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Admitted in Florida (No. 777943)  
and Ohio (No. 0018510)


July 16, 1999

Secretary of State  
State of Florida  
Division of Corporations  
409 East Gaines Street  
Tallahassee, Florida 32399

Enclosed is a copy of a Limited Partnership Agreement for American Future Ltd. a Limited Partnership which will be effective as of August 1, 1999; a certificate of Limited Partnership; an Affidavit of Capital Contributions; a certificate of designation of registered agent; a check in the amount of \$1,267.00 to cover the cost of filing the Limited Partnership; and a check in the amount of \$8.75 to cover the cost of securing a certified copy confirming the filing of the Limited Partnership Agreement with the Secretary of State.

Please return one copy of the Limited Partnership Agreement, certificate of limited Partnership and affidavit of capital contributions to me in the enclosed, pre-addressed and postage prepaid priority mail envelope. Please call me if you have any questions. Thank you.

Sincerely,

  
Sally J. Kircher

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## CERTIFICATE OF LIMITED PARTNERSHIP

The undersigned, desiring to form a limited partnership pursuant to the laws of the State of Florida, certify as follows:

**1. Name of Limited Partnership.** The name of the Limited Partnership is American Future, Ltd.

**2. Office for Maintenance of Business Records.** The address of the office at which the records of the Limited Partnership will be kept, as required by Section 620.106 of the Florida Statutes, is 7445 Carriage Side Court, Jacksonville, Duval County, Florida 32256.

**3. Agent for Service of Process.** The name and address of the Partnership's agent for service of process in Florida is Ricardo Mejias, 7445 Carriage Side Court, Jacksonville, Duval County, Florida 32256..

**4. General Partners.** The name and business address of each General Partner in the Limited Partnership is as follows:

Name	Business Address
Ricardo Mejias, Incorporated	7445 Carriage Side Court Jacksonville, Florida 32256

99-65503

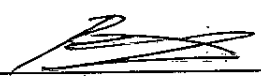
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**5. Address of Partnership.** The mailing address of the Limited Partnership is American Future Ltd., 7445 Carriage Side Court, Jacksonville, Florida 32256

**6. Date of Dissolution.** The latest date on which the Limited Partnership is to dissolve is June 30, 2019.

**7. Effective Date.** This certificate will become effective, and the Limited Partnership will be formed, on August 1, 1999

Jacksonville, Duval County, Florida


  
by: Ricardo Mejias  
President General Corporate Partner, Ricardo Mejias Incorporated  
General Partner  
America Future Ltd.

## AFFIDAVIT OF CAPITAL CONTRIBUTIONS

The undersigned, who are all the General Partners of America Futures Ltd. declare that the capital contributions of all the Limited Partners in the Partnership are as follows

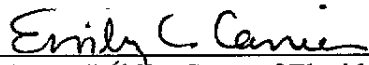
1. The Limited Partners have made capital contributions in the following amounts:

Name of Limited Partner	Amount of Contribution
American Future Value Corporation	\$175,456

  
By: Ricardo Mejias  
Ricardo Mejias, Inc.  
General Partner  
America Future Ltd.

State of Florida       )  
                                  )SS:  
County of Duval       )

SUBSCRIBED AND SWORN to before me by Ricardo Mejias, who personally appeared before me on July 16, 1999. Ricardo Mejias ☐ is personally known to me or ☒ has produced Driver License as identification.

  
Notary Public, State of Florida  
My commission expires:  
My commission number is:

EMILY C. CARRIER  
Notary Public, State of Florida  
My Comm. expires May 4, 2003  
Comm. No. CC 833071

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**CERTIFICATE DESIGNATING PLACE OF BUSINESS OR DOMICILE FOR THE SERVICE OF PROCESS WITHIN THIS STATE. NAMING AGENT UPON WHOM PROCESS MAY BE SERVED.**

In pursuance of Florida Statute 620.105, the following is submitted, in compliance with said Act.

First, that American Future Ltd. desiring to organize under the laws of the State of Florida with its registered office as indicated in the :Limited Partnership Agreement named **Ricardo Mejias**, located at 7445 Carriage Side Court, Jacksonville, Duval County, State of Florida 32256 as its agent to accept service of process within this State.

**ACKNOWLEDGMENT:**

Having been named to accept service of process for the above stated limited partnership at the place designated in this certificate, I hereby accept the responsibility to act in this capacity and I agree to comply with the provision of said Act relative to keeping open said office.

By:   
\_\_\_\_\_  
**Ricardo Mejias**

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## LIMITED PARTNERSHIP AGREEMENT

THIS AGREEMENT OF LIMITED PARTNERSHIP is made and entered into on July 1, 1999, between Ricardo Mejias Incorporated, a Florida corporation, as Corporate General partner ("Corporate General Partner"), and American Future Value, Inc. a Florida corporation as limited partner ("Limited Partner").

### ARTICLE I FORMATION OF LIMITED PARTNERSHIP

By entering into this Agreement, the parties shall form a limited partnership under the provisions of the Uniform Limited Partnership Act of the State of Florida. The rights and liabilities of the Partners shall be as provided in that Act, except as otherwise expressly provided in this Agreement.

### ARTICLE II NAME

The business of the Partnership shall be conducted under the name of American Future Ltd or any other name that the Corporate General Partner shall subsequently designate in writing to the Limited Partners.

### ARTICLE III DEFINITIONS

3.01. "Agreement" means this Agreement of Limited Partnership, as amended, modified, or supplemented from time to time.

3.03. The "Individual Corporate General Partner" is Ricardo Mejias Incorporated, and any other party admitted as a Corporate General Partner pursuant to Article XV, below. If none of the persons named in this Paragraph is acting as a Corporate General Partner, the term shall mean the party or parties then acting in that capacity.

3.05. "Limited Partners" means American Future Value Inc. so long as it shall remain a Limited Partner, and any other party admitted as a substituted Limited Partner pursuant to Article XVI, below.

3.06. "Participating Percentage" means, as to each holder of a Unit or Units, at any particular time, the percentage obtained by dividing the total number of Units held by the particular holder by the total number of Units outstanding under this Agreement; and (2) multiplying the quotient by 100

### ARTICLE IV PURPOSE

4.01 The purpose of the Partnership shall be as follows:

(1) To invest in stocks, bonds, future interests and securities. To engage in the purchase of, sale of, and dealing in, stocks, bonds, notes, and evidences of indebtedness of any person, firm, enterprise, corporation, or association, domestic or foreign, and bonds and any other obligations of any government, state, municipality, school district, or any political subdivision, domestic or foreign. To engage in the purchase of, sale of, and dealing in, bills of exchange and commercial paper, and any and all other securities of any kind, nature, or description whatsoever. To engage in the purchase of, sale of, and dealing in, gold, silver, grain, cotton, and other commodities and provisions usually dealt in on exchanges, or on the over-the-counter market, or otherwise. In Corporate General, without limitation of the foregoing, the

Partnership shall conduct any activities that are usual and customary in the investment in stocks, bonds, and securities.

(2) To enter Partnership Agreements in the capacity of a Corporate General Partner or a Limited Partner. To become a member of a joint venture, or to participate in some other form of syndication for investment. To buy, sell, lease, and deal in services, personal property, and real property.

#### ARTICLE V NAMES AND ADDRESSES OF PARTNERS

The names, addresses, and capital contributions of the Partners and the number of Partnership Units owned by each are set forth in Schedule A attached to this Agreement and incorporated in it by reference.

#### ARTICLE VI TERM

The term of the Partnership shall be from the date of this Agreement to July 1, 2019, unless terminated sooner as provided in this Agreement.

#### ARTICLE VII PRINCIPAL PLACE OF BUSINESS

The principal place of business of the Partnership shall be 7445 Carriage Side Court, Jacksonville, Duval County, Florida.. The Corporate General Partner may from time to time change the principal place of business. If the principal place of business is changed, the Corporate General Partner shall notify the Limited Partners in writing within thirty (30) days of the effective date of the change. The Corporate General Partner may in its discretion establish additional places of business for the Partnership.

#### ARTICLE VIII CAPITAL AND CONTRIBUTIONS

##### **Capital of Partnership**

8.01. The capital of the Partnership shall be the aggregate amount of the capital contributions made to it by the Corporate General Partner and the Limited Partners.

##### **Capital Contributions of Corporate General Partner**

8.02. The initial capital contributions of the Corporate General Partner have been made in cash.

##### **Capital Contribution of Initial Limited Partner**

8.03. The capital contribution of the initial Limited Partner has been made by the transfer to the Partnership of substantially all of the Limited Partner's corporate assets, subject to all of its liabilities and obligations, which have been assumed by the Partnership. Those assets and liabilities shall be recorded on the books of the Partnership in the same amounts as reflected in the books of the initial Limited Partner, subject to any adjustments that may be required under Corporate Generally accepted accounting principles applied on a basis consistent with the past practices of the initial Limited Partner.

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#### **Issuance of Additional Units**

8.04. To raise additional capital for the Partnership or for any proper Partnership purpose, the Corporate General Partner is authorized to issue additional Units from time to time and to admit the parties to whom those additional Units are issued as Limited Partners in the Partnership. However, the total Units of the Partnership shall not exceed 5000 outstanding Units at any one time. The Corporate General Partner shall have sole and complete discretion in determining the consideration, terms, and conditions with respect to any future issuance of Units and is authorized and directed to perform any actions that it deems to be necessary or advisable in connection with the future issuance of Units.

#### **No Additional Contribution**

8.05. No Partner shall at any time be required to make any additional contribution to the Partnership.

### **ARTICLE IX**

#### **ALLOCATION OF PROFITS AND LOSSES**

After expenses payable to the Corporate General Partner are deducted, the net profits or losses of the Partnership for each fiscal quarter will be allocated among the record holders of Units at the end of the fiscal quarter. The allocation shall be in proportion to their respective Participating Percentages, Provided, however, the profit or loss for a Unit which has been purchased during a Quarter shall be allocated based upon the price of the Unit at the time that the Unit was purchased during said quarter.

### **ARTICLE X**

#### **DISTRIBUTIONS AND COMPENSATION**

##### **Distributions Each Fiscal Year**

10.01. The Corporate General Partner shall determine the amounts, if any, to be distributed for each Unit and the times of distribution to the holders of the Units. However, distributions of not less than 50 percent of the taxable net income of the Partnership for each fiscal year, as reported in its federal income tax return for that year, shall be made no later than 30 days after the close of the fiscal year, subject to any restrictions on the distributions as may be provided under any instrument that governs indebtedness of the Partnership. The Corporate General Partner shall designate a record date to determine the owners of Units who shall be entitled to receive any distributions.

##### **Management Fees**

10.02. The Corporate General Partner shall not be paid management fees for its services to the Partnership unless or until the Corporate General Partner has obtained a Commodity Pool Operator License. Once the Corporate General Partner has obtained such a license, the Corporate General Partner shall be paid management fees for the services to the Partnership at the rate determined by the majority vote of the Limited Partners.

##### **Costs and Expenses of Corporate General Partner**

10.03. The Partnership shall reimburse the Corporate General Partner, at the Partnership's sole cost and expense, for the direct and indirect expenses that the Corporate General Partner incurs in performing services for the Partnership. These expenses include, but are not limited to accounting and legal fees; and other expenses that relate to the acquisition, financing, operation, or disposition of the business of the Partnership.

##### **Use of Independent Accountants**

10.04. Except with respect to matters as to which the Corporate General Partner is granted discretion in this Agreement, the opinion of independent accountants retained by the Partnership

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from time to time, as may be in the sole discretion of either the General Corporate Partner or at least the holders of 50% of the Limited Partner Unit, shall be final and binding with respect to all computations and determinations required to be made under this Article, including computations and determinations in connection with any distribution pursuant to Article XVIII, below.

**ARTICLE XI**  
**BOOKS OF ACCOUNT, RECORDS, AND REPORTS**  
**Inspection of Partnership Books and Records**

11.01. Proper and complete records and books of account shall be kept by the Corporate General Partner. All matters relative to the Partnership's business that are usually entered into records and books of account maintained by persons engaged in businesses of like character shall be entered in the books and records of the Partnership. The Partnership books and records shall be kept on an accrual basis in accordance with Corporate Generally accepted accounting principles, consistently applied. The books and records shall be open to the reasonable inspection and examination of the Partners or their duly authorized representatives during reasonable business hours. The Corporate General Partner shall furnish a list of names and addresses of all Limited Partners to any Limited Partner who requests such a list in writing for any legitimate purpose.

**Yearly Accounting**

11.02. No later than 120 days after the end of each fiscal year of the Partnership, the Corporate General Partner shall furnish to each Limited Partner a report of the business and operations of the Partnership during the year, which report shall constitute the accounting of the Corporate General Partner for that year. The report shall contain a copy of the annual financial statement of the Partnership showing the Partnership's profit or loss for the year and the allocation of the profit or loss among the holders of the Units. If more than fifty percent (50%) of the Limited Partners so request, the statement shall have been audited by the Partnership's independent accountant and shall otherwise be in a form with the contents that the Corporate General Partner deems proper.

**ARTICLE XII**  
**FISCAL YEAR**

The fiscal year of the Partnership shall be determined by the Corporate General Partner.

**ARTICLE XIII**  
**PARTNERSHIP FUNDS**

The funds of the Partnership shall be deposited in any bank account(s), brokerage account(s), mutual fund account(s) and/or invested in any other type of account, whether interest-bearing or noninterest-bearing, that the Corporate General Partner in its sole discretion shall designate. All withdrawals from any of the bank accounts and any actions taken with regard to the investments shall be made by the duly authorized agent or agents of the Corporate General Partner.

**ARTICLE XIV**  
**STATUS OF LIMITED PARTNERS**  
**No Participation in Management**

14.01. The Limited Partners shall not participate in the management or control of the Partnership's business, shall not transact any business for the Partnership, and shall not have the

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power to act or bind the Partnership. Those powers are vested solely in the Corporate General Partners.

#### **Personal Liability**

14.02. No Limited Partner shall have any personal liability whatever, whether to the Partnership, to any of the Partners, or to the creditors of the Partnership, for the debts of the Partnership or any of its losses, except to the extent of the Limited Partner's rights and interests in and to the Partnership and its assets.

#### **Death or Incapacity of Limited Partner**

14.03. The death or legal incapacity of a Limited Partner shall not cause a dissolution of the Partnership, but on occurrence of such an event, the rights of the Limited Partner to share in the profits and losses of the Partnership, to receive distributions of Partnership funds, and to assign a Partnership interest pursuant to Article XVI, below, shall devolve on his or her personal representative. In the event of the death of a Limited Partner whose Partnership Units are held in joint tenancy, these rights shall pass to the surviving joint tenant, subject to the terms and conditions of this Agreement. The Partnership shall continue as a Limited Partnership despite the death or legal incapacity of a Limited Partner. In no event shall a personal representative or surviving joint tenant become a substituted Limited Partner, except with the consent of the Corporate General Partner in accordance with Paragraph 16.02, below.

### **ARTICLE XV**

#### **Corporate General PARTNERS**

#### **Management and Control of the Business**

15.01. The Corporate General Partner shall have exclusive authority to manage and control the business and affairs of the Partnership. Pursuant to the foregoing, the Corporate General Partner shall have all of the rights and powers of a Corporate General partner as provided in the Uniform Limited Partnership Act of the State of Florida and as otherwise provided by law. Any action taken by the Corporate General Partner shall constitute the act of, and serve to bind, the Partnership. In dealing with the Corporate General Partner acting on behalf of the Partnership, no person shall be required to inquire into the authority of the Corporate General Partner to bind the Partnership. Although the powers of management are to be vested exclusively in the Corporate General Partner, it is recognized that the act of any Individual Corporate General Partner, including the execution in the Partnership name of any instrument, for apparently carrying on the business of the Partnership in the usual way will bind the Partnership, unless the person with whom the Corporate General Partner is dealing has knowledge of the Corporate General Partner's lack of authority.

#### **Powers of Corporate General Partner**

15.02. The Corporate General Partner shall have the right, power, and authority to perform on behalf of the Partnership all acts that, in its sole judgment, are necessary or desirable to carry out its duties and responsibilities, including, but not limited to, the right, power, and authority to incur all reasonable expenditures; to employ and dismiss from employment any employees, agents, independent contractors, attorneys, and accountants; to sell, exchange, or grant an option for the sale or exchange of all or any portion of the Partnership's real and personal property; to lease all or any portion of any property for any purpose and without limit as to the term of the lease; to borrow money and, as security for the money, to mortgage or grant security interests in all or any part of any property; to prepay in whole or in part, refinance, modify, or extend any indebtedness; to undertake

any and all of the foregoing at any price, rental, or amount, for cash, securities, or other property, and on any terms the Corporate General Partner deems proper; to place record title to any property in his name or in the name of a nominee or a trustee; to adjust, compromise, settle, or refer to arbitration any claim against or in favor of the Partnership or any nominee; to institute, prosecute, and defend any legal proceeding that relates to the business or property of the Partnership; to delegate all or any portion of the powers granted in this Agreement to one or more attorneys-in-fact; and to execute, acknowledge, and deliver any and all instruments to effectuate any and all of the foregoing. The Corporate General Partner is also empowered to admit an assignee of a Limited Partner's interest to be a substituted Limited Partner, pursuant to the terms of Paragraph 16.02, below.

#### **Time Devoted to Partnership Business**

15.03. The Corporate General Partner shall devote such time to the Partnership business as, in its sole discretion, it shall deem to be necessary to the management and supervision of the Partnership business and affairs. However, nothing in this Agreement shall preclude the employment, at the expense of the Partnership, of any agent or third party to manage or provide other services with respect to the Partnership property subject to the control of the Corporate General Partner.

#### **Other Business Ventures**

15.04. The following, to be referred to as Affiliates, may engage in or possess any interest in other business ventures of any kind, independently or with others: (1) the Corporate General Partner; (2) the officers, directors, and stockholders of the Corporate General Partner; (3) any member of the families of any of them; and (4) any other person or firm, other than the Corporate General Partner, to which any of them is related or in which any of them is interested. Such other interests may include, but are not limited to the type of business in which the partnership engages, for their own account or for the account of others. The fact that any Affiliate may encounter and take advantage of opportunities to do any of the foregoing for himself, herself, or on behalf of others in whom the Affiliate may or may not have an interest shall not alone subject the Affiliate to any liability to the Partnership or any of the Partners due to the loss of opportunity. Neither the Partnership nor any Partner shall have any right by virtue of this Agreement, or the partnership relationship created by this Agreement, in or to the ventures or activities or the income or profits derived from the ventures or activities. The pursuit of the ventures and activities shall not be deemed wrongful or improper. Affiliates are not, however, authorized to engage in or possess any interest in any business venture that is competitive with the business of the Partnership in Jacksonville, Florida.

#### **Dealing With Partnership**

15.05. Any Affiliate other than the Corporate General Partner may be employed or retained by the Partnership and may otherwise deal with the Partnership (whether as a buyer, lessor, lessee, manager, furnisher of services, broker, agent, lender, or otherwise). An Affiliate may receive from the Partnership any compensation, price, or other payment that the Corporate General Partner determines to be fair and reasonable, and neither the Partnership nor any of the Partners shall have any rights in or to any income or profits derived from such employment. Without limiting the Corporate Generality of the foregoing, an Affiliate may purchase from the Partnership any property or an interest in any property for any price that is fair and reasonable (regardless of whether the price is greater or less than the cost of the property to the Partnership). However, the purchase shall be

permitted only if the price is at least the fair market value of the property and only if the price has been confirmed, in a written evaluation report signed by an independent appraiser retained by the Corporate General Partner, as being not less than the fair market value of the property.

#### **Personal Liability**

15.06. The Corporate General Partner shall not be liable, responsible, or accountable in damages or otherwise to the Partnership or to any Limited Partner for any act or failure to act on behalf of the Partnership within the scope of the authority conferred on the Corporate General Partners by this Agreement or by law, unless the act or omission was performed or omitted fraudulently or in bad faith, constituted wanton and willful misconduct, or involved gross negligence.

#### **Indemnification**

15.07. The Partnership shall indemnify and hold harmless each Corporate General Partner and the agents of the Corporate General Partner (referred to as "Indemnified Parties") from and against any loss, expense, damage, or injury that the Indemnified Party suffers or sustains due to any act, omission, or alleged act or omission that arises out of that Indemnified Party's activities on behalf of the Partnership or in furtherance of the interest of the Partnership. Such losses, expenses, damages, or injuries shall include, but are not limited to, any judgment, award, settlement, reasonable attorneys' fees, and other costs or expenses incurred in connection with the defense of any actual or threatened action, proceeding, or claim; and any payments made by the Corporate General Partner to any of its officers or directors pursuant to an indemnification agreement no broader than this Paragraph. However, the act, omission, or alleged act or omission on which an actual or threatened action, proceeding, or claim is based must not have been performed or omitted fraudulently or in bad faith, as a result of wanton and willful misconduct, or due to gross negligence by the Indemnified Party.

#### **Tax Elections**

15.08. The Corporate General Partner may, in its sole discretion, make or revoke any election available to the Partnership under the Internal Revenue Code, as amended from time to time. Each of the Partners will on request supply any information necessary to give proper effect to any election.

#### **Additional Corporate General Partners**

15.09. Additional Corporate General Partners may be admitted at any time by the written consent or affirmative vote of the Partners that hold a majority of the then-outstanding Units.

### **ARTICLE XVI**

#### **TRANSFER OF PARTNERSHIP INTERESTS AND WITHDRAWAL OF LIMITED PARTNERS**

##### **Assignment of Limited Partnership Interest**

16.01. A Limited Partner or any assignee of a Limited Partnership interest who has not become a substituted Limited Partner may assign the whole or any part of his or her interest in the Partnership. The assignment shall be made by executing and acknowledging a written instrument of assignment that is satisfactory in form to the Corporate General Partner and the terms of which are not inconsistent with or contrary to the provisions of this Agreement. It shall become effective with regard to the Partnership on filing with the Partnership a duly executed and acknowledged counterpart of that instrument. Any assignment pursuant to this Paragraph shall be effective, and shall be recognized by the Corporate General Partner, as of the close of business on the day on which

the Partnership actually received the counterpart of the instrument of assignment.

#### **Rights of Assignees**

16.02. If an assignment of the whole or any part of a Partnership Unit is made to an assignee other than a Corporate General Partner, the assignee shall not have the right to become a substituted Limited Partner in place of the assignor unless all of the conditions of Paragraph 16.01, above, and all of the following additional conditions have been satisfied:

- (1) The duly executed and acknowledged written instrument of assignment that has been filed with the Partnership shall expressly state that it is the assignor's intention that the assignee become a substituted Limited Partner in the assignor's place.
- (2) The assignor and assignee shall have executed and acknowledged any other instruments that the Corporate General Partner deems necessary or desirable to effect the admission, including, if requested, the written acceptance and adoption by the assignee of all the provisions of this Agreement, including the power of attorney set forth in Article XIX, below.
- (3) The Corporate General Partner shall have consented in writing to the substitution. The grant or denial of consent shall be in the sole and absolute discretion of the Corporate General Partner.

After the initial substitution of Limited Partners following the distribution by American Future Values Corporation of its interest in the Partnership to its stockholders pursuant to its Plan of Complete Liquidation and Dissolution, any substitution of Limited Partners pursuant to this Paragraph shall be effective only as of the last day of the fiscal year in which all of the conditions in this Agreement have been satisfied. The Corporate General Partner shall not be required to amend the Partnership's Certificate of Limited Partnership more than once each year to reflect substitutions, unless the Limited Partner has withdrawn from the Partnership.

#### **Agreement Binding on Assignee**

16.03. Any person admitted to the Partnership as a substituted Limited Partner shall be subject to and bound by all the provisions of this Agreement as if originally a party to this Agreement.

#### **Assignment of Units by Corporate General Partner**

16.04. A Corporate General Partner may assign Units in the same manner as a Limited Partner. Any assignment of less than all of the Units of a Corporate General Partner shall not constitute a withdrawal by the Corporate General Partner from the Partnership. Any assignee of the Corporate General Partner's Units (other than another Corporate General Partner) shall be deemed to be an assignee of an interest in the Partnership to the extent of the Units assigned. Any Assignee of a Corporate General Partner shall be eligible to become a substituted Limited Partner on compliance with the conditions set forth in Paragraph 16.02, above.

#### **Transfers Resulting in Termination Not Permitted**

16.05. No Partner or other person who has become the holder of an interest in the Partnership shall transfer, assign, or encumber all or any of his or her interest in the Partnership or withdraw from the Partnership during any fiscal year if the transfer, assignment, or encumbrance would, in the sole opinion of the Corporate General Partner, result in the termination of the Partnership for purposes of federal taxation pursuant to the Internal Revenue Code, as amended from time to time.

#### **Voting by Assignor**

16.06. In the event a vote of the Partners shall be taken for any reason pursuant to this Agreement, a Limited Partner shall, solely for the purpose of determining the number of Units held by him or her in weighting his or her vote, be deemed the holder of any Units assigned by that Partner if the assignee has not become a substituted Limited Partner.

#### **Withdrawal of Limited Partners**

16.07 An individual drawing account shall be maintained for each Limited Partner, to which shall be credited or debited his or her share of the net profits or net losses of the Partnership. Any Partner may, at any time and from time to time, withdraw all or any part of the credit balance in his or her drawing account., Each Limited Partner may make withdrawals from his or her capital account from time to time, but only in such amounts and at such times as are unanimously approved by the Corporate General Partner. In the event that a Limited Partner wishes to withdraw from the Partnership and the Corporate General Partner does not determine that such withdrawal shall result in the termination of the Partnership for purposes of federal taxation, as stated in Section 16.05 of this Agreement, the Limited Partner shall provide written notice to the Corporate General Partner that the Limited Partner wishes to withdraw from the Limited Partnership by hand delivery, by one day delivery service, or by United States Mail, registered, postage prepaid. The Corporate General Partner shall have two (2) days from the date that the Corporate General Partner receives notice that a Limited Partner wishes to withdraw to provide the withdrawing Limited Partner with the then present value of the Limited Partner's Units in the Limited Partnership. In the event of withdrawal of a Limited Partner, the Corporate General Partner shall be required to file an amendment to the Partnership's Certificate of Limited Partnership

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### **ARTICLE XVII DISSOLUTION OF THE PARTNERSHIP**

#### **Election Not to Dissolve**

17.01. The death, insanity, bankruptcy, or withdrawal from the Partnership of any Corporate General Partner shall dissolve the Partnership unless within sixty days the remaining Corporate General Partner or Corporate General Partners shall elect to continue the Partnership business. An election shall be evidenced by a notice sent to the Limited Partners within 60 days after the occurrence of the event that gives rise to the election. In the event of an election, the Partnership shall not be dissolved, but shall continue with the remaining Corporate General Partner or Corporate General Partners alone. If the sole remaining Corporate General Partner or Corporate General Partners shall be one or more of the Individual Corporate General Partners, all rights, powers, and authority vested by this Agreement in the Corporate General Partner shall be vested in the remaining Individual Corporate General Partner or Partners. In the event no election is made, the Partnership shall be dissolved and terminated in accordance with Article XVIII, below.

#### **Events Causing Dissolution**

17.02. The occurrence of any of the following events shall cause an immediate dissolution of the Partnership:

- (1) The death, insanity, bankruptcy, dissolution, or withdrawal of the last remaining Corporate General Partner.
- (2) The sale of all the business assets of the Partnership.

- (3) The agreement in writing by Partners holding a majority of all the then-outstanding Units to dissolve the Partnership.
- (4) The termination of the term of Partnership pursuant to Article VI, above.

#### **Bankruptcy of Corporate General Partner**

17.03. For purposes of this Agreement, a Corporate General Partner shall be deemed to be in "bankruptcy" on the occurrence of any of the following:

- (1) The filing of an application by the Corporate General Partner for, or a consent to, the appointment of a trustee for the Corporate General Partner's assets.
- (2) The filing by the Corporate General Partner of a voluntary petition in bankruptcy, or the filing of a pleading in any court of record that admits the inability of the Corporate General Partner to pay debts as they become due.
- (3) The making by the Corporate General Partner of a Corporate General assignment for the benefit of creditors.
- (4) The filing by the Corporate General Partner of an answer that admits the material allegations of, or consents to, or the defaulting in answering, a bankruptcy petition filed against the Corporate General Partner in any bankruptcy proceeding.
- (5) The entry of an order, judgment, or decree by any court of competent jurisdiction that adjudicates the Corporate General Partner to be bankrupt or appoints a trustee for the Corporate General Partner's assets if the order, judgment, or decree continues unstayed and in effect for any period of sixty consecutive days.

#### **Removal of Corporate General Partner**

17.04. On the written consent or affirmative vote of the Partners holding a majority of the then-outstanding Units, any Corporate General Partner may be removed. Any Corporate General Partner so removed shall, for the purpose of this Agreement, be deemed to have "withdrawn" from the Partnership as a Corporate General Partner, but shall be deemed to continue as a Limited Partner with respect to his or her Partnership Units. The removal of a Corporate General Partner shall in no way derogate from any rights or affect any obligations of the Corporate General Partner attributable to the period prior to the date of removal.

#### **ARTICLE XVIII**

#### **ADDITIONAL PROVISIONS CONCERNING DISSOLUTION OF THE PARTNERSHIP**

##### **Winding Up**

18.01. In the event of dissolution of the Partnership for any reason, the Corporate General Partner shall proceed promptly and shall continue with reasonable expedition to wind up the affairs of and liquidate the Partnership. The holders of the Units shall continue to share profits and losses during the period of liquidation in the same proportion as before the dissolution. The Corporate General Partner shall have full rights and unlimited discretion to determine the time, manner, and terms of any sale or sales of Partnership property pursuant to the liquidation, with due regard to the activity and condition of the relevant market and Corporate General financial and economic conditions.

##### **Distribution of Proceeds**

18.02. After paying or providing for the payment of all debts and liabilities of the Partnership and all expenses of liquidation, and subject to the right of the Corporate General Partner to set up such reserves as it may deem reasonably necessary for any contingent or

unforeseen liabilities or obligations of the Partnership, the proceeds of the liquidation and any other assets of the Partnership shall be distributed to or for the benefit of the Partners in accordance with their respective interests in the Partnership.

#### **Final Statement of Partnership**

18.03. Within a reasonable time following the completion of the liquidation of the Partnership, the Corporate General Partner shall supply to each of the Partners a statement, audited by the Partnership's independent public accountants, that shall set forth the assets and the liabilities of the Partnership as of the date of the complete liquidation and each Unit holder's pro rata portion of distributions pursuant to Paragraph 18.02, above.

#### **No Recourse**

18.04. Each holder of a Unit shall look solely to the assets of the Partnership for all distributions with respect to the Partnership, for his or her reimbursement of the capital contribution made to the Partnership, and for his or her share of profits or losses of the Partnership. The holder of any Unit shall have no recourse for these items against any Corporate General Partner or any Limited Partner. No holder of a Unit shall have any right to demand or receive property other than cash on dissolution and termination of the Partnership.

#### **Certificate of Cancellation**

18.05. On the completion of the liquidation of the Partnership and the dissolution of all Partnership assets, the Partnership shall terminate and the Corporate General Partner shall have the authority to execute and record a Certificate of Cancellation of the Partnership as well as any and all other documents required to effectuate the dissolution and termination of the Partnership.

### **ARTICLE XIX**

#### **POWER OF ATTORNEY**

##### **Authority of Corporate General Partner**

19.01. The Partners, jointly and severally, irrevocably constitute and appoint the Corporate General Partner, with full power of substitution, as their true and lawful attorney-in-fact in their name, place, and stead to make, execute, sign, acknowledge, record and file on their behalf and on behalf of the Partnership the following:

- (1) A Certificate of Limited Partnership, a Certificate of Doing Business Under an Assumed Name, and any other certificates or instruments that may be required to be filed by the Partnership or the Partners under the laws of the State of Florida and any other jurisdiction, the laws of which may be applicable.
- (2) A Certificate of Cancellation of the Partnership and any other instruments or documents that may be deemed necessary or desirable by the Corporate General Partner on termination of the Partnership business.
- (3) Any and all amendments of the instruments described in (1) and (2), above, provided those amendments are either required by law to be filed, are consistent with this Agreement, or have been authorized by the particular Partner or Partners.
- (4) Any and all other instruments that may be deemed necessary or desirable by the Corporate General Partner to carry out fully the provisions of this Agreement in accordance with its terms.

##### **Use of Power of Attorney**

19.02. The foregoing grant of authority:

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NINTH JUDICIAL CIRCUIT  
MIAMI, FLORIDA

- (1) Is a Special Power of Attorney coupled with an interest, is irrevocable, and shall survive the death or incapacity of the Partner granting the power.
- (2) May be exercised by the Corporate General Partner on behalf of each Partner by a facsimile signature or by listing all of the Partners executing any instrument with a single signature as attorney-in-fact for all of them.
- (3) Shall survive the delivery of an assignment by a Partner of the whole or any portion of the Partner's interest.

#### ARTICLE XX NOTICES

All notices and demands required or permitted under this Agreement shall be in writing and shall be deemed to have been delivered on deposit in the United States mail, certified or registered, postage prepaid, to the Partners at their addresses as shown from time to time on the records of the Partnership. Any Partner may specify a different address by notifying the Corporate General Partner in writing of the different address.

#### ARTICLE XXI AMENDMENT OF LIMITED PARTNERSHIP AGREEMENT **Amendment by Majority of Outstanding Units**

21.01. Except as otherwise required by law, this Agreement may be amended in any respect on the affirmative vote of the Partners holding a majority of the then-outstanding Units. If Partners holding more than 20 percent of the then-outstanding Units request in writing that the Corporate General Partner submit to a vote of the Partners a proposed amendment to this Agreement, the Corporate General Partner shall do so. Any vote of the Partners may be accomplished at a meeting of the Partners called for this purpose by the Corporate General Partner on not less than, ten (10) days' prior notice or, instead of a meeting, by the written consent of the required percentage of Partners.

#### **Amendment of Certificate**

21.02. If this Agreement is amended pursuant to this Article, the Corporate General Partner shall amend the Certificate of Limited Partnership to reflect the change if it deems an amendment of the Certificate to be necessary or appropriate.

#### ARTICLE XXII MISCELLANEOUS **Entire Agreement**

22.01. This Agreement constitutes the entire agreement among the parties. It supersedes any prior agreement or understanding among them, and it may not be modified or amended in any manner other than as set forth in this Agreement.

#### **Governing Law**

22.02. This Agreement and the rights of the parties under this Agreement shall be governed by and interpreted in accordance with the substantive, but not the choice of law, laws of the State of Florida and the United States of America

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IN WITNESS WHEREOF the foregoing Limited Partnership Agreement has been executed this 16 day of July, 1999, in the case of both American Future Value, Inc. and of Ricardo Mejias Incorporated, by a duly authorized representative.

Corporate General PARTNER:  
Ricardo Mejias Incorporated

By: [Signature]  
Ricardo Mejias, President

LIMITED PARTNER:  
American Future Value Corporation

By: [Signature]  
Ricardo Mejias, President

State of Florida       )  
                                  )SS:  
County of Duval       )

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The Foregoing Limited Partnership Agreement was SUBSCRIBED AND SWORN to before me by Ricardo Mejias, on behalf of both American Future Value Corporation and Ricardo Mejias Incorporated on July 16th 1999. Ricardo Mejias personally appeared before me and ☐ is personally known to me or ☒ has produced Driver License as identification.

Emily C. Carrier  
Notary Public, State of Florida  
My commission expires:  
My commission number is:

EMILY C. CARRIER  
Notary Public, State of Florida  
My Comm. expires May 4, 2003  
Comm. No. CC 833071

Exhibit A

Capital Contribution America Future Ltd,

General Corporate Partner,  
Ricardo Mejias Incorporated

Limited Partner  
America Future Value Corporation

Amount	No. of General Partner Units
\$100.00	.0005699

Amount	No. of Limited Partner Units
\$175,546	91.3540000

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