

UNITED STATES  
 SECURITIES AND EXCHANGE COMMISSION  
 WASHINGTON, D.C. 20549

SCHEDULE 13D

UNDER THE SECURITIES EXCHANGE ACT OF 1934  
 (AMENDMENT NO. 8)\*

JACK HENRY & ASSOCIATES, INC.  
 (Name of Issuer)

Common Stock, \$.01 Par Value  
 (Title of Class of Securities)

426281-10-1

(CUSIP Number)

John W. Henry, 663 Highway 60, Monett, Missouri 65708 (417) 235-6652  
 (Name, Address and Telephone Number of Person  
 Authorized to Receive Notices and Communications)

June 25, 1996

(Date of Event which requires Filing of this Statement)

If the filing person has previously filed a statement on Schedule 13G to report the acquisition which is the subject of this Schedule 13D, and is filing this schedule because of Rule 13d-1(b)(3) or (4), check the following box ( ).

Check the following box if a fee is being paid with the statement ( ). (A fee is not required only if the reporting person: (1) has a previous statement on file reporting beneficial ownership of more than five percent of the class of securities described in Item 1; and (2) has filed no amendment subsequent thereto reporting beneficial ownership of five percent or less of such class.) (See Rule 13d-7.)

NOTE: Six copies of this statement, including all exhibits, should be filed with the Commission. See Rule 13d-1(a) for other parties to whom copies are to be sent.

\*The remainder of this cover page shall be filled out for a reporting person's initial filing on this form with respect to the subject class of securities, and for any subsequent amendment containing information which would alter disclosures provided in a prior cover page.

The information required on the remainder of this cover page shall not be deemed to be "filed" for the purpose of Section 18 of the Securities Exchange Act of 1934 ("Act") or otherwise subject to the liabilities of that section of the Act but shall be subject to all other provisions of the Act (however, see the Notes).

(1) Names of Reporting Persons . . . . . CUSIP NO. 426281-10-1  
 S.S. or I.R.S. Identification Nos. of above persons . . . . . John W. Henry  
 ###-##-####

(2) Check the appropriate box if a member of a group (a)  
 (see instructions) (b)

(3) SEC use only . . . . .

(4) Source of funds (see instructions) . . . . . N/A

(5) Check if disclosure of legal proceedings is required pursuant to Items 2(d) or 2(e).

(6) Citizenship or place of organization . . . . . United States

Number of shares beneficially owned by each reporting person with:

(7) Sole voting power . . . . . 894,114 which includes 27,031 held in his account under the Company's ESOP and 180,000 acquirable upon exercise of outstanding stock options.

(8) Shared voting power . . . . . -0-

(9) Sole dispositive power . . . . . 894,114 which includes 27,031 held in his account under the Company's ESOP and 180,000 acquirable upon exercise of outstanding stock options.

(10) Shared dispositive power . . . . . -0-

(11) Aggregate amount beneficially owned by each reporting person. 894,114

(12) Check if the aggregate amount in Row (11) excludes certain shares (see instructions).

(13) Percent of class represented by amount in Row (11) . . . 7.56%

(14) Type of reporting person  
(see instructions). . . . . IN

CUSIP NO. 426281-10-1

(1) Names of Reporting Persons . . . . . JKHY Partners  
S.S. or I.R.S. Identification Nos. of above persons . . . . .

(2) Check the appropriate box if a member of a group (a)  
(see instructions) (b)

(3) SEC use only . . . . .

(4) Source of funds (see instructions) . . . . . N/A

(5) Check if disclosure of legal proceedings is required pursuant to Items 2(d) or 2(e).

(6) Citizenship or place of organization . . . . . Missouri  
Number of shares beneficially owned by each reporting person with:

(7) Sole voting power . . . . . 1,250,000

(8) Shared voting power . . . . . -0-

(9) Sole dispositive power . . . . . 1,250,000

(10) Shared dispositive power . . . . . -0-

(11) Aggregate amount beneficially owned by each reporting person. 1,250,000

(12) Check if the aggregate amount in Row (11) excludes certain shares (see instructions).

(13) Percent of class represented by amount in Row (11) . . . . . 10.56%

(14) Type of reporting person (see instructions). . . . . PN

CUSIP NO. 426281-10-1

(1) Names of Reporting Persons . . . . . Michael E. Henry  
S.S. or I.R.S. Identification Nos. of above persons . . . . . ###-##-####

(2) Check the appropriate box if a member of a group (a)  
(see instructions) (b)

(3) SEC use only . . . . .

(4) Source of funds (see instructions) . . . . . N/A

(5) Check if disclosure of legal proceedings is required pursuant to Items 2(d) or 2(e).

(6) Citizenship or place of organization . . . . . United States

Number of shares beneficially owned by each reporting person with:

(7) Sole voting power . . . . . 2,404,752 which includes 24,806 owned individually, 1,250,000 held by JKHY Partners, 950,000 held in trust by Mr. Henry's mother, 9,946 allocated to his account under the Company's ESOP and 170,000 acquirable upon exercise of outstanding stock options.

(8) Shared voting power . . . . . -0-

(9) Sole dispositive power . . . . . 1,454,752 which includes 24,806 owned individually, 1,250,000 held by JKHY Partners, 9,946 allocated to his account under the Company's ESOP and 170,000 acquirable upon exercise of outstanding stock options.

(10) Shared dispositive power . . . . . 950,000 held in trust by Mr. Henry's mother, Eddina F. Henry.

(11) Aggregate amount beneficially owned by each reporting person. 2,404,752

(12) Check if the aggregate amount in Row (11) excludes certain shares (see instructions).

(13) Percent of class represented by amount in Row (11) . . . . . 20.34%

(14) Type of reporting person (see instructions). . . . . IN

CUSIP NO. 426281-10-1

(1) Names of Reporting Persons . . . . . Vicki Jo Henry  
S.S. or I.R.S. Identification Nos. of above persons . . . . . ###-##-####

(2) Check the appropriate box if a member of a group (see instructions)	(a)
(3) SEC use only . . . . .	(b)
(4) Source of funds (see instructions) . . . . .	N/A
(5) Check if disclosure of legal proceedings is required pursuant to Items 2(d) or 2(e).	
(6) Citizenship or place of organization . . . . .	United States
Number of shares beneficially owned by each reporting person with:	
(7) Sole voting power . . . . .	-0-
(8) Shared voting power . . . . .	-0-
(9) Sole dispositive power . . . . .	-0-
(10) Shared dispositive power . . . . .	-0-
(11) Aggregate amount beneficially owned by each reporting person.	-0-
(12) Check if the aggregate amount in Row (11) excludes certain shares (see instructions).	
(13) Percent of class represented by amount in Row (11) . . . . .	0%
(14) Type of reporting person (see instructions). . . . .	IN

This statement constitutes Amendment No. 8 to the Schedule 13D, dated June 7, 1991 (the "Schedule 13D"), as amended August 15, 1991, November 14, 1991, March 3, 1992, December 3, 1992 and December 15, 1993 and December 9, 1994, and January 12, 1996, previously filed by John W. Henry, JKHY Partners, Michael E. Henry and Vicki Jo Henry, with respect to the common stock, par value \$.01 per share (the "Common Stock"), of Jack Henry & Associates, Inc. (the "Company") which maintains its principal executive offices at 663 Highway 60, P.O. Box 807, Monett, Missouri 65708. Defined terms used herein shall have the same meaning as ascribed thereto in the Schedule 13D.

ITEM 1. SECURITY AND ISSUER.

ITEM 1 OF THE SCHEDULE 13D IS AMENDED IN ITS ENTIRETY TO READ AS FOLLOWS:

This statement relates to the Common Stock, par value \$.01 per share (the Common Stock ), of Jack Henry & Associates, Inc. (the Company ) which maintains its principal executive offices at 663 Highway 60, P.O. Box 807, Monett, Missouri 65708.

ITEM 2. IDENTITY AND BACKGROUND.

ITEM 2 OF THE SCHEDULE 13D IS AMENDED IN ITS ENTIRETY TO READ AS FOLLOWS:

This statement is filed jointly by (a) John W. Henry (b) JKHY Partners (the Partnership ) (c) Michael E. Henry and (d) Vicki Jo Henry.

- (a) John W. Henry. John W. Henry is Vice-Chairman of the Board and a Director of the Company and his business address is the same as the Company s business address set forth in Item 1 above. His principal employment is with the Company. He has served in management since 1977, currently as Senior Vice-President.
- (b) The Partnership. The Partnership was established in 1991 for financial and estate planning purposes of the Henry family and its business address is the same as the Company s business address as set forth above. Mr. Henry and his children, Michael E. Henry and Vicki Jo Henry, are General Partners of the Partnership. The organization of the Partnership could be deemed to have resulted in the formation of a group for purposes of Section 13(d) of the Securities Exchange Act of 1934 (the Exchange Act ) among John W. Henry, Michael E. Henry and Vicki Jo Henry. However, this statement does not constitute an admission that any such group exists.
- (c) Michael E. Henry. Michael E. Henry serves as the Chairman of the Board and as a Director of the Company. His business address is the same as the Company s business address set forth above. Michael E. Henry has served as a Director and Officer of the Company since 1986 and his current principal employment is as Chief Executive Officer of the Company.
- (d) Vicki Jo Henry. Vicki Jo Henry is the co-owner of Group VI Intermedia which is engaged in the advertising and marketing consulting business. Her business address at Group VI Intermedia is 6851 S. Holly Circle, Suite 270, Englewood, Colorado 80112.

During the last five years, neither the Partnership nor any of these individuals have been convicted in any criminal proceeding, nor have they been a party to a civil proceeding of a judicial or administrative body of competent jurisdiction as a result of which they were or are subject to a judgment, decree or final order enjoining the future violations of, or prohibiting or mandating activities subject to, Federal or State securities laws or finding any violation with respect to such laws. John W. Henry, Michael E. Henry and Vicki Jo Henry

are all United States citizens.

ITEM 4. PURPOSE OF TRANSACTION.

ITEM 4 OF THE SCHEDULE 13D IS AMENDED IN ITS ENTIRETY TO READ AS FOLLOWS:

On June 25, 1996, John W. Henry resigned from his position as Managing Partner of the Partnership. By the terms of the Partnership Agreement, his son Michael E. Henry became the successor Managing Partner, with the full power to vote and dispose of the Partnership's shares of Common Stock. In addition, on June 25, 1996, with the consent of John W. Henry's former spouse and the mother of Michael E. Henry, Eddina F. Henry, John W. Henry assigned to Michael E. Henry certain irrevocable proxies with respect to 950,000 shares of Common Stock held by Eddina F. Henry in trust. These transactions were intended to vest in Michael E. Henry the voting power associated with the Partnership's and with his mother's shares of Common Stock.

As a result of the above transactions, Michael E. Henry, the current Chairman of the Board and Chief Executive Officer of the Company, now controls voting of 20.34% of the Company's outstanding Common Stock, with corresponding reductions in the voting power of John W. Henry. John W. Henry may continue to sell shares of Common Stock from time to time as circumstances dictate. Mr. Henry may also make further transfers of voting rights with respect to shares beneficially owned by him to Michael E. Henry.

Michael E. Henry and the Partnership may continue to sell shares of Common Stock from time to time as circumstances dictate.

Michael E. Henry and John W. Henry currently serve as officers and directors of the Company and, in such positions, they have the power to influence the policies of the Company. Each intends to vote his Company stock, and Michael E. Henry intends to vote shares held by the Partnership and other shares over which he has voting power, in favor of plans, transactions and matters which Michael E. Henry and John W. Henry support. In addition, both John W. Henry and Michael E. Henry, through their positions and Company stock holdings, may be deemed to exert a controlling influence over the Company.

Other than as described herein, at the present time, none of the persons filing this statement have any concrete plans nor have they made any formal proposals relating to the acquisition of additional securities of the Company or the disposition of securities of the Company. In addition, none of the persons filing this statement have any plans to alter the Company's current policies and plans with respect to: any extraordinary corporate transactions, such as merger, reorganization or liquidation, involving the Company or any of its subsidiaries; a sale or transfer of a material amount of assets of the Company or any of its subsidiaries; any change in the present Board of Directors or management of the Company, including any plans or proposals to change the number or term of Directors or to fill any existing vacancies on the Board; any material change in the present capitalization or dividend policy of the Company; any other material change in the Company's business or corporate structure; changes in the Company's charter, by-laws or instruments corresponding thereto or other actions which may impede the acquisition of control of the Company by any person; causing the Common Stock to cease to be authorized for quotation on NASDAQ or to be eligible for termination of registration under Section 12 of the Exchange Act, or any other similar action.

ITEM 5. INTEREST IN SECURITIES OF THE ISSUER.

ITEM 5 OF THE SCHEDULE 13D IS AMENDED IN ITS ENTIRETY TO READ AS FOLLOWS:

John W. Henry may be deemed to beneficially own a total of 894,114 shares of Common Stock, representing 7.56% of the outstanding Common Stock; which includes 687,083 shares (5.84%) held individually, 27,031 shares (less than 1%) allocated to his account under the ESOP, and 180,000 shares (1.52%) acquirable upon the exercise of an outstanding stock option. With respect to the ESOP shares, he has the power to direct the manner in which the trustee of the ESOP is to vote such shares of Common Stock and, under certain circumstances, to direct the trustee of the ESOP as to the disposition of such shares of Common Stock.

The partnership holds 1,250,000 (erroneously reported in Amendment No. 7 to this Schedule 13D as 1,200,000) shares of Common Stock, representing 10.56% of the outstanding Company Common Stock. However, after giving effect to the shares of Common Stock beneficially owned by its partners, the partnership may be deemed to beneficially own a total of 3,298,866 shares, representing 27.91% of the outstanding Company Common Stock.

Vicki Jo Henry does not beneficially own any Common Stock in her individual capacity.

Michael E. Henry beneficially owns a total of 2,404,752 shares of Common Stock, representing 20.34% of the outstanding Common Stock, over which he has sole voting power. Included in this amount are 24,806 shares (less than 1%) owned individually, 9,946 shares (less than 1%) allocated to Michael E. Henry's account under the Company's ESOP, and 170,000 shares (1.44%) acquirable upon the exercise of outstanding stock options. He has the power to direct the manner in which the trustee of the ESOP is to vote such shares of Common Stock and, under certain circumstances, to direct the trustee of the ESOP as to the disposition of such shares of Common Stock. Also included in the amount are 1,250,000 shares (10.56%) held by the Partnership and 950,000 shares (8.04%) held in trust by Mr. Henry's mother, Eddina F. Henry. Under the terms of the Partnership Agreement, Mr. Henry as successor Managing Partner has sole voting and dispositive power over the shares of Company stock held by the Partnership. With respect to the shares held by the Trust, although he has been granted an irrevocable proxy to vote such shares, beneficial ownership of such shares is shared with Eddina F. Henry since the Trust has retained dispositive power over

the shares.

Eddina F. Henry resides at 411 Lincoln Road South, Monett, Missouri 65708. Mrs. Henry is not currently employed. During the last five years, she has not been convicted in any criminal proceeding, nor has she been a party to a civil proceeding of a judicial or administrative body of competent jurisdiction as a result of which she was or is subject to a judgment, decree or final order enjoining future violations of, or prohibiting or mandating activities subject to, federal or state securities laws or finding any violation with respect to such laws. Mrs. Henry is a United States citizen.

Both John W. Henry and Michael E. Henry have continued to sell shares of Common Stock in occasional open market transactions. Since the filing of the most recent Amendment to Schedule 13D, Michael E. Henry sold 20,000 shares of Common Stock on April 19, 1996 at \$28.75 per share. He obtained the shares by exercise of an outstanding stock option. Jack W. Henry sold 25,000 shares of Common Stock on May 16, 1996 at \$32.00 per share.

ITEM 6. CONTRACTS, ARRANGEMENTS, UNDERSTANDINGS OR RELATIONSHIPS WITH RESPECT TO SECURITIES OF THE ISSUER.

ITEM 6 OF THE SCHEDULE 13D IS AMENDED IN ITS ENTIRETY TO READ AS FOLLOWS:

John W. Henry, Michael E. Henry, Vicki Jo Henry and JKHY Partners have executed the Joint Filing Agreement dated July 2nd, 1996 which is attached hereto as Exhibit A.

John W. Henry, Michael E. Henry and Vicki Jo Henry are all General Partners in JKHY Partners, a Missouri General Partnership formed pursuant to the Restated Partnership Agreement dated as of June 12, 1991, a copy of which is attached hereto as Exhibit B. The Partnership Agreement sets forth the rights and obligations of the Partners. Jack W. Henry has resigned as Managing Partner and Michael E. Henry has succeeded him as Managing Partner. As a result, Michael E. Henry has the right to vote and dispose of the shares of Company Stock held by the Partnership. Pursuant to the Partnership Agreement and to facilitate the conduct of Partnership business, the Partners have granted to Michael E. Henry the Partnership Irrevocable Stock Power dated as of June 25, 1996, attached hereto as Exhibit C.

Pursuant to an Assignment of Irrevocable Proxy Granting Voting Power dated June 25, 1996 (attached hereto as Exhibit D), John W. Henry assigned Michael E. Henry all voting rights with respect to 950,000 shares of the Company Stock, which rights had originally been granted to John W. Henry pursuant to the Irrevocable Proxy Granting Voting Power granted to said John W. Henry by Eddina F. Henry. Eddina F. Henry has consented to this Assignment of Irrevocable Proxy.

ITEM 7. MATERIAL TO BE FILED AS EXHIBITS.

ITEM 7 OF THE SCHEDULE 13D IS AMENDED BY ADDING THE FOLLOWING THERETO:

None of the following Exhibits have previously been attached to an EDGAR filing.

- A. Joint Filing Agreement, dated July 2, 1996.
- B. Restated Partnership Agreement, dated as of June 12, 1991.
- C. Partnership Irrevocable Stock Power dated June 25, 1996.
- D. Assignment of Irrevocable Proxy Granting Voting Power, dated June 25, 1996.

3. Signature

After reasonable inquiry and to the best of my knowledge and belief, I certify that the information set forth in this statement is true, complete and correct.

Date: July \_\_\_\_, 1996 /s/ John W. Henry  
John W. Henry

Date: July \_\_\_\_, 1996 /s/ Michael E. Henry  
Michael E. Henry

Date: July \_\_\_\_, 1996 /s/ Vicki Jo Henry\*  
Vicki Jo Henry

Date: July \_\_\_\_, 1996 JKHY PARTNERSHIP  
By: /s/ Michael E. Henry  
Michael E. Henry, Partner

\*By: /s/ Michael E. Henry

4. EXHIBIT INDEX

Exhibit	Document	Page No.
A	Joint Filing Agreement, dated July 2, 1996.	
B	Restated Partnership Agreement, dated as of June 12, 1991.	
C	Partnership Irrevocable Stock Power, dated June 25, 1996.	
D	Assignment of Irrevocable Proxy Granting Voting Power, dated June 25, 1996.	

5. EXHIBIT A

Joint Filing Agreement and Power of Attorney

In accordance with Rule 13d-1(f) under the Securities Exchange Act of 1934, the persons named below agree to the joint filing on behalf of each of them a Statement on Schedule 13D (including amendments thereto) with respect to the Common Stock of Jack Henry & Associates, Inc., and further agree that this Joint Filing Agreement may be included as an Exhibit to such joint filings. Each of us hereby constitutes and appoints Michael E. Henry as our true and lawful agent and attorney-in-fact, with full power of substitution, to prepare, execute and file on our behalf any such statement and amendments thereto which he may consider advisable. In evidence thereof the undersigned hereby execute this Agreement this 2nd day July, 1996.

/s/ John W. Henry

John W. Henry

/s/ Michael E. Henry

Michael E. Henry

/s/ Vicki Jo Henry

Vicki Jo Henry

JKHY PARTNERSHIP

By: /s/ Michael E. Henry  
Michael E. Henry, Partner

6. EXHIBIT B

RESTATED PARTNERSHIP AGREEMENT

THIS AGREEMENT is made and entered into as of the 12th day of June, 1991, by and between the following parties, which are hereinafter referred to collectively as Partners and individually as a Partner :

1. John W. Henry;
2. Michael E. Henry; and
3. Vicki J. Henry.

RECITALS

1. The parties hereto do desire to establish a family partnership so as to join together in the ownership, operation and management of the family business, to provide an incentive to family members to become active participants in the family business, and to provide for the preservation and continuity of the family business.

2. The parties hereto do hereby form with each other a Missouri General Partnership and each of the Partners named above does hereby agree to become a partner therein, upon the terms, covenants and conditions hereinafter set forth.

NOW, THEREFORE, in consideration of the mutual covenants and for other good and valuable consideration, the receipt and legal sufficiency of which is hereby acknowledged, the parties hereto hereby agree as follows:

ARTICLE I

THE PARTNERSHIP

SECTION 1.01. FORMATION AND NAME.

(a) The Partners hereby enter into and form a General Partnership (herein called the Partnership ), for the limited purposes and scope set forth in this Agreement. The business and affairs of the Partnership shall be conducted solely under the name JKHY Partners and such name shall be used at all times in connection with the Partnership s business and affairs.

(b) Except as otherwise provided in this Agreement to the contrary, the rights and obligations of the Partners and the administration and termination of the Partnership shall be governed by the Uniform Partnership Act of the State of Missouri (the Uniform Act ). A Partner s interest in the Partnership shall be personal property for all purposes. All real and other property owned by the Partnership shall be deemed owned by the Partnership as an entity, and no Partner individually shall have any ownership of such property. No Partner shall have the right to partition any real property of the Partnership during the term of this Agreement nor shall any Partner make application to any court or authority having jurisdiction in the matter nor commence nor prosecute any action or proceeding for partition and the sale thereof, and upon any breach of the provisions of this paragraph by any Partner, the other Partners, in addition to all other rights and remedies at law and in equity they may have, shall be entitled to a decree or order restraining and enjoining such application, action or proceeding.

SECTION 1.02. PURPOSES AND SCOPE OF THE PARTNERSHIP.

The business of the Partnership shall be the ownership, investment and management of property of every kind and description, including stocks, and the management of such other business as the Partners may agree.

SECTION 103. PRINCIPAL PLACE OF BUSINESS.

The principal place of business of the Partnership shall be West Highway 60, P.O. Box 807, Monett, Missouri, or such other place as the Partners shall agree.

ARTICLE II

MANAGEMENT AND OPERATION

SECTION 2.01. AUTHORITY OF THE MANAGING PARTNER.

The general management and authority over the operation of the Partnership and the determination of its policies, unless otherwise herein provided, shall be vested solely in the Managing Partner.

Without in any wise limiting the foregoing general grant of authority, the Managing Partner is hereby authorized and empowered, without requiring the signature or concurrence of the other Partners:

(a) To make and execute any and all contracts, deeds, promissory notes, trust deeds, leases, and to grant easements and licenses for and on behalf and in the name of the Partnership in connection with the acquisition, sale, development, transfer, mortgaging or leasing or operation of any or all of the Partnership property.

(b) To sell, lease, exchange or otherwise deal with any of the property of the Partnership, at such prices and upon such terms of payment as the Managing Partner may determine, and to extend, renew, replace or increase any mortgage or deed of trust encumbering the Partnership property.

(c) To determine the amounts of additional capital contributions required from time to time from each of the Partners in order for the Partnership to meet its obligations; to notify the Partners of the amounts and dates of such required contributions; and to disburse Partnership funds, including capital contributions, for the purpose of paying Partnership debts and obligations.

(d) To deposit, withdraw, invest, pay, retain and distribute the Partnership s funds in any manner consistent with the provisions of this Agreement.

(e) To bring and defend actions at law or in equity.

(f) To employ or contract with persons or entities in the operation and management of the assets of the Partnership, including, but not limited to, accountants, attorneys, architects, engineers, business managers, building management agents and real estate brokers.

(g) To perform all functions necessary or incidental to the management of the Partnership assets.

To facilitate the conduct of Partnership business, the Partners hereby agree to grant the Managing Partner an Irrevocable Stock Power shall be executed by all of the Partners hereto and annexed to this Partnership Agreement as EXHIBIT B .

SECTION 2.02. RESTRICTIONS ON AUTHORITY OF MANAGING PARTNER.

In addition to other acts expressly prohibited or restricted by this Agreement or by law, the Managing Partner is expressly prohibited, without the

approval of the majority in interest of the Partners, from the following:

- (a) Doing any act in contravention of this Agreement.
- (b) Doing any act which would make it impossible to carry on the ordinary business of the Partnership.
- (c) Confessing a judgment against the Partnership in connection with any threatened or pending legal action.
- (d) Possessing Partnership property or assigning the rights of the Partnership in specific Partnership property of other than a Partnership purpose.
- (e) Executing any promissory note or other obligation secured by assets of the Partnership for which any person or entity is personally liable.

Majority in interest of the Partners, as that term is used herein, shall mean the affirmative vote of Partners who own Partnership Units which exceed fifty percent (50%) of the total of Partnership Units owned by all Partners, regardless of class.

#### SECTION 2.03. INITIAL MANAGING PARTNER.

It is hereby acknowledged and agreed by the parties that John W. Henry is appointed and designated Managing Partner to serve throughout the term of the Partnership unless he dies, resigns or becomes incapacitated, in which case Michael E. Henry shall become successor Managing Partner. In the event of the death, resignation or incapacity of Michael E. Henry, a majority in interest of the Partners shall select the successor Managing Partner.

#### SECTION 2.04. COMPENSATION OF MANAGING PARTNER.

The Managing Partner shall receive no compensation for services rendered to the Partnership, but will be reimbursed for ordinary and necessary expenses incurred in the course of conducting partnership business.

### ARTICLE III

#### PARTNERS, PARTNERSHIP INTERESTS AND CAPITAL CONTRIBUTIONS

##### SECTION 3.01. CLASSES OF PARTNERS.

There shall be two classes of Partners, Class A Partners and Class B Partners.

##### SECTION 3.02. CLASS A PARTNERS.

The Class A Partners and their names and addresses are as follows:

John W. Henry  
West Highway 60  
P.O. Box 807  
Monett, Missouri 65708

Class A Partners shall have an interest in Partnership profits and losses for tax purposes as described in Sections 4.03 and 4.04. Class A Partners shall be entitled to receive income distributions as provided in Section 4.05. In the event of a dissolution, liquidation or winding up of the Partnership, Class A Partners shall be paid in full to the extent of their initial capital contribution together with any accumulated unpaid income thereon pursuant to Section 7.01, before any amount of capital shall be paid to the Class B Partners, and the Class A Partners shall not share in any further distribution of the assets of the Partnership. Upon the death of a Class A Partner, such deceased Partner's estate shall have the option to require that the Partnership purchase its interest as provided in Section 5.05.

Upon the death of both of the Class A Partners, the Class A Partnership interest shall be closed, and no new or substitute Class A Partners shall be admitted to the Partnership.

In the event of any sale, assignment, transfer or other disposition of any Class A Partnership Units as provided in this Agreement, any and all Class A Partnership Units so transferred shall be converted to Class B Partnership Units, and shall be held by the transferee as Class B Units; provided, however, that this shall not apply to any such Class A Units transferred to John W. Henry or Eddina F. Henry, or to a trust for the benefit of either of them.

##### SECTION 3.02. CLASS B. PARTNERS.

The initial Class B Partners and their names and addresses are as follows:

Michael E. Henry  
Vicki J. Henry

Class B Partners shall have an interest in Partnership profits and losses for tax purposes as provided in Sections 4.03 and 4.04 and shall be subordinated to the Class A Partners in distributions of income and in the event of dissolution, liquidation or winding up as provided in Section 7.01.

##### SECTION 3.03. INITIAL CAPITAL CONTRIBUTIONS AND PARTNERSHIP INTEREST.

The Partners shall make an initial capital contribution to the Partnership



of cash or property set forth in Schedule A. The initial capital of the Partnership shall be divided into equal parts (hereinafter referred to as Units), each Unit having a value of Five Dollars and Fifty Cents (\$5.50). Partnership interests shall be divided between Class A Partnership Units and Class B Partnership Units. It is understood and agreed among the Partners that one Partnership Unit, whether Class A or Class B, shall represent Five Dollars and Fifty Cents (\$5.50) contributed. The Partners shall receive in exchange for their initial capital contribution the number and class of Units set forth opposite their names below:

Class A Partner	Initial Capital Contribution	# of Class A Partnership Units
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John W. Henry	\$2,175,000	395,454.5
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Class B Partners	Initial Capital Contribution	# of Class B Partnership Units
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Michael E. Henry	\$ 241,666	43,939.2
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Vicki J. Henry	\$ 241,667 \$2,658,333	43,939.3 483,333.0
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#### SECTION 3.04. CAPITAL ACCOUNTS.

All capital contributions made by a Partner shall be credited to that Partner's capital account. The term capital account with respect to each Partner shall mean the total capital contribution of the Partner made from time to time to the Partnership, increased by all profits allocated to such Partner, decreased by all losses allocated to such Partner, and decreased by all amounts distributed to such Partner, all as provided herein.

#### SECTION 3.05. INTEREST AND WITHDRAWAL.

No interest shall be paid by the Partnership on any contribution to the capital of the Partnership, nor shall any Partner have the right to withdraw his capital contribution.

#### SECTION 3.06. NEGATIVE CAPITAL ACCOUNTS.

Any negative capital account shall be treated as a loan from the Partnership and any negative capital account shall be restored out of any distribution by the Partnership or termination of the Partnership.

### ARTICLE IV

#### PROFITS, LOSSES & DISTRIBUTIONS.

##### SECTION 4.01. ACCOUNTING.

The net profits and losses of the Partnership shall be determined on a cash basis each fiscal year by the accounting methods used for Federal income tax purposes, in accordance with generally accepted accounting principles, and shall be allocated among the Partners as provided herein. The term net profits and losses shall not include any gain or loss on the sale of a capital asset of the Partnership, which is treated pursuant to Section 4.04 below.

##### SECTION 4.02. FISCAL YEAR.

The fiscal year of the Partnership shall end on December 31.

##### SECTION 4.03. ALLOCATION OF NET PROFITS AND LOSSES.

The net profits and losses of the Partnership shall be allocated to the Partners as follows:

a. The net profits and losses of the Partnership shall first be allocated to the Class A Partners, until each of the Class A Partners has received an eight percent (8%) per annum return on their Class A Units; provided further that such amount shall be cumulative, this is, to the extent that the net profits of the Partnership are insufficient to pay the Class A allocation, then such amounts shall be paid from the succeeding years net profits prior to any future allocated to any Partner.

b. The net profits and losses of the Partnership, if any, remaining after such initial preferred allocation to the Class A Partners shall be allocated to the Class B Partners in the proportion which the number of Units held at that time by each Class B Partner bears to the total number of Units held at that time by all Class B Partners, regardless of class.

##### SECTION 4.04. ALLOCATION OF GAIN OR LOSS ON THE SALE OF CAPITAL ASSETS.

In the event of the sale of any capital asset of this Partnership, a proportionate part of the gain arising from such capital asset shall be allocated first to the capital account of the Class A and Class B Partners to the extent of any such Partner's initial capital contribution attributable to that asset. Any gain in excess of the initial capital contribution of any such Class A or Class B Partner derived from the contribution of such asset to the Partnership shall be allocated to the capital account of the Class B Partners in the proportion which the number of Class B Partnership Units held by each Class B Partner bears to the aggregate of all Class B Units. Any amount by which the sale price is less than said initial capital contribution of the Class A Partner attributable to such asset amount shall be allocated first to the Class B Partners to the extent of the capital account of each such Class B Partner, and then such loss shall be allocated to the Class A Partners in the proportion which the number of Class A Partnership Units held by each Class A Partner bears to the aggregate of all Class A Partnership Units.

#### SECTION 4.05. DISTRIBUTIONS TO PARTNERS.

Within 30 days of the close of each calendar month the Partnership shall distribute the Net Cash Flow of the Partnership for the preceding calendar month to the Partners, first making the preferred distribution to the Class A Partners, then making distribution of any remainder of the Class B Partners, all as set forth in Section 4.03 and 4.04 above.

Net Cash Flow for purposes of this Agreement means the gross income of the Partnership, computed in accordance with generally accepted cash basis accounting principles and minus (i) principal and interest payments, as due, on all mortgages and other secured and unsecured indebtedness, (ii) rental payments, as due, on all leases of the Partnership, (iii) property replacement reserves and capital expenditures when made from other than reserves, (iv) any amount required to maintain a reasonable working capital as determined by the Managing Partners. The Net Cash Flow of the Partnership shall be determined separately for each fiscal year. All distributions made within the Partnership accounting year shall be subject to adjustment by reference to the audit report for such Partnership accounting year. If any additional amount is to be distributed by reason of such audit report, such additional amount shall be deemed a distribution for such Partnership accounting year; and if any excess amount was distributed during such Partnership accounting year as reflected by such audit report, the excess amount shall be taken into account in reducing subsequent distributions.

#### SECTION 4.06. BOOKS & RECORDS.

The Partnership shall maintain full and accurate books of all receipts and expenditures, assets and liabilities, profits and losses, and all other records necessary for recording the Partnership's business and affairs. The Partnership's books shall be kept at the principal place of business of the Partnership or such other place as the Partners may designate, and every Partner, in person or by his duly authorized representatives, shall at all times have access to and may inspect and copy any of them. The Managing Partners shall render on demand true and full information of all things affecting the Partnership to any Partner or the legal representatives of any deceased Partner or Partner under legal disability. Except as otherwise required by law, no Partner shall have any right to a formal accounting as to Partnership affairs. The books and records of the Partnership shall be audited and an annual financial statement prepared following the close of each fiscal year by an accountant selected by the Managing Partners, and a copy of such an annual financial statement shall be delivered to each Partner.

#### SECTION 4.07. BANK ACCOUNTS.

All funds of the Partnership shall be deposited in the Partnership name in such bank account or accounts as shall be designated by the Managing Partner. Withdrawals from any such bank account or accounts shall be by such person or persons as may be designated by the Managing Partner.

### ARTICLE V

#### TERM AND TERMINATION

##### SECTION 5.01. TERM.

The Partnership shall continue for a term of fifty years unless sooner dissolved and liquidated as elsewhere in this Agreement expressly set forth.

##### SECTION 5.02. WITHDRAWAL.

No Partner may withdraw from the Partnership without the express consent of all of the other Partners.

##### SECTION 5.03. INCOMPETENCY.

Upon a Partner being adjudicated incompetent by a court of law, said Partner's partnership interest shall be held by the estate of such Partner and shall be voted by the Court-appointed conservator of such Partner. Notwithstanding this provision for adjudicated incompetency, nothing shall prevent a Partner who is not already a Trustee from designating a Trustee or attorney-in-fact to vote said Partner's interest whether due to disability, incompetency or otherwise.

##### SECTION 5.04. DEATH.

Upon the death of a Class A Partner, such Partner's personal representative, or trustee, as the case may be, shall have the right and option, upon 60 days written notice to the Partnership, to require the Partnership to purchase and if exercised, the Partnership shall purchase, said deceased Partner's interest for an amount equal to 100% of said deceased Partner's initial capital contribution, together with any accumulated but unpaid income on said Partner's capital account. The purchase price shall be paid, at the option of the Partnership, in cash or in kind, in one lump sum or in 10 equal annual installments, evidenced by a promissory note of the Partnership bearing interest at 1% over the prime rate. Upon the death of a Class B Partner, or upon the death of a Class A Partner whose personal representative or trustee does not elect to have the Partnership purchase its interest, the personal representative or Trustee (whichever is applicable) and thereafter the beneficiaries of such deceased Partner shall succeed to the interest of the deceased Partner subject to the terms and conditions contained in this Agreement.

### ARTICLE VI

SECTION 6.01. RESTRICTIONS ON TRANSFER.

No Partner shall sell, convey, transfer, assign, encumber, mortgage, pledge or create a security interest in all or any of his interest in the Partnership without the consent of all the Partners, except as provided for herein.

SECTION 6.02. TRANSFER TO FAMILY MEMBER.

A Partner shall have the right, during such Partner's lifetime or at death, to sell, convey, transfer, assign, or otherwise dispose of his Partnership interest, or any portion thereof, to any family member or to a then existing Partner. However, such transferee shall agree in writing to be bound by all of the obligations and undertakings of the transferor under the terms of this Agreement and no transfer shall be valid unless and until the transferee shall execute and deliver such instrument to the Managing Partner. The phrase family member shall be deemed to be the parent, child(ren), direct descendant of the Partner, or any trust in which the Partner is the majority beneficial owner; or in the case of a Partner which is a trust or estate, any beneficiary thereof who is the parent, child(ren), or direct descendant of the Partner.

SECTION 6.03 FAMILY MEMBER TRANSFEREE AS SUBSTITUTED PARTNER.

In the event a Partnership interest is sold, conveyed, transferred, assigned or otherwise disposed of to a family member or an existing Partner pursuant to Section 6.02, the transferee of such interest (hereinafter referred to as Successor) shall succeed to such interest as a Successor and substituted Partner under the Missouri Uniform Partnership Act, it being agreed, in any event, however, that such Successor shall be required to make additional capital contributions to the same extent as his predecessor-in-interest would have been required to make, and such Successor shall agree in writing to be bound as a Partner pursuant to the provisions of this Agreement, at which time he shall be deemed to have succeeded his predecessor in interest as a substituted Partner hereunder.

SECTION 6.04. TRANSFER PURSUANT TO BONA FIDE OFFER.

Except as otherwise permitted in this Agreement, the interest of any Partner hereunder shall not be sold, conveyed, assigned, transferred or otherwise disposed of without the written consent of all other Partners pursuant to a bona fide outside offer. In the event of a bona fide outside offer, the transferring Partner shall serve notice of his intention to so transfer his interest to the Partnership and the other Partners. Offer means a written undertaking of a transferring Partner specifying all of the following:

- i. His intention to transfer;
- ii. The number of any Partnership Units ( Offered Units ) that he proposes to transfer;
- iii. The name, address and telephone number of the proposed transferee;
- iv. The price that the transferee proposes to pay the transferor for each unit and all other terms and conditions of the proposed transfer; and
- v. The undertaking of the transferee that he will execute a counterpart of this Agreement if the Partnership Units are transferred to him.

Within thirty (30) days after the receipt of the Offer, the Partnership may purchase all or a portion of the Offered Units at the purchase price per Unit stated in the Offer. If the Partnership fails to purchase the Offered Units, then each Partner may, within forty-five (45) days after receipt of the Offer and at the Purchase Price per Offered Unit stated therein, purchase the number of the Offered Units that is equivalent to the ratio which his Units bear to the Units owned by all Partners other than the transferor. If any Partner declines to purchase any portion of the Offered Units available to him, the other Partners may purchase the number of the Offered Units that is equivalent to the ratio which the declining Partner's Units bear to the Units owned by the Partners purchasing the Offered Units.

If the remaining Partners elect to purchase the Offered Units, the transferring Partner may transfer the Offered Units to the transferee provided the transferee executes a copy of this Agreement.

SECTION 6.05. RIGHTS OF TRANSFEREES PURSUANT TO BONA FIDE OFFER.

In the event a Partnership interest is sold, conveyed, transferred or assigned pursuant to a bona fide offer in accordance with Section 6.04 the transferee may, upon the written consent of all the remaining Partners, succeed to the interest of the transferring Partner as a Successor and substituted Partner under the Missouri Uniform Partnership Act pursuant to the terms of Section 6.03 above. Any transferee who is not approved by all the remaining Partners as a substitute Partner shall not be entitled to vote, to interfere with the business of the Partnership, to require any account of Partnership transactions or to inspect the Partnership books, being merely entitled to receive the share of profits and losses to which such transferee's transferor was entitled.

SECTION 6.06. TRANSFERS IN CONTRAVENTION OF AGREEMENT.

Any sale, pledge, hypothecation, assignment, gift, transfer, mortgage, conveyance or other disposition of any interest in this Partnership in contravention of this Agreement, shall be void and of no force or effect.

SECTION 6.07. TRANSFERS CAUSING TERMINATION.

Notwithstanding anything to the contrary herein contained, no interest in the Partnership may be assigned, hypothecated, pledged, transferred or sold at any time without being approved by the Partners, if such disposition would be deemed to result in a termination of the Partnership under Section 708 of the Internal Revenue Code or under regulations of the Internal Revenue Service.

#### SECTION 6.08. TRANSFER OF CLASS A PARTNERSHIP UNITS.

With regard to any transfer by gift or other disposition of any Class A Partnership Units, such Class A Partnership Units and all rights with respect to income and loss allocations thereto shall be terminated, and each Class A Partnership Unit so transferred or disposed of shall be converted to a Class B Partnership Unit. Provided, however, that this paragraph shall not apply to any Class A Partnership Unit transferred to John W. Henry or Eddina F. Henry, or to a trust in which either of them is the primary beneficiary.

### ARTICLE VII

#### DISSOLUTION AND LIQUIDATION

##### SECTION 7.01. DISTRIBUTION ON LIQUIDATION.

Upon dissolution and termination, the Partnership shall commence to wind up its affairs and distribute its assets. The Partnership shall have full right and unlimited discretion to determine the time, manner, and terms of any sale or sales of Partnership assets pursuant to liquidation, having due regard to the activity and condition of the relevant market and general financial and economic conditions. Upon Partnership termination, the assets of the Partnership shall be used or distributed in the following order:

- A. To the payment of creditors of the Partnership in order of priority (excluding any loans or advances by Partners);
- B. To the payment of loans made to the Partnership by Partners;
- C. To each of the Class A Partners in the amount of their capital account over and above their initial capital contribution;
- D. To each of the Class A Partners in an amount equal to their initial capital contribution.
- E. To the Class B Partners in the proportion which the number of Class B Partnership Units held by each Class B Partner bears to the aggregate of all Class B Units.

##### SECTION 7.02. OBLIGATIONS DURING DISSOLUTION.

If the Partnership shall be dissolved and terminated as in this Agreement set forth, the affairs of the Partnership shall be wound up, and, during the winding up period and until such time as the Partnership's interest in the Property and all of its other property and assets have been sold and the proceeds therefrom collected and distributed, the obligations of the Partners and other persons owning an interest in the Partnership shall be governed and controlled by all of the provisions of this Agreement.

### ARTICLE VIII

#### GENERAL

##### SECTION 8.01. NOTICES.

A. All notices, demands, requests or consents provided for or permitted to be given pursuant to this Agreement must be in writing. All notices, demands and requests to be sent to any Partner pursuant hereto shall be deemed to have been properly given or served by (i) hand delivering the notice and obtaining a written receipt therefor or (ii) depositing the same in the United States mail; addressed to such Partner, postpaid and registered or certified with return receipt requested, at the address designated below the signature of such Partner hereinafter set forth.

B. All notices, demands and requests shall be effective upon being (i) received if hand delivered or (ii) deposited in the United States mail. Rejection or other refusal to accept or the inability to deliver because of changed address of which no notice was given, shall be deemed to be receipt of the notice, demand or request sent.

C. By giving to the other parties at least ten (10) days written notice thereof, the parties hereto and their respective successors and assigns shall have the right from time to time and at any time during the term of this Agreement to change their respective addresses by giving notice to the Partnership thereof and each shall have the right to specify as its address any other address.

##### SECTION 8.02. GOVERNING LAW.

This Agreement and the obligations of the Partners and their successors and assigns hereunder shall be interpreted, construed and enforced in accordance with the laws of the State of Missouri.

##### SECTION 8.03. ENTIRE AGREEMENT.

This Agreement contains the entire agreement between the parties hereto relative to the formation of the Partnership. No variations, modifications or

changes herein or hereof shall be binding upon any party hereto unless set forth in a document duly executed by or on behalf of such party.

#### SECTION 8.04. WAIVER.

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

#### SECTION 8.05. SEVERABILITY.

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

#### SECTION 8.06. STATUS REPORTS.

Recognizing that each party hereto may find it necessary from time to time to establish to third parties, such as accountants, banks, mortgagees or the like, the then current status of performance under this Agreement, each party agrees, upon the written request of any other party made from time to time, to furnish promptly a written statement on the status of any matter pertaining to this Agreement to the best of the knowledge and belief of the party making such statement.

#### SECTION 8.07. TERMINOLOGY.

All personal pronouns used in this Agreement, whether used in the masculine, feminine or neuter gender, shall include all other genders; the singular shall include the plural, and vice versa. Titles of articles and sections are for convenience only and neither limit nor amplify the provisions of the Agreement itself.

#### SECTION 8.08. BINDING AGREEMENT.

Subject to the restrictions on transfers and encumbrances set forth herein, this Agreement shall inure to the benefit of and be binding upon the undersigned Partners and their respective heirs, executors, legal representatives, successors and assigns. Whenever in this instrument a reference is made to a party hereto it shall be deemed to include a reference to the heirs, executors, legal representatives, successors and assigns of such party or Partner.

#### SECTION 8.09. EQUITABLE REMEDIES.

The rights and remedies of any of the Partners hereunder shall not be mutually exclusive, i.e., the exercise of one or more of the provisions hereof shall not preclude the exercise of any other provision hereof. Each of the Partners confirms that damages at law may be an inadequate remedy for a breach or threatened breach of this Agreement and agrees that in the event of a breach or threatened breach of any provision hereof, the respective rights and obligations hereunder shall be enforceable by specific performance, injunction or other equitable remedy, but nothing herein contained is intended to, nor shall it, limit or affect any right or rights at law or by statute or otherwise of any party aggrieved as against the other for a breach or threatened breach of any provision hereof, it being the intention hereof to make clear the agreement of the Partners that the respective rights and obligations of the Partners hereunder shall be enforceable in equity as well as at law or otherwise.

#### SECTION 8.10. ATTORNEYS FEES; INDEMNITY; SHARING OF CLAIMS.

(a) In the event of a breach of this Agreement, the breaching party shall pay to each of the non-breaching parties such parties reasonable attorneys fees and costs and shall protect, defend and hold the other parties harmless from any and all claims, actions, damages, liabilities and expenses in connection with damages incurred by third parties by any unauthorized act or conduct of such breaching party and from any loss or damage resulting to the Partnership or the non-breaching party on account of any unauthorized act or conduct of such breaching party.

(b) If any claim, liability or expense shall be asserted against the Partnership or any Partner as a result or consequence of the Partnership, or the operation and conduct of the business of the Partnership, and if the assets of the Partnership are insufficient to satisfy the same, each Partner shall bear a share of any such claim, liability or expense in accordance with the ration that his Partnership Units bear to the aggregate Partnership Units, regardless of class. Each Partner shall cooperate and consult with the other in defending any such action and making any settlement or compromise thereof. If any Partner is required to pay more than his share of a claim against the Partnership, he shall be entitled to contribution from the other Partners and shall have a prior claim therefor on such other Partners interests in the Partnership. Notwithstanding the foregoing, if any claim, liability or expense shall be asserted against the Partnership or any Partner by reason of the sole negligence of any Partner or an act or omission by a Partner in violation of this Agreement, then the Partner committing such negligence or performing such act shall indemnify and save harmless the Partnership and the other Partners from and against any and all loss resulting therefrom. The right of contribution and rights of indemnity contained in this paragraph shall survive and remain in full force and effect notwithstanding any termination of the Partnership and this Agreement.

#### SECTION 8.12. COUNTERPARTS.

This Agreement may be executed in counterparts, all of which taken together shall constitute one instrument.

IN WITNESS WHEREOF, this Agreement is executed effective as of the date first above written.

\_\_\_\_\_  
John W. Henry

\_\_\_\_\_  
Michael E. Henry

\_\_\_\_\_  
Vicki J. Henry

3.

EXHIBIT C

PARTNERSHIP IRREVOCABLE STOCK POWER

The undersigned, being all of the general partners of JKHY Partners, a Missouri general partnership (the Partnership ), which Partnership is the record owner of 1,250,000 shares of the Common Stock, par value \$.01 per share of Jack Henry & Associates, Inc., a Delaware corporation (the Corporation ), do on behalf of the Partnership hereby appoint Michael E. Henry, of Monett, Missouri, as the Partnership s proxy to attend all meetings of the stockholders of the Corporation with full power to vote and act for the Partnership.

Michael E. Henry shall have full power to substitute another person as the Partnership s proxy and to revoke the appointment of any such substitute proxy.

In addition, to facilitate the conduct of Partnership business, Michael E. Henry shall have the full power to sell, assign and transfer any and all shares of the Corporation standing in the name of the Partnership, and to take any other actions with respect to such shares, with full power of substitution.

This stock power is given to Michael E. Henry as Managing Partner pursuant to Section 2.01 of the Partnership Agreement dated June 12, 1991, and is irrevocable by the terms of such Partnership Agreement.

Date: June 25, 1996.

STOCKHOLDER:

JKHY PARTNERS

BY \_\_\_\_\_  
JACK W. HENRY, GENERAL PARTNER

BY \_\_\_\_\_  
VICKI JO HENRY, GENERAL PARTNER

BY \_\_\_\_\_  
MICHAEL W. HENRY, GENERAL PARTNER

4.

EXHIBIT D

ASSIGNMENT OF  
IRREVOCABLE PROXY GRANTING VOTING POWER

The undersigned John W. Henry hereby assigns to Michael E. Henry all voting rights with respect to 950,000 shares of Jack Henry & Associates, Inc. arising under the Irrevocable Proxy Granting Voting Power granted to said John W. Henry by Eddina F. Henry with respect to shares held by her in trust. This Assignment shall remain valid and effective for such period as the Irrevocable Proxy granting voting power remains valid and effective. This Assignment has been consented to by Eddina F. Henry, as evidenced by the signatures set forth below.

Signed this 25th day of June, 1996.

\_\_\_\_\_  
JOHN W. HENRY

Consented and Agreed to as of this 25th day of June, 1996.

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EDDINA F. HENRY