12-083

Roate, George

From: John Kniery [JKniery@foleyandassociates.com]
Sent: Thursday, September 27, 2012 10:49 AM
To: Roate, George
Cc: Abraham Gutnicki; Brian Levinson; Ed Grogg; CJ Lukaart
Subject: RE: Project 12-083 Springfield Nursing & Rehab
Attachments: SCFA12092709430.pdf; SCFA12092709431.pdf

RECEIVED
SEP 27 2012
HEALTH FACILITIES & SERVICES REVIEW BOARD

George: Thanks for your timely return correspondence. To address your concerns voiced in our telephone conversation and the email below please refer to the comments below:

1. In accordance with our telephone conversation this morning, attached hereto is a copy of the revised Table A correcting the rounding and addition errors.

2. Illinois Does not provide Certificates of Good Standing for Limited Partnerships.

3. I only provided you with the MS Springfield's Certificate of Limited Partnership and not the entire conversion document. However, I am providing that to you as an attachment to this correspondence.

I trust that all of your concerns have been addressed and that the Application can be deemed complete straight away. Thank you for your consideration on this matter.

John P. Kniery

Health Care Consultant
Foley & Associates, Inc.
1638 So. MacArthur Boulevard
Springfield, Illinois 62704
217.544.1551 - Office
217.544.3615 - Facsimile
foley@foleyandassociates.com

jkniery@foleyandassociates.com

CONFIDENTIALITY NOTICE

This transmission and the attachments accompanying it contain confidential information belonging to the sender that is legally privileged. The information is intended only for the use of the individual or entity named above. The authorized recipient of this information is prohibited from disclosing this information to any other party and is required to destroy the information after its stated need has been fulfilled unless otherwise required by law. If you have received this transmission in error, please notify the sender immediately and destroy all copies of this message including any attachments. If you are not the intended recipient, you are hereby notified that any disclosure, copying, distribution or publication of this message, or the taking of any action based on it is strictly prohibited. The sender hereby reserves all legal rights it has in this message and all rights to take action to protect it or obtain damages for unauthorized disclosure copying, distribution, publication or use.

From: Roate, George [mailto:George.Roate@Illinois.gov]
Sent: Thursday, September 27, 2012 10:15 AM
To: John Kniery
Subject: Project 12-083 Springfield Nursing & Rehab

John:
I just finished running through the application, and I have the following:

1) Certificates of Good Standing for MS Springfield, LP, and MPG Healthcare LP
2) Location of document defining MPG Springfield's switch from LLC to an LP

While neither of these will prohibit this application from being called complete, having or having access to these is beneficial.
As you know, the main issue here is the compliance issues stemming from 08-063. We have until 5:00pm to get this on the December Agenda, and until 10/10/12, to deem this complete.
Please keep me posted is anything develops. Thanks.

12-083

RECEIVED

SEP 27 2012

HEALTH FACILITIES &
SERVICES REVIEW BOARD

APPENDIX A

REVISED September 27, 2012

Project Costs and Sources of Funds

Complete the following table listing all costs associated with the project. When a project or any component of a project is to be accomplished by lease, donation, gift, or other means, the fair market or dollar value (refer to Part 1130.140) of the component must be included in the estimated project cost. If the project contains non-reviewable components that are not related to the provision of health care, complete the second column of the table below. Note, the use and sources of funds must equal.

Project Costs and Sources of Funds			
USE OF FUNDS	**CLINICAL**	**NONCLINICAL**	**TOTAL**
Preplanning Costs	4,355	2,145	6,500
Site Survey and Soil Investigation	6,700	3,300	10,000
Site Preparation	27,906	**13,744**	**41,650**
Off Site Work	65,054	32,041	97,095
New Construction Contracts	6,968,000	3,432,000	10,400,000
Modernization Contracts	0	0	0
Contingencies	702,665	**346,088**	1,048,754
Architectural/Engineering Fees	36,850	18,150	55,000
Consulting and Other Fees	373,860	184,140	558,000
Movable or Other Equipment (not in construction contracts)	335,706	165,347	501,053
Bond Issuance Expense (project related)	0	0	0
Net Interest Expense During Construction (project related)	515,900	254,100	770,000
Fair Market Value of Leased Space or Equipment	0	0	0
Other Costs To Be Capitalized	73,330	**36,118**	109,448
Acquisition of Building or Other Property (excluding land)	0	0	0
TOTAL USES OF FUNDS	**9,110,326**	**4,487,174**	13,597,500
SOURCE OF FUNDS	**CLINICAL**	**NONCLINICAL**	**TOTAL**
Cash and Securities	**1,850,326**	**747,174**	**2,597,500**
Pledges	0	0	0
Gifts and Bequests	0	0	0
Bond Issues (project related)	0	0	0
Mortgages	7,260,000	3,740,000	11,000,000
Leases (fair market value)	0	0	0
Governmental Appropriations	0	0	0
Grants	0	0	0
Other Funds and Sources	0	0	0
TOTAL SOURCES OF FUNDS	9,110,325	4,487,175	13,597,500

The bolded numbers where corrected due to rounding errors

12-083

State of Indiana
Office of the Secretary of State

RECEIVED

SEP 27 2012

HEALTH FACILITIES &
SERVICES REVIEW BOARD

CERTIFICATE OF AMENDMENT

of

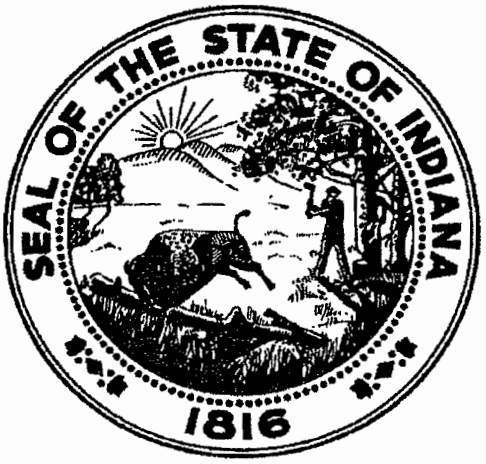
MS SPRINGFIELD, LLC

I, CONNIE LAWSON, Secretary of State of Indiana, hereby certify that Articles of Amendment of the above Domestic Limited Liability Company (LLC) have been presented to me at my office, accompanied by the fees prescribed by law and that the documentation presented conforms to law as prescribed by the provisions of the Indiana Business Flexibility Act.

The name following said transaction will be:

MS SPRINGFIELD, L.P.

NOW, THEREFORE, with this document I certify that said transaction will become effective Monday, June 18, 2012.



In Witness Whereof, I have caused to be affixed my signature and the seal of the State of Indiana, at the City of Indianapolis, June 18, 2012.

Connie Lawson

CONNIE LAWSON,
SECRETARY OF STATE

20100817004 75 / 2012061811987

ARTICLES OF ENTITY CONVERSION:
Conversion of an Indiana Non-Corporation Business Entity Into an Indiana Limited Partnership
State Form 51673 (R / 2-11)
Approved by State Board of Accounts, 2004

2012 JUN 18 AM 9:55

CHARLES P. WHITE
SECRETARY OF STATE
CORPORATE DIVISION
302 W. Washington Street, Rm. E018
Indianapolis, IN 46204
Telephone: (317) 232-6576
www.sos.in.gov

INSTRUCTIONS: Use 8 ½" x 11" white paper for attachments.
Present original and one copy to the address in upper right corner of this form.
Please TYPE or PRINT.
Please visit our office on the web at www.sos.in.gov.

Indiana Code 23-1-18-3
FILING FEE: $30.00

ARTICLES OF CONVERSION
OF
MS Springfield, LLC
*(hereinafter "**Non-surviving** Business Entity")*

INTO
MS Springfield, L.P.
*(hereinafter "**Surviving LP**")*

APPROVED AND FILED
Connie Hanson
IND. SECRETARY OF STATE

ARTICLE I: PLAN OF ENTITY CONVERSION

a. Please set forth the Plan of Conversion, containing such information as required *by Indiana Code 23-1-38.5-11*, attach herewith, and designate it as "Exhibit A."
The plan must specify the following:
- A statement indicating that the type of business entity the surviving entity will be is an LP;
- The terms and conditions of the conversion;
- The manner and basis of converting the interests, securities, obligations, rights to acquire interests or other securities of Non-surviving Business Entity following its conversion into the shares of Surviving LP; and
- The full text, as in effect immediately after the consummation of the conversion, of the organic documents, if any, of Surviving LP.

b. Please read and sign the following statement.
I hereby affirm under penalty of perjury that the plan of conversion is in accordance with the organic document of Non-surviving Business Entity and is duly authorized as required by the laws of the State of Indiana.

Signature _____ Printed Name Paul Ezekiel Turner Title President of Manager

ARTICLE II: NAME AND TYPE OF NON-SURVIVING BUSINESS ENTITY

a. The name of Non-surviving Business Entity immediately before filing these Articles of Entity Conversion is the following:
MS Springfield, LLC

b. Please state the type of business entity of Non-surviving Business Entity below.
Limited liability company

ARTICLE III: NAME AND PRINCIPLE OFFICE OF SURVIVING LP

a. The name of Surviving LP is the following:
MS Springfield, L.P.
- (Please note pursuant *to Indiana Code 23-16-2-1*, this name must include the words "Limited Partnership", "L.P.", or "LP").

b. The address of Surviving LP's Principal Office is the following:

Street Address *(number and street)*	City	State	ZIP code
109 West Jackson Street	Cicero	IN	46034

ARTICLE IV: REGISTERED OFFICE AND AGENT OF SURVIVING LP

Registered Agent: The name and street address of Surviving LP's Registered Agent and Registered Office for service of process are the following:

Name of Registered Agent			
Christopher J. Lukaart			
Address of Registered Office *(number and street or building)*	City		ZIP code
109 West Jackson Street	Cicero	Indiana	46034

ARTICLE V: GENERAL PARTNERS OF SURVIVING LP

Please state the names and business addresses of each general partner of Surviving LP.

Name			
Mainstreet Asset Management, Inc.			
Address of business *(number and street)*	City	State	ZIP code
109 West Jackson Street	Cicero	IN	46034
Name			
Address of business *(number and street)*	City	State	ZIP code
Name			
Address of business *(number and street)*	City	State	ZIP code
Name			
Address of business *(number and street)*	City	State	ZIP code

ARTICLE VI: PARTNERSHIP AGREEMENT OF SURVIVING LP (OPTIONAL)

Please attach herewith, and designate as "Exhibit B," any matters or terms concerning Surviving LP that the general partners of Surviving LP wish to include.

ARTICLE VII: DISSOLUTION OF SURVIVING LP

Please state the latest date upon which the LP is to dissolve *(month, day, year)*:

December 31, 2061

In Witness Whereof, the undersigned being an officer or other duly authorized representative of above-stated Surviving LP executes these Articles of Entity Conversion and verifies, subject to penalties of perjury, that the statements contained herein are true,

this 18th day of June, 20 12.

Signature	Printed Name
	Paul Ezekiel Turner
Title	
President of Mainstreet Asset Management, Inc., the Manager of MS Springfield, LLC	

EXHIBIT A

PLAN OF ENTITY CONVERSION

Pursuant to the provisions of the Indiana Business Corporation Law, as amended (the "Law"), and the Indiana Business Flexibility Act, as amended (the "Act"), MS Springfield, LLC, an Indiana limited liability company ("Converting Entity"), hereby sets forth the following Plan of Entity Conversion:

WITNESSETH:

WHEREAS, the Converting Entity was duly organized as an Indiana limited liability company on August 17, 2010; and

WHEREAS, the Member and the Manager of the Converting Entity have unanimously determined for good and valid business purposes that it is in the best interest of the Converting Entity to convert into MS Springfield, L.P., an Indiana limited partnership ("Surviving Entity"), pursuant to the provisions of the Law, the Act and this Plan of Entity Conversion.

ARTICLE I

Name and Type of the Surviving Entity

On the Effective Date (as defined in Section 5.1 below) and in accordance with the provisions of the Law and the Act, the Converting Entity shall be converted into the Surviving Entity (the "Conversion"). On and after the Effective Date, the name of Surviving Entity shall be MS Springfield, L.P., an Indiana limited partnership.

ARTICLE II

Terms and Conditions of Conversion

2.1 **Effect of the Conversion**. As of the Effective Date, the Conversion shall result in the following:

(i) Title to all real and personal property, both tangible and intangible of the Converting Entity shall remain in the Surviving Entity without reversion or impairment;

(ii) The liabilities of the Converting Entity shall remain the liabilities of the Surviving Entity;

(iii) An action or proceeding pending against the Converting Entity shall continue against the Surviving Entity as if the Conversion had not occurred;

(iv) The Certificate of Limited Partnership attached to this Plan of Entity Conversion as **Exhibit 1** shall constitute the formation document of the Surviving Entity;

(v) The Surviving Entity shall be considered to be an Indiana limited partnership for all purposes;

(vi) The Surviving Entity shall be considered to be the same entity without interruption as the Converting Entity that existed before the Conversion; and

(vii) The Surviving Entity shall be considered to have been organized on the date that the Converting Entity was originally organized.

2.2 **Converting Entity's Organization Documents**. As of the Effective Date, the Articles of Organization and Operating Agreement of the Converting Entity shall be treated as having been cancelled and will no longer govern the internal management and operations of the Surviving Entity.

ARTICLE III

Manner and Basis of Converting the Membership Units of the Converting Entity into Partnership Units in the Surviving Entity

Following the Conversion, the Member of the Converting Entity shall hold a ninety-nine and ninety nine hundredths percent (99.99%) limited partnership interest in the Surviving Entity, and the Manager of the Converting Entity shall hold a one-hundredth of one limited liability percent (.01%) general partnership interest in the Surviving Entity (the "General Partner"). All interests of the Member in the Converting Entity shall be null and void.

ARTICLE IV

Organizational Documents of the Surviving Entity

The Certificate of Limited Partnership of the Surviving Entity, MS Springfield, L.P., as in effect immediately after consummation of the Conversion, is attached hereto as **Exhibit 1**.

ARTICLE V

Miscellaneous

5.1 **Effective Date and Time**. The Conversion shall become effective as of the date that the Articles of Entity Conversion are filed with the Indiana Secretary of State. The date and time upon which the Conversion becomes effective is referred to herein as the "Effective Date."

5.2 **Further Action**. From time to time on and after the Effective Date, the General Partner of the Surviving Entity may act in the name of the Converting Entity, may execute and deliver all such proper deeds, assignments and other instruments and take or cause to be taken all such further or other actions as the Surviving Entity, or its successors or assigns, may deem necessary or advisable in order to vest in, perfect or confirm to the Surviving Entity and its successors and assigns, the title to and possession of all the property, rights, privileges, powers

and franchises to which it is entitled and otherwise to carry out the intent and purposes of this Plan of Entity Conversion.

5.3 **Governing Law**. This Plan of Entity Conversion shall in all respects be governed and construed under the laws of the State of Indiana, without regard to Indiana's law regarding conflicts of law.

5.4 **Severability**. If any provision of this Plan of Entity Conversion is held to be invalid or unenforceable by a court of competent jurisdiction, this Plan of Entity Conversion shall be interpreted and enforceable as if such provision were severed or limited, but only to the extent necessary to render such provision and this Plan of Entity Conversion enforceable.

[Remainder of page intentionally left blank.]

IN WITNESS WHEREOF, the Converting Entity, by its duly authorized officer, has executed this Plan of Entity Conversion as of this 18th day of June, 2012.

MS Springfield, LLC, by
Mainstreet Asset Management, Inc., as Manager

By: _____
Paul Ezekiel Turner, President

KD_3821088_1.DOC

Exhibit 1

Certificate of Limited Partnership

LIMITED PARTNERSHIP AGREEMENT

OF MS SPRINGFIELD, L.P.

DATED AS OF JUNE 18, 2012

MS SPRINGFIELD, L.P.
LIMITED PARTNERSHIP AGREEMENT

This Limited Partnership Agreement of MS Springfield, L.P. (the "***Partnership***") is dated and made effective as of June 18, 2012, by and among, Mainstreet Asset Management, Inc., an Indiana corporation, in its capacity as general partner (the "***General Partner***") and Mainstreet Property Group, LLC, an Indiana limited liability company, and such other individuals and entities as shall hereafter become limited partners as hereinafter provided (hereafter individually referred to as a "***Limited Partner***" and collectively referred to as the "***Limited Partners***").

ARTICLE I.
DEFINITIONS; DETERMINATIONS

Section 1.1. Definitions. Capitalized terms used in this Agreement shall have the meanings set forth below or as otherwise specified herein:

"***Act***" means the Indiana Revised Uniform Limited Partnership Act, as amended.

"***Affiliate***" of another person means (a) any person directly or indirectly owning, controlling or holding with power to vote 20% or more of the outstanding voting securities of such other person; (b) any person 20% or more of whose outstanding voting securities are directly or indirectly owned, controlled or held with power to vote by such other person; (c) any person directly or indirectly controlling, controlled by or under common control with such other person; and (d) any officer, director, general partner, co-partner, manager or employee of such other person.

"***Agreement***" means this Limited Partnership Agreement, as amended from time to time. References to this Agreement will be deemed to include all provisions incorporated in this Agreement by reference.

"***Capital Account***" has the meaning set forth in Section 3.3.

"***Capital Contribution***" with respect to each Partner means the aggregate amount of cash received by the Partnership from such Partner pursuant to his, her, or its Commitment.

"***Certificate of Limited Partnership***" has the meaning set forth in Section 2.1.

"***Code***" means the Internal Revenue Code of 1986, as amended from time to time, and all rules and regulations promulgated thereunder.

"***Commitment***" means, with respect to each Partner, the aggregate amount of cash agreed to be contributed as capital to the Partnership by such Partner as specified in Exhibit A attached hereto, as the same may be amended from time to time under the terms of this Agreement.

"***General Partner***" has the meaning set forth in the introductory paragraph to this Agreement.

"***Limited Partners***" has the meaning set forth in the introductory paragraph to this Agreement.

"***Net Loss***" for any period means the excess of all the Partnership's expenses for such period over all of the Partnership's income for such period.

"***Net Profit***" for any period means the excess of all of the Partnership's income for such period over all of the Partnership's expenses for such period.

"***Organizational Expenses***" means all fees, costs and expenses (including, without limitation, travel, printing, legal and accounting fees and expenses) incurred in connection with, and incidental to, the organization and funding of the Partnership.

"***Partners***" means the General Partner and the Limited Partners.

"***Partnership***" has the meaning set forth in the introductory paragraph.

"***Regulatory Allocations***" has the meaning set forth in Section 3.5(b).

"***Securities Act***" means the Securities Act of 1933, as amended.

"***Tax Distributions***" has the meaning set forth in Section 4.2.

Section 1.2. Determinations.

(a) An exchange of securities shall be treated as a sale if, under generally accepted accounting principles, the Partnership realizes gain or loss on such exchange, in which case the basis of the securities received in the exchange shall be adjusted to reflect the gain or loss realized.

(b) Any determination to be made based upon a specified proportion of the "Limited Partner interests" shall be determined on the basis of Commitments of all Limited Partners at the time as of which a determination is made.

(c) A "majority in interest," a stated percentage "in interest," or fractions "in interest" of the Limited Partners means Limited Partners holding a majority, such stated percentage, or fraction of the Limited Partner interests (determined on the basis of Commitments) held by all Limited Partners at the time as of which a determination is made.

ARTICLE II.
GENERAL PROVISIONS

Section 2.1. Partnership. The Partners hereby agree to form a limited partnership pursuant to and in accordance with this Agreement and the Act. The term of the Partnership shall commence upon the filing of the Certificate of Limited Partnership for the Partnership (the "***Certificate of Limited Partnership***") with the Secretary of State of Indiana and shall continue until dissolution and termination of the Partnership in accordance with the provisions of Article IX hereof.

Section 2.2. Name. The name of the Partnership shall be "MS Springfield, L.P." or such other name or names as the General Partner may designate from time to time. The General Partner shall promptly notify each Limited Partner in writing of any material change in the Partnership's name.

Section 2.3. Purposes and Powers. The Partnership is organized to engage in any businesses that may be lawfully conducted by a limited partnership organized pursuant to the Act, either alone, or in association with, or as agent or representative for, any other person. In carrying out the purposes of the Partnership, but subject to all other provisions of this Agreement, and without limitation, the Partnership is authorized to:

(i) Acquire, hold, rent, lease and otherwise manage, operate, construct, reconstruct, improve, renovate, rehabilitate, maintain, finance, sell, transfer, convey, exchange, assign, mortgage or otherwise deal with or dispose of any real or personal property or interests therein that may be necessary, convenient, or incidental to the accomplishment of the purposes of the Partnership;

(ii) Borrow money and issue evidences of indebtedness in furtherance of any or all of the purposes of the Partnership, and to extend, repay, and renegotiate the terms of any such indebtedness, and to secure the same by mortgage, assignment, pledge, or grant of other security interest on assets of the Partnership;

(iii) Enter into, perform, and carry out contracts and agreements of any kind, including contracts with the Partners or any of them, necessary or convenient or incidental to the accomplishment of the purposes of the Partnership;

(iv) Bring and defend actions at law or in equity;

(v) Make prudent interim investments, including, without limitation, obligations of federal, state and local governments or their agencies, mutual funds, commercial paper, money-market funds, and bank certificates of deposit; and

(vi) Engage in any kind of lawful activity, and perform and carry out contracts of any kind and execute, acknowledge, and deliver instruments of any kind that are necessary or convenient and permitted by the Act in connection with the accomplishment of the purposes of the Partnership.

Section 2.4. Place of Business. The principal place of business of the Partnership shall be located at 109 West Jackson Street, P.O. Box 767, Cicero, Indiana 46034. In addition, or alternatively, the Partnership shall maintain offices at such other places as the General Partner may from time to time determine.

Section 2.5. Agent for Service of Process. Christopher J. Lukaart shall be the Company's agent for service of process within the State of Indiana and for such purpose the address for service shall be 109 West Jackson Street, P.O. Box 767, Cicero, Indiana 46034.

Section 2.6. Title to Company Property. All property owned by the Partnership, whether real or personal, tangible or intangible, shall be deemed to be owned by the Partnership as an entity, and no Partner, individually, shall have any ownership of such property. The Partnership may hold any of its assets in its own name or in the name of a nominee, which nominee may be one or more individuals, companies, corporations, trusts and other entities.

ARTICLE III.
CAPITAL COMMITMENTS; CAPITAL CONTRIBUTIONS; CAPITAL ACCOUNTS; ALLOCATIONS

Section 3.1. Capital Commitments. The Partners commit to make Capital Contributions to the Partnership in the amounts of the Commitments set forth opposite their respective names on Exhibit A attached hereto, as amended from time to time in accordance with the applicable provisions of this Agreement.

Section 3.2. Capital Contributions. Each Partner shall make Capital Contributions in an aggregate amount equal to his, her or its Commitment by contributing at the date of this Agreement. Each Capital Contribution to the Partnership shall be made by means of a check or by wire transfer of funds to an account designated by the General Partner.

Section 3.3. Capital Accounts. A capital account (each, a "***Capital Account***") shall be established and maintained for each Partner on the books of the Partnership, (a) which shall be credited with (i) the Capital Contributions made by such Partner, when and as received by the Partnership, and (ii) such Partner's allocable share of income and gains, and (b) from which shall be deducted distributions to such Partner of cash or other property and such Partner's allocable share of losses, deductions and expenses. To the extent not provided for in the preceding sentence, the Capital Accounts of the Partners shall be adjusted and maintained in accordance with Treasury Regulations Section 1.704-1(b)(2)(iv). The General Partner shall normally adjust the Partners' Capital Accounts at the end of each fiscal quarter of the Partnership, but the General Partner may adjust the Capital Accounts more often if a new Partner is admitted to the Partnership or if, in the General Partner's judgment, circumstances otherwise make it advisable to do so.

Section 3.4. Capital Account Allocations. Except as provided elsewhere in this Agreement, Net Profits (and items thereof) and Net Losses (and items thereof) for any fiscal year shall be allocated among the Partners in the same manner and proportion, and with the same character, as distributions are made pursuant to Article IV and in a manner such that the Capital Account of each Partner is equal (proportionately) to the amount of distributions that would be made to such Partner during such fiscal year pursuant to Article IV, if (i) the Partnership were dissolved and terminated; (ii) its affairs were wound up and each Partnership asset was sold for cash equal to its book value (except that any Partnership asset that has actually been disposed of in such fiscal year shall be treated as if sold for an amount of cash equal to the sum of (x) the amount of any net cash proceeds actually received by the Partnership in connection with such

disposition and (y) the fair market value of any property actually received by the Partnership in connection with such disposition); (iii) all Partnership liabilities were satisfied (limited with respect to each nonrecourse liability to the book value of the assets securing such liability); and (iv) the net assets of the Partnership were distributed in accordance with Article IV to the Partners immediately after giving effect to such allocation. The General Partner may, in its discretion, make such other assumptions (whether or not consistent with the above assumptions) as it deems necessary or appropriate in order to effectuate the intended economic arrangement of the Partners.

Section 3.5. Special Allocations.

(a) Regulatory Allocations.

(i) General Rules. Except as otherwise provided in this Section 3.5(a), for each fiscal period, items of Partnership income, gain, loss, deduction and expense shall be allocated, for Federal, state and local income tax purposes, among the Partners in the same manner as allocated pursuant to Section 3.4.

(ii) Section 704(c) of the Code. Income, gains, losses and deductions with respect to any property (other than cash) contributed or deemed contributed to the capital of the Partnership shall, solely for income tax purposes, be allocated among the Partners so as to take account of any variation between the adjusted basis of such property to the Partnership for Federal income tax purposes and its fair market value at the time of the contribution or deemed contribution in accordance with Section 704(c) of the Code and the Treasury Regulations promulgated thereunder. Such allocations shall be made in such manner and utilizing such permissible tax elections as determined in the discretion of the General Partner.

(iii) Revaluation of Property. If there is a revaluation of Partnership property, subsequent allocations of income, gains, losses or deductions with respect to such property shall be allocated among the Partners so as to take account of any variation between the adjusted tax basis of such property to the Partnership for Federal income tax purposes and its fair market value in accordance with Section 704(c) of the Code and the Treasury Regulations promulgated thereunder. Such allocations shall be made in such manner and utilizing such permissible tax elections as determined in the discretion of the General Partner.

(iv) Minimum Gain Chargeback. Notwithstanding any other provision of this Article III, if there is a net decrease in partnership minimum gain (as defined in Treasury Regulations Section 1.704-2 (b)(2) and (d)) during any fiscal year, the Partners shall be specially allocated items of Partnership income and gain for such fiscal year (and, if necessary, subsequent fiscal years) in an amount equal to the portion of such Partner's share of the net decrease in partnership minimum gain, determined in accordance with Treasury Regulations Section 1.704-2(f) and (g). This Section 3.5(a)(iv) is intended to comply with the minimum gain chargeback requirement in such section of the Treasury Regulations and shall be interpreted consistently therewith.

(v) Partner Minimum Gain Chargeback. Notwithstanding any other provision of this Article III, if there is a net decrease in Partner nonrecourse debt minimum gain (as determined in accordance with Treasury Regulation Section 1.704-2(i)(3)) attributable to a Partner nonrecourse debt (as defined in Treasury Regulations Section 1.704-2(i)) during any fiscal year, each Partner shall be specially allocated items of Partnership income and gain for such fiscal year (and, if necessary, subsequent fiscal years) in an amount equal to the portion of such Partner's share of the net decrease in Partner nonrecourse debt minimum gain attributable to such Partner's nonrecourse debt, determined in accordance with Treasury Regulations Section 1.704-2(i). This Section 3.5(a)(v) is intended to comply with the minimum gain chargeback requirement in such section of the Treasury Regulations and shall be interpreted consistently therewith.

(vi) Qualified Income Offset. In the event any Limited Partner unexpectedly receives any adjustments, allocations, or distributions described in Treasury Regulations Sections 1.704-1(b)(2)(ii)(d) (4), (5) or (6), items of Partnership income and gain shall be specially allocated to each such Limited Partner in an amount and manner sufficient to eliminate, to the extent required by the Treasury Regulations, the deficit, if any, in such Limited Partner's Capital Account (as determined under Treasury Regulations Section 1.704-1) as quickly as possible, provided that an allocation pursuant to this Section 3.5(a)(vi) shall be made only if and to the extent that such Limited Partner would have such Capital Account deficit after all other allocations provided for in this Article III have been tentatively made as if this Section 3.5(a)(vi) were not in this Agreement. This Section 3.5(a)(vi) is intended to comply with the qualified income offset provisions in Treasury Regulations Section 1.704-1(b)(2)(ii)(d) and shall be interpreted consistently therewith.

(vii) Gross Income Allocation. In the event any Limited Partner has a deficit balance in such Limited Partner's Capital Account (as determined after crediting such Capital Account for any amounts that such Limited Partner is obligated to restore or is deemed obligated to restore pursuant to Treasury Regulations Section 1.704-2), items of Partnership income and gain shall be specially allocated to such Limited Partner in an amount and manner sufficient to eliminate such deficit (as so determined) of such Limited Partner's Capital Account as quickly as possible; provided that an allocation pursuant to this Section 3.5(a)(vii) shall be made only if and to the extent that such Limited Partner would have such Capital Account deficit (as so determined) after all other allocations provided for in Article III (other than Section 3.5(a)(vi)) have been tentatively made as if this Section 3.5(a)(vii) were not in this Agreement.

(viii) Nonrecourse Deductions. Nonrecourse deductions (as defined in Treasury Regulation Section 1.704-2(b)(1)) for any fiscal year shall be specially allocated among the Partners in proportion to their sharing of Net Profits and Net Losses.

(ix) Partner Nonrecourse Deductions. Any partner nonrecourse deductions (as defined in Treasury Regulation Sections 1.704-2(i)(1) and 1.704-2(i)(2)) for any fiscal year shall be specially allocated to the Partner who bears the economic risk of loss with respect to the partner nonrecourse debt to which such partner nonrecourse deductions are attributable in accordance with Treasury Regulation Section 1.704-2(i)(1).

(x) Section 754 Adjustments. To the extent an adjustment to the adjusted tax basis of any Partnership asset pursuant to Section 734(b) or Section 743(b) of the Code is required pursuant to Treasury Regulation Section 1.704-1(b)(2)(iv)(m)(2) or 1.704-1(b)(2)(iv)(m)(4) to be taken into account in determining Capital Accounts as the result of a distribution to a Partner in complete liquidation of the Partner's Interest in the Partnership, the amount of such adjustment to Capital Accounts shall be treated as an item of gain (if the adjustment increases the basis of the asset) or loss (if the adjustment decreases such basis), and such gain or loss shall be specially allocated to the Partners in accordance with their Interests in the Partnership in the event Treasury Regulation Section 1.704-1(b)(2)(iv)(m)(2) applies, or to the Partner to whom such distribution was made in the event Treasury Regulation Section 1.704-1(b)(2)(iv)(m)(4) applies.

(xi) Loss Allocation Limitation. No allocation of Net Losses (or items thereof) shall be made to any Partner to the extent that such allocation would create or increase a deficit in such Partner's Capital Account (as determined after debiting such Capital Account for the items described in Treasury Regulations Section 1.704-1(b)(2)(ii)(d)(4),(5) and (6) and crediting such Capital Account for any amounts that such Partner is obligated to restore or is deemed obligated to restore pursuant to Treasury Regulations Section 1.704-2).

(b) Curative Allocations. The allocations set forth in Section 3.5(a) hereof (the "***Regulatory Allocations***") are intended to comply with certain requirements of the Treasury Regulations. It is the intent of the Partners that, to the extent possible, all Regulatory Allocations shall be offset either with other Regulatory Allocations or with special allocations of other items of Partnership income, gain, loss or deduction pursuant to this Section 3.5. Therefore, notwithstanding any other provision of this Article III (other than the Regulatory Allocations), the Members shall make such offsetting special allocations of Partnership income, gain, loss, or deduction so that, after such offsetting allocations are made, each Partner's Capital Account balance is, to the extent possible, equal to the Capital Account balance such Partner would have had if the Regulatory Allocations were not part of the Agreement and all Partnership items were allocated pursuant to Section 3.4.

(c) Capital Accounts Not Affected. Allocations pursuant to this Section 3.5 are solely for Federal, state and local tax purposes and shall not affect, or in any way be taken into account in computing, any Partner's Capital Account or allocable share of Net Profits (or items thereof) or Net Loss (or items thereof).

Section 3.6. Determinations by General Partner. All matters concerning the computation of Capital Accounts, the allocation of items of Partnership income, gain, loss, deduction and expense for all purposes of this Agreement and the adoption of any accounting procedures not expressly provided for by the terms of this Agreement shall be determined by the General Partner in its discretion. Such determinations shall be final and conclusive as to all the Partners. Without in any way limiting the scope of the foregoing, if and to the extent that, for income tax purposes, any item of income, gain, loss, deduction or expense of any Partner or the Partnership is constructively attributed to, respectively, the Partnership or any Partner, or any contribution to or distribution by the Partnership or any payment by any Partner or the Partnership is recharacterized, the General Partner may, in its discretion and without limitation,

specially allocate items of Partnership income, gain, loss, deduction and expense and/or make correlative adjustments to the Capital Accounts of the Partners in a manner so that the net amount of income, gain, loss, deduction and expense realized by each relevant party (after taking into account such special allocations) and the net Capital Account balances of the Partners (after taking into account such special allocations and adjustments) shall, as nearly as possible, be equal, respectively, to the amount of income, gain, loss, deduction and expense that would have been realized by each relevant party and the Capital Account balances of the Partners that would have existed if such attribution and/or recharacterization and the application of this sentence of this Section 3.6 had not occurred. Notwithstanding anything expressed or implied to the contrary in this Agreement, in the event the General Partner shall determine, in its discretion, that it is prudent to modify the manner in which the Capital Accounts, or any debits or credits thereto, are computed in order to effectuate the intended economic sharing arrangement of the Partners, the General Partner may make such modification.

ARTICLE IV.
DISTRIBUTIONS

Section 4.1. General Distribution Policy. The General Partner may, in its sole discretion (but shall not be required to), cause the Partnership to make distributions of cash, property and securities to the Partners at any time and from time to time; provided that, except for liquidating distributions, the General Partner shall use its reasonable efforts to make all such discretionary distributions in cash. Distributions are subject, in all cases, to the availability of cash after paying Partnership Expenses and setting aside appropriate reserves for anticipated liabilities, obligations and commitments of the Partnership. To the extent that all or any portion of a distribution to the General Partner, if made pursuant to the other provisions of this Article IV, would reduce the Capital Account of the General Partner below zero, or would increase an existing deficit in such Capital Account, the General Partner may, in its sole discretion, make such distribution or portion thereof one hundred (100%) to the Limited Partners pro rata according to their respective Commitments.

Section 4.2. Tax Distributions. During each fiscal year or within ninety (90) days thereafter, the Partnership shall distribute in cash to each Partner an amount sufficient to enable such Partner to satisfy such Partner's Federal, state and local tax liabilities attributable to the items of income, gain, loss or deduction allocated to such Partner by the Partnership with respect to such fiscal year. The amount to be distributed shall be determined by the General Partner in consultation with the Partnership's independent public accountants and shall be computed for each Partner (i) as if such Partner were (A) subject to tax as a resident or domiciliary of Indiana and (B) taxable at the maximum rates provided for with respect to natural persons (or, if higher, with respect to taxable corporations) under federal income tax laws and those of Indiana as determined from time to time by the General Partner after consulting with accountants to the Partnership; (ii) as if allocations from the Partnership were, for such year, the sole source of income and loss for such Partner (but determined without regard to allocations of any Partnership items deductible by individuals only under § 212 of the Code); and (iii) without regard to the carryover of items of loss, deduction and expense previously allocated by the Partnership to such Partner. Notwithstanding the foregoing, the aggregate amount of any such distribution to each Partner may be reduced or not made on a pro rata basis with respect to any fiscal year if and to the extent determined by the General Partner in its sole discretion. "***Tax***

Distributions" means, with respect to any Partner and any fiscal period, the aggregate amount of cash distributable to such Partner pursuant to this Section 4.2 with respect to such fiscal period. The General Partner may in its sole discretion cause the Partnership to make Tax Distributions to Partners during any year to cover estimated taxes based on good-faith estimates of their respective tax liabilities attributable to Partnership tax items for such year.

Section 4.3. Distributions. Distributions other than Tax Distributions shall be made to the Partners on a cumulative basis in proportion to their respective Commitments.

Section 4.4. Limitations on Distributions. Anything in this Article IV to the contrary notwithstanding:

(a) no distribution shall be made to any Partner if and to the extent that such distribution would not be permitted under the Act; and

(b) in the General Partner's sole discretion, no distribution shall be made to any Partner if and to the extent that such distribution would cause such Partner's Capital Account to be reduced below zero.

ARTICLE V.
MANAGEMENT FEE; ORGANIZATIONAL EXPENSES

Section 5.1. Management Fee. The Partnership may pay management fees to the General Partner.

Section 5.2. Organizational Expenses. The Partnership shall pay or reimburse the General Partner for Organizational Expenses paid or incurred by it.

ARTICLE VI.
GENERAL PARTNER

Section 6.1. Management Authority. The management and operation of the Partnership shall be vested exclusively in the General Partner, which shall have the rights and powers which may be possessed by a general partner under the Act, and such other rights and powers as are otherwise conferred by law. The General Partner shall have the power on behalf and in the name of the Partnership to carry out any and all of the objectives and purposes of the Partnership and to perform all acts and enter into and perform all contracts and other undertakings which the General Partner, in its sole discretion, deems necessary, advisable or convenient to the discharge of its duties under this Agreement and to the management of the operations and affairs of the Partnership, including the power to acquire and dispose of any security held by the Partnership (including marketable securities). The act of the General Partner in carrying on the business of the Partnership will bind the Partnership.

Section 6.2. No Transfer, Withdrawal or Loans. The General Partner shall not sell, assign, transfer, pledge, mortgage or otherwise dispose of its General Partner interest in the Partnership and shall not borrow or withdraw any funds or securities from the Partnership, except as permitted by this Agreement.

Section 6.3. No Liability to Partnership or Limited Partners. It is recognized that decisions concerning investments or potential investments involve exercise of judgment and the risk of loss. The General Partner shall not be liable to any Limited Partner or the Partnership for any action taken as general partner with respect to the Partnership which is not in material violation of the provisions of this Agreement or for any action taken by the General Partner, or any member, employee or agent of the General Partner, except to the extent of the General Partner's or such other person's recklessness or willful malfeasance. The General Partner, its members, employees and agents, and their Affiliates shall be fully protected and justified with respect to any action or omission taken or suffered by any of them in good faith in a manner it or they reasonably believe to be in the best interests of the Partnership, or if such action or omission is taken or suffered in reliance upon and in accordance with the opinion or advice of third parties who are selected by any of them with reasonable care, including legal counsel as to matters of law, accountants as to matters of accounting, and investment bankers or appraisers as to matters of valuation.

Section 6.4. Indemnification. The Partnership shall indemnify the General Partner and its directors, officers, employees, agents, shareholders and Affiliates (and their respective partners, directors, officers, employees, agents, legal advisors and other professional advisors, shareholders and Affiliates (collectively, the "***Indemnified Parties***"), against any claims, liabilities, costs and expenses (including, without limitation, reasonable attorney fees and expenses in connection therewith and amounts paid in settlement thereof) to which the General Partner or any of such persons may directly or indirectly become subject in connection with any action taken or omitted to be taken on behalf of the Partnership or in connection with any involvement with the Partnership, but only to the extent that the Indemnified Parties (i) acted in good faith, (ii) acted in a manner reasonably believed to be in the best interests of the Partnership, and (iii) was neither reckless nor engaged in willful malfeasance. The Partnership shall pay the expenses incurred by persons entitled to indemnification hereunder in defending a pending or threatened civil or criminal action, suit, investigation or proceeding in advance of the final disposition of such action, suit or proceeding, upon receipt of an undertaking by such person or entity to repay such payment if such person shall be determined not to be entitled to indemnification therefor as provided herein. The foregoing indemnification shall be secondary to any other sources of indemnification actually received by the indemnified party.

Section 6.5. Formation of New Funds or Other Business Endeavors. Absent any other agreement among the Partners separate and apart from this Agreement, each Partner's interest in the business activities and endeavors of the other Partners is limited solely to his, her or its interest in the Partnership and no other business activities or endeavors of the other Partners. Further, no Partner's future business activities are restricted by the provisions of this Agreement.

Section 6.6. Certain Tax Matters. The General Partner agrees that it (a) will not cause or permit the Partnership to elect to be (i) excluded from the provisions of Subchapter K of the Code or (ii) treated as a corporation for Federal income tax purposes; (b) will cause the Partnership to make any election reasonably determined to be necessary or appropriate in order to ensure the treatment of the Partnership as a partnership for Federal income tax purposes; (c) will cause the Partnership to file any required tax returns in a manner consistent with its treatment as a partnership for Federal income tax purposes; and (d) has not taken, and will not

take, any action that would be inconsistent with the treatment of the Partnership as a partnership for such purposes.

ARTICLE VII.
LIMITED PARTNERS

Section 7.1. Limited Liability. The Limited Partners shall not be personally liable for any obligations of the Partnership and shall have no obligation to make contributions to the Partnership, except to the extent required by this Section 7.1 and Sections 3.1 and 3.2 and the Act; provided that a Limited Partner will remain liable for any portion of its Commitment not paid to the Partnership and shall be required to return any distribution made to it in error. To the extent any Limited Partner is required by the Act to return to the Partnership any distributions made to it and does so, such Limited Partner shall have a right of contribution from each other Limited Partner similarly liable to return distributions made to him, her or it to the extent that such Limited Partner has returned a greater percentage of the total distributions made to him, her or it than the percentage of the total distributions made to such other Limited Partner and so required to be returned by him, her or it.

Section 7.2. No Participation in Management. The Limited Partners shall not participate in the control, management, direction or operation of the affairs of the Partnership and shall have no power to act for or on behalf of, or bind, the Partnership. The Limited Partners shall have no right to vote on or approve any matter relative to the Partnership and its affairs, except as specifically provided in this Agreement.

Section 7.3. Transfer of Limited Partnership Interests.

(a) A Limited Partner may not sell, assign, transfer, pledge, mortgage or otherwise dispose of all or any of its interest in the Partnership (including any transfer or assignment of all or a part of its interest to a person who becomes an assignee of a beneficial interest in the Partnership even though not becoming a substitute Limited Partner) unless the General Partner has consented to such transfer or assignment in writing. Notwithstanding the foregoing, the General Partner's consent shall not be required for an assignment upon the death of a Limited Partner to his or her estate, heirs and/or to a trust for the benefit of his or her estate or heirs. Any person or entity which receives a Limited Partner interest pursuant to the preceding sentence shall become a substitute Limited Partner only if the requirements set forth in Section 7.3(e) are satisfied.

(b) As a condition to any transfer or assignment of a Limited Partner's interest (including a transfer not requiring the consent of the General Partner), the transferor, the transferee and counsel to the Partnership shall provide such legal opinions and documentation as the General Partner shall reasonably request, including but not limited to a legal opinion from counsel to the Partnership that such transfer will not result in the Partnership becoming a "publicly traded partnership" within the meaning of §§ 7704(b) or 469(k) of the Code. Any transferor and any transferee of a Partnership interest shall execute such documents as the General Partner may request to effectuate such disposition, including any representations which may be necessary in connection with the legal opinion required herein.

(c) No consent of any other Limited Partner shall be required as a condition precedent to any transfer, assignment or other disposition. The voting rights of any Limited Partner's interest shall automatically terminate upon any transfer of such interest to a trust, heir, beneficiary, guardian or conservator or upon any other transfer if the transferor no longer retains control over such voting rights and the General Partner has not consented in writing to such transferee becoming a substitute Limited Partner. As a condition to any transfer or assignment of a Limited Partner's interest (including a transfer not requiring the consent of the General Partner), the transferor and the transferee shall provide such legal opinions and documentation as the General Partner shall reasonably request.

(d) If a Limited Partner is ordered by a government agency to divest its Limited Partnership interest, or delivers an opinion of counsel (which counsel and opinion are satisfactory to the General Partner in its sole discretion) setting forth a basis for such Limited Partner's reasonable belief that it is legally required to divest its Limited Partnership interest, the General Partner shall use its reasonable efforts to assist the Limited Partner in finding a reasonably acceptable purchaser for such interest.

(e) A transferee or assignee of a Limited Partner interest who is not a substitute Limited Partner shall not be permitted to (i) vote with respect to such Limited Partnership interest, (ii) become a substitute Limited Partner, or (c) have access to any of the information set forth in Article IX. Notwithstanding anything to the contrary contained in this Section 7.3, a transferee or assignee of a Limited Partner interest shall not become a substitute Limited Partner (i) without the prior written consent of the General Partner (which consent may be withheld in its sole discretion), and (ii) without executing a copy of this Agreement or an amendment hereto in form and substance satisfactory to the General Partner in its sole discretion. Any substitute Limited Partner admitted to the Partnership with the consent of the General Partner shall succeed to all rights and be subject to all the obligations of the transferring or assigning Limited Partner with respect to the interest to which such Limited Partner was substituted. The term "Limited Partner(s)," when used in this Agreement, includes each substitute Limited Partner admitted to the Partnership.

(f) The transferor and transferee of any Limited Partner's interest shall be jointly and severally obligated to reimburse the General Partner and the Partnership for all reasonable expenses (including attorneys' fees and expenses) incurred in connection with or arising out of any transfer or proposed transfer of a Limited Partner's interest, whether or not consummated.

(g) The transferee of any Limited Partner interest shall be treated, for Capital Account purposes, as having made all of the Capital Contributions made by, and received all of the distributions received by, the transferor of such interest.

Section 7.4. No Withdrawal or Loans. Subject to the provisions of Section 7.3, no Limited Partner may withdraw as a Partner of the Partnership, nor shall any Limited Partner be required to withdraw from the Partnership, nor may a Limited Partner borrow or withdraw any portion of its Capital Account from the Partnership.

Section 7.5. No Termination. Neither the substitution, death, incompetency, dissolution (whether voluntary or involuntary) nor bankruptcy of a Limited Partner shall affect the existence

of the Partnership, and the Partnership shall continue for the term of this Agreement until its existence is terminated as provided herein.

Section 7.6. §754 Election. The General Partner may, in its sole discretion, make a Code §754 election and, upon the written request of Limited Partners holding a majority of the Limited Partner interests, the General Partner shall, if then permitted by applicable law, make such election.

ARTICLE VIII.
DURATION AND TERMINATION

Section 8.1. Duration. The duration of the Partnership shall be for the period set forth in the Articles of Conversion, unless terminated in accordance with Section 8.2, or as otherwise provided by law.

Section 8.2. Liquidation of the Partnership.

(a) Liquidation. Upon termination and dissolution, the Partnership shall be liquidated in an orderly manner in accordance with the provisions of this Agreement and the Act. The General Partner shall be the liquidator charged with winding up the affairs of the Partnership pursuant to this Agreement or, if the General Partner is not able to act as the liquidator, a liquidator shall be appointed by the Limited Partners holding a majority in interest of the Limited Partner. The expenses incurred by the liquidators in connection with winding up the Partnership, all other losses or liabilities of the Partnership incurred in accordance with the terms of this Agreement and reasonable compensation for the services of the liquidators shall be borne by the Partnership. Compensation for the services of the liquidators shall, in the case of the General Partner, be an amount approved by a majority in interest of the Limited Partners, unless a majority in interest of the Limited Partners shall fail to agree on an amount within ninety (90) days after receipt of notice of dissolution of the Partnership.

(b) Final Allocation and Distribution. Subject to the Act, following termination and dissolution of the Partnership (whether pursuant to Section 7.1 or otherwise), the General Partner shall make a final allocation of all items of income, gain, loss and expense in accordance with Article III hereof and the proceeds from liquidation shall be paid in the following manner:

(i) the expenses of liquidation (including legal and accounting expenses incurred in connection therewith up to and including the date that distribution of the Partnership's assets to the Partners has been completed) and the debts of the Partnership shall first be paid;

(ii) provision for such reserves as the General Partner (or other appointed liquidator) deems necessary or desirable shall next be made; and

(iii) all remaining proceeds shall be paid to all Partners in the manner prescribed in Article IV.

ARTICLE IX.
BOOKS OF ACCOUNT; MEETINGS

Section 9.1. Books of Account. The General Partner shall maintain, at the Partnership's principal office, complete and accurate books and records of the Partnership's affairs, which books and records shall be open, upon reasonable request, to inspection by any Partner (or its authorized representative) at any time during ordinary business hours. The books shall be kept on the cash basis of accounting, or on such other basis of accounting as the Partners may determine, and otherwise in accordance with accounting methods employed for federal income tax reporting purposes, and shall be closed and balanced at the end of each Fiscal Year of the Partnership and at such other times as the partners may determine is appropriate.

Section 9.2. Fiscal Year. The fiscal year of the Partnership shall be the calendar year, unless otherwise determined by the General Partner.

Section 9.3. Reports. The General Partner shall furnish the Limited Partners:

(a) within forty-five (45) days after the end of each full fiscal quarter of the Partnership, an unaudited financial statement for the Partnership for such period;

(b) within ninety (90) days after the end of each fiscal year, financial statements for the Partnership for such year, together with valuations of the Partnership's investments as of the end of such year (including a statement of each Partner's closing Capital Account balance); and

(c) within ninety (90) days after the end of each fiscal year, the Partnership's tax return, including forms 1065 and K-1.

Section 9.4. Annual Meeting. The General Partner shall hold a general informational meeting for the Limited Partners during each calendar year of the Partnership's term, at such time and place as the General Partner may designate in a notice delivered to the Limited Partners.

ARTICLE X.
MISCELLANEOUS

Section 10.1. Amendments.

(a) General Amendments. This Agreement may be amended only by the prior written consent of the General Partner and a majority in interest of the Limited Partners. In addition, (i) any amendment that increases the amount of a Partner's Commitment or causes a Partner to become liable as a general partner of the Partnership will require that Partner's prior written consent, and (ii) no amendment of this Section 10.1 will be valid as to any Limited Partner which adversely affects such Limited Partner in any material respect without the prior written consent of such Limited Partner.

(b) Notice. The General Partner will distribute to each Limited Partner a copy of any amendment to this Agreement.

Section 10.2. Entire Agreement. This Agreement, including all exhibits hereto and thereto, constitute the full and entire understanding and agreement among the parties with regard to the subject matter hereof and thereof. The terms of this Agreement and the Partnership subscription agreement supersede any description of the Partnership appearing in any other document, and any and all prior conversations, correspondence, memoranda and other writings are merged in, and replaced by, this Agreement.

Section 10.3. Successors. Except as otherwise provided herein, this Agreement shall inure to the benefit of and be binding upon the Partners and their legal representatives, heirs, successors and permitted assigns.

Section 10.4. Governing Law. This Agreement shall be construed in accordance with the laws of the State of Indiana notwithstanding the conflict of laws principles of any jurisdiction to the contrary, and, to the maximum extent possible, in such manner as to comply with all the terms and conditions of the Act.

Section 10.5. Severability. If it is determined by a court of competent jurisdiction that any provision of this Agreement is invalid under applicable law, such provision shall be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of this Agreement.

Section 10.6. Notices. All notices, demands and other communications to be given and delivered under or by reason of provisions under this Agreement shall be in writing and shall be deemed to have been given when personally delivered, sent by telecopy (with a hard copy to follow) or express overnight courier service, or mailed by first class certified mail, return receipt requested, to the addresses or telecopy numbers set forth in Exhibit A hereto or to such other address or telecopy number as has been indicated to the General Partner.

Section 10.7. Written Consent. Any action to be taken by the Partners hereunder may be taken at any time upon the written consent of such Partners holding at least the minimum interest in the Partnership that would be necessary to authorize or take that action; provided, however, all other Partners must be given written notice of such action promptly (and in no event more than thirty (30) days) following receipt of written consent of such Partners holding at least such necessary minimum interest in the Partnership.

Section 10.8. Partition. Each Partner agrees that he, she or it shall not cause a partition of any of the Partnership's property, whether by court action or otherwise, it being agreed that any such action would cause a substantial hardship to the Partnership and would be in breach and contravention of this Agreement.

Section 10.9. Headings. Section references and other descriptive headings contained in this Agreement are for convenience only and shall not control or affect the meaning or construction of any provision of this Agreement.

Section 10.10. Counterparts. This Agreement and any amendment hereto may be executed in any number of counterparts, any one of which need not contain the signatures of more than one party, but all of such counterparts together shall constitute one agreement.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed as of the date first above written.

GENERAL PARTNER:

Mainstreet Asset Management, Inc.

By: _____
Paul Ezekiel Turner, President

LIMITED PARTNER

Mainstreet Property Group, LLC

By: _____
Paul Ezekiel Turner, Chief Executive Officer

EXHIBIT A

AS OF JUNE 18, 2012

CAPITAL COMMITMENTS OF
GENERAL PARTNER AND LIMITED PARTNER

General Partner	Commitment	Percentage
Mainstreet Asset Management, Inc.	$100.00	.01%
Limited Partner	**Commitment**	
Mainstreet Property Group, LLC	interest in MS Springfield, LLC	99.99%
TOTAL:		**100%**

KD_3821089_2.DOC