby amended, modified or changed, all terms and provisions of the Partnership Agreement as heretofore amended shall continue in full force and effect according to the terms thereof.

IN WITNESS WHEREOF, the undersigned Partners have executed this First Certificate of Amendment to the Partnership Agreement of the Partnership on this ___ day of December, 1995.

GENERAL PARTNER:

Panhandle Restaurant Management, Inc.

By: Roy C. Hockman, Pres.
Roy C. Hockman, President

CLASS A LIMITED PARTNERS:

By: _____
Leon D. Hadley

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CORPORATIONS
DIVISION
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ala BAMA OUTBACKERS, an
Alabama general partnership

By: Roy C. Hockman M.P.
Roy C. Hockman, Managing Partner

CLASS B LIMITED PARTNER:

By: _____
Thomas C. Freeland

CLASS A LIMITED PARTNERS:

By:_____
Leon D. Had.

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CORPORATIONS
DIVISION
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ala BAMA OUTBACKERS, an
Alabama general partnership

By: Roy C. Hockman, M.P.
Roy C. Hockman, Managing Partner

CLASS B LIMITED PARTNER:

By:_____
Thomas C. Freeland

EXHIBIT "B"

AFFIDAVIT DECLARING THE AMOUNT OF THE CAPITAL CONTRIBUTIONS OF THE LIMITED PARTNERS AND THE AMOUNT ANTICIPATED TO BE CONTRIBUTED BY THE LIMITED PARTNERS

The undersigned, who is the sole general partner of Pensacola Steakhouse, Ltd. (the "Partnership"), declares that the capital contributions of all the limited partners in the Partnership are as follows:

1. The limited partners have made capital contributions in the following amounts:

	Name	Amount
(a)	Class A Limited Partners	$700,000.00
(b)	Class B Limited Partner	$ 25,000.00

2. It is not anticipated that any limited partners will make capital contributions in the future.

PANHANDLE RESTAURANT MANAGEMENT, INC.

12/14/95
Date

By: Roy C. Sterlineau
Its: PRESIDENT

STATE OF ALABAMA)
JEFFERSON COUNTY)

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that Roy C. Hickman, whose name as President is signed to the foregoing Certificate and Agreement of Limited Partnership of Pensacola Steakhouse, Ltd., and who is known to me, acknowledged before me on this day that, being informed of the contents of the Certificate and Agreement of Limited Partnership of Pensacola Steakhouse, Ltd., he, in his capacity as such duly authorized President, executed the same voluntarily on the day the same bears date.

Given under my hand and seal of office this 14th day of December, 1995.

Notary Public

[NOTARIAL SEAL]

My Commission Expires: 9/10/97

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