

1023  
✓ CEDARFIELDS FARM PARTNERSHIP

GENERAL PARTNERSHIP AGREEMENT

William L. Welch and Lonnie B. Welch (herein referred to as the "General Partners") and each person who shall at any time become a General Partner under this Agreement (such persons are herein collectively referred to as the "General Partners").

Dated as of December 5 1984.

Name of General Partner

signatory to this Counterpart:

WILLIAM L. WELCH

(PRINT)

In order to form a general partnership (the "Partnership"), the parties hereto agree as follows:

CERTAIN DEFINITIONS

For purposes of this Agreement, unless the context otherwise requires, the following terms shall have the following respective meanings, such meanings to be applicable to singular and plural nouns and verbs of any tense:

- "Additional Contribution"      The face amount of the Notes, as described in subparagraph 5(c) hereof, contributed by the Partners to the Partnership, which amount is in addition to the Initial Contribution of the Partners.
- "Aggregate Capital Contributions"      All contributions made to the capital of the Partnership by a Partner pursuant to Paragraph 5 hereof less all distributions of Capital Items received by such Partner.
- "Capital Item"      The net proceeds received by the Partnership, after retirement of applicable mortgage debt or any portion thereof upon the occurrence of any of the following events provided that such event does not cause or result in a dissolution of the Partnership: (i) any sale of all or part of the Property, (ii) any insurance payments (other than under policies commonly referred to as rent insurance) or damage recoveries paid to the Partnership in respect of the Property, (iii) any condemnation proceeds paid to the Partnership for the taking of all or part of the Property, (iv) any proceeds derived from any refinancing of the Partnership's mortgage loans, less any expenses incurred in connection with the receipt or collection of any such proceeds, not applied or set aside for the reduction of Partnership liabilities, or the repair, restoration, or improvement of the Property.
- "Cash Flow"      The excess of cash revenue from operation of the Property over cash disbursements, without deduction for depreciation, and a reasonable allowance for cash reserves for repairs, replacements, contingencies and anticipated obligations (including debt service, capital improvements and replacements) as determined by the General Partners. Cash Flow shall not include Capital Items.
- "Certificate"      The Certificate of General Partnership and all amendments thereof as required to be filed by the Partnership.
- "Distribution Percentage"      The percentage used to determine the allocation of income, gains, losses, deductions, credits and Distributions to which each Partner shall be entitled pursuant to paragraphs 6 and 7.

BOOK 27 PAGE 279



2042 - 40 West Dr. (1)  
B'ham 35216  
CEDARFIELDS FARM

"Distributions"

Distributions of cash or other property made by the Partnership to the Partners from any source.

"General Partner"

The general partner or general partners, from time to time, of the Partnership, including any additional or successor general partner or general partners.

"Initial Contribution"

The amount of cash contributed by the Partners upon their execution of this Agreement in accordance with subparagraph 5(b) hereof.

"Interest"

The individual interest of each Partner in the Partnership.

"Mortgagee"

The mortgagee, beneficiary, or trustee under any mortgage, deed of trust or other security device with respect to the Property.

"Notes"

The promissory notes executed by the General Partners evidencing the obligation to pay Additional Contributions pursuant to subparagraph 5(b) hereof.

"Partner"

Each General Partner of the Partnership.

"Partnership"

Cedarfields Farm Partnership.

"Property"

The real and personal property owned by the Partnership primarily consisting of 268 acre farm located in Shelby County, Alabama.

"Transfer"

Any sale, transfer, gift, assignment or pledge or grant of a security interest, by operation of law or otherwise, in or of any Interest, excluding however, any grant of such a security interest in favor of the Partnership.

"Units"

The Units of Participation representing the General Partners' Interest in the Partnership.

#### FORMATION AND PURPOSE ADMISSION OF GENERAL PARTNERS

1. The Partnership is being formed in accordance with the laws of the State of Alabama. The General Partners may take such further action as they may deem necessary of proper to permit the Partnership to conduct business as a general partnership under the Act and in the State of Alabama.

2. The Partnership is called Cedarfield Farm Partnership. The Partnership shall have an office in the State of Alabama at which Partnership records will be kept at 2042 Montreat Drive, Birmingham, Alabama 35216, or such other address as may be designated from time to time by the General Partners.

3.(a) The term of the Partnership shall commence upon the filling of the Certificate with the Judge of Probate of Shelby County, Alabama, and shall end on December 31, 2015, unless sooner terminated in accordance with this Agreement.

(b) Each subsequent General Partner signatory to this Agreement shall be admitted to the Partnership only upon the execution of a counterpart of this Agreement by such signatory and the General Partner and the filing of an amendment to the Certificate reflecting such signatory's admission to the Partnership.

4. The purpose of the Partnership, and the character of its business, is the acquisition, construction, operation, management, financing, selling, leasing or other disposition of the Property or any part thereof.

#### CONTRIBUTIONS

5.(a) Upon the execution of this Agreement, all the General Partners shall make a cash contribution aggregating \$150.00 for each unit subscribed to the operating capital of the Partnership.

(b) The General Partners intend to admit additional General Partners who will collectively contribute and aggregate amount of \$425,000.00 (in 100 Units of \$4,250.00 each) to the Partnership on or before January 10, 1985. as follows:

(i) Additional General Partners shall contribute to the capital of the Partnership for each Unit purchased an Initial Contribution of \$1,200.00.

(ii) In addition to the Initial Contribution, General Partners shall be required to make an Additional Contribution of \$2,450.00 per Unit purchased evidenced by a interest bearing Note payable in ten (10) annual installments requiring interest at the rate of ten percent (10%) annually as follows:

With A BALLOON PAYMENT AT THE END OF SIX (6) YEARS

January 15, 1986.....	\$399.00 for each unit
January 15, 1987.....	\$399.00 for each unit
January 15, 1988.....	\$399.00 for each unit
January 15, 1989.....	\$399.00 for each unit
January 15, 1990.....	\$399.00 for each unit
January 15, 1991.....	\$399.00 for each unit
January 15, 1992.....	\$399.00 for each unit
January 15, 1993.....	\$399.00 for each unit
January 15, 1994.....	\$399.00 for each unit
January 15, 1995.....	\$399.00 for each unit

Balloon D.

With A CALL AT THE END OF SIX YEARS

(c) The additional Contributions are absolute obligations and not subject to offset for any reason whatsoever.

(d) Subject to the provisions of Paragraph 5(b) above, if an Additional General Partner shall fail to make any Additional Contribution when due and such default shall continue for a period of five (5) days after the due date thereof, such General Partner ("Defaulting General Partner") shall be in default under this Agreement and while such default continues, the Partnership (with out prejudice to any other right of the Partnership) may elect, in the sole and absolute discretion of the General Partners: (i) not to pay to the Defaulting General Partner the Distributions, pursuant to Paragraph 7 of this Agreement to which he would otherwise be entitled and in lieu thereof to apply any undistributed amounts theretofore or thereafter distributable to such Defaulting General Partner pursuant to Paragraph 7 on account of the obligation of such Defaulting General Partner to make such Additional Contribution; (ii) for purposes of any provision of the Agreement providing for the consent or action of General Partners, to deem such Defaulting General Partners not to be a General Partner, and not to have made any Initial or Additional Contribution to the Partnership; (iii) to accelerate the unpaid balance of such Defaulting General Partner's Note and sue such Defaulting General Partner to collect the unpaid amount of such Note (together with a late charge equal to 5% of such unpaid amount and interest at the rate of 10% per annum on the unpaid principal balance and collection expenses, including the reasonable fees and disbursements of counsel for the Partnership); and/or (iv) require the Defaulting General Partner to sell his Interest in the Partnership to the General Partners or their designee ("Purchaser") for an amount equal to 90% of the Aggregate Capital Contribution of the Defaulting General Partner less (a) previous distributions of Cash Flow to the Defaulting General Partner, (b) reasonable expenses incurred by the Purchaser and (c) an amount equal to 90% of the net losses previously allocated to the Defaulting General Partner's Interest. If the price calculated pursuant to the preceding sentence cannot be obtained for the Interest of the Defaulting General Partner from a third-party Purchaser after using reasonable efforts, the price for the Interest shall be that amount actually paid by such third-party Purchaser. The Purchaser shall be admitted to the Partnership as a General Partner upon satisfaction of the conditions contained in the General Partnership Agreement.

(c) The Partnership shall establish for each Partner a capital account which shall be credited with the amounts of the Initial and Additional Contributions to the Partnership when made, shall be credited or charged, as the case may be, with his distributive share of Partnership profit or loss, and shall be charged with the amounts of any Distributions to him pursuant to Paragraph 7. Loans by any Partner shall not be considered contributions to the capital of the Partnership.

#### DISTRIBUTIONS AND ALLOCATION OF INCOME OR LOSS

6.(a) The profits and losses of the Partnership shall be determined for each fiscal year in accordance with the accounting method followed by the Partnership for

Federal income tax purposes and otherwise in accordance with good accounting procedure applied in a consistent manner. The fiscal year of the Partnership shall be the calendar year. Profits and losses shall be allocated to the Partners in accordance with Distribution Percentages of a yearly basis.

(b) Profits and Losses shall be allocated as follows:

(i) The profits and losses of the Partnership, other than those attributable to Capital Items or to the sale, exchange, or other disposition of all or substantially all of the Property, or to any other voluntary or involuntary conversion of the Property, or to a casualty or taking in condemnation affecting the Property, shall be allocated 100% to the General Partners.

(ii) Profits and losses of the Partnership attributable to Capital Items or to the sale, exchange or other disposition of all or substantially all of the Property, to any other voluntary or involuntary conversion of the Property or to a casualty or taking in condemnation affecting the Property shall be allocated among the Partners as follows:

(A) Any profits shall be allocated in the following manner and order:

(1) Ordinary income, in an amount equal to the aggregate deficit in the Partners' capital accounts, shall be allocated to each Partner in the same ratio as the deficit in such Partner's capital account bears to the aggregate of all such deficits; any remaining ordinary income shall be allocated among the Partners in accordance with

(2) below, prior to the allocation of capital gain. If, after such allocation, a deficit remains in the capital accounts of the Partners, an amount of capital gain shall be allocated to the Partners in proportion to any such deficits in an amount sufficient to reduce such deficits to zero;

(B) Any losses shall be allocated in the following Manner and order:

(1) to the extent that the balance in the Partners' capital accounts exceeds the amount of their Aggregate Capital Contribution (the "Excess Balances"), in proportion to such Excess Balances until such Excess Balances are reduced to zero;

(2) then, to the Partners until the balance in their capital accounts shall be reduced to zero;

(C) Except as otherwise provided in this Agreement, all allocations and distributions to be made to the General Partners pursuant to Paragraphs 6 and 7 hereof shall be apportioned among the General Partners, pro rata in the proportion that their respective General Partnership Interest's bear to all General Partnership Interests.

7. (a) Cash Flow distributions shall be made: 100% to the General Partners.

(b) Distributions of Capital Items shall be made as follows:

To the General Partners until such time as each General Partners shall have received distributions of Capital Items sufficient to reduce his Aggregate Capital Contribution to zero;

(c) The net cash proceeds of a sale, exchange or other disposition of all or substantially all of the Property constituting a dissolution of the Partnership shall be applied as follows:

(i) to payment of debts and liabilities of the Partnership and the expenses of liquidation;

(ii) to the setting up of such reserves as the person required by law to wind up the Partnership's affairs may reasonably deem necessary for any contingent liabilities or obligations of the Partnership, provided that any such reserves shall be paid over by such person to an independent escrow agent, to be held by such agent or his successor for such periods as such person shall deem advisable for the purpose of applying such

BOOK 27 PAGE 282

reserves to the payment of such liabilities or obligations and, at the expiration of such period, the balance of such reserves, if any, shall be distributed as hereinafter provided; and

(iii) to the Partners as provided in Paragraph 7(b).

(d) Cash Flow and Capital Items available for distribution shall, subject to Paragraph 9 hereof, be determined by the General Partners and shall be allocated to General Partners on a yearly basis, in accordance with Paragraph 6(a). Such items shall be distributed at convenient periodic intervals, not less than semi-annually within sixty (60) days after the close of such semi-annual period.

(e) The methods hereinabove set forth by which Distributions and allocations are made are hereby expressly consented to by each Partner as an express condition to becoming a Partner.

#### GENERAL PARTNERS POWERS, DUTIES AND LIMITATION OF LIABILITY

8. (a) The General Partners shall, except as otherwise provided in the Agreement, have and possess the same rights and powers as any general partner is a partnership formed under the laws of the State of Alabama and, without limiting the generality of the foregoing, shall have the power and right to:

- (i) manage the Property;
- (ii) execute such documents as they may deem necessary or desirable for Partnership purposes;
- (iii) Construct, improve, acquire, sell, assign, convey, lease, mortgage, or otherwise dispose of all or any part of the Property;
- (iv) borrow money, sell, assign, pledge, grant security interests in, or otherwise encumber or dispose of all of any part of the Notes and all or any collateral securing payment thereof;
- (v) perform or cause to be performed all of the Partnership's obligations under any agreement to which the Partnership is a party or any obligations of the Partnership or otherwise in respect of any indebtedness secured in whole or in part by, or by lien on, or security interest in, any portion of the Property and/or other property of the Partnership;
- (vi) employ, engage, retain or deal with any persons, firms or corporations, including Affiliates of the General Partners, to act as managing agents, brokers, accountants, or lawyers or in such other capacity as the General Partners may deem necessary or desirable, provided the compensation for such services is reasonable. The fact that a General Partner is employed by, or is directly or indirectly affiliated or connected with, any such person, firm or corporation shall not prohibit the General Partner from employing or otherwise dealing with such person, firm or corporation;
- (vii) establish, maintain, deposit into, sign checks and/or otherwise draw upon Partnership bank accounts and execute and/or accept any instrument or agreement incident to the Partnership business and in furtherance of its purposes; without limiting the foregoing, to cause cash funds of the Partnership business and in furtherance of its purposes; without limiting the foregoing, to cause cash funds of the Partnership to be deposited in banks selected by the General Partners;
- (viii) bring or defend, pay, collect, compromise, arbitrate, resort to legal action, or otherwise adjust claims or demands of or against the Partnership;
- (ix) admit one or more additional General Partners with the consent of all of the Partners;

(b) The General Partners shall, at all times during the term of the Partnership, accurately record or cause to be recorded each transaction of the Partnership, including all transactions relating to operation of the Property, and keep or cause to be kept full and accurate books of the Partnership. Such books, and a certified copy of the Certificate and amendments thereto, shall be open for reasonable inspection and examination by the General Partners or their duly authorized representatives.



(c) The doing of any act or the omission to do any act by the General Partner, the effect of which may cause or result in loss or damage to the Partnership, if done in good faith and in accordance with sound business practices and otherwise in accordance with the terms of this Agreement, shall not subject the General Partners to any liability. The Partnership will indemnify and hold harmless the General Partners from any claim, loss, expense, liability, action or damage resulting from any such act or omission, including, without limitation, reasonable costs and expenses of litigation and appeal (including reasonable fees and expenses of attorney engaged by the General Partners in defense of such act or omission), but the General Partners shall not be entitled to be indemnified or held harmless due to, or arising from, their fraud, bad faith, gross negligence, malfeasance or their failure to comply with any representation, warranty, covenant, condition or other agreement herein contained.

9(a) The Partnership shall be dissolved upon the earliest of:

- (i) the expiration of its terms as provided in this Agreement;
- (ii) the sale of all of the Property, unless the Partnership takes back a mortgage or other security device with respect to all or the Property, in connection with such sale;
- (iii) a determination by the General Partners, concurred in by the written consent of General Partners representing one hundred percent (100%) of the Units to dissolve the Partnership.

(b) Upon dissolution, all Certificates or notices thereof required by law shall be filed and the Partnership business shall be concluded as hereinafter provided.

(c) Upon dissolution, all property of the Partnership other than cash shall, within a reasonable time, be sold or otherwise converted into cash or receivables (or transferred in satisfaction of Partnership debts) and the proceeds thereof shall, to the extent available, after payment or making provision for payment, when due, of any debts of the Partnership, be distributed to the Partners in cash and/or in kind, subject to any liabilities of the Partnership, in accordance with the provisions of Paragraph 7(c).

(d) The Partnership's accountant shall prepare and furnish to each Partner a statement setting forth the assets and liabilities of the Partnership as of the date of complete liquidation. Upon complete liquidation of the Partnership property, the General Partners shall execute, acknowledge and cause to be filed all Certificates necessary to terminate the Partnership.

#### GENERAL PROVISIONS

(10) Each General Partner irrevocable constitutes and appoints every other General Partner, with full power of substitution, as his true and lawful attorney in his name, place and stead to make, execute, acknowledge, deliver, swear to, and file:

(i) any counterparts of this Agreement;

(ii) any certificate of general partnership required by law or considered necessary or desirable by the General Partners and all amendments thereto, including, without limitation, an amendment reflecting the admission of a signatory to this Agreement or a counterpart thereof as a Partner of the Partnership;

(iii) all Certificates and other instruments necessary to qualify or continue the Partnership in Alabama;

(iv) all assignments, conveyances or other instruments or documents necessary to effect the dissolution of the Partnership;

(v) all other filings with agencies of the federal government, of any state or local government, or of any other jurisdiction which the General Partner considers necessary or desirable for Partnership purposes; and

(vi) any changes in this Agreement as are required in the judgment of the General Partners in order to comply with the laws of the State of Alabama (including compliance with general partnership law).

It is expressly intended by each General Partner that said power of attorney is coupled with an interest, that it shall be irrevocable and that it shall survive the death or incapacity of a General Partner of the Transfer by a General Partner of the whole or any part of his Interest.

(b) All notices or offers required or permitted pursuant to this Agreement shall be in writing and shall be deemed to be sufficiently given or served for all purposes when presented personally or sent by registered mail:

(i) to the Partnership at 2042 Montreat Drive, Birmingham, Alabama 35216, or to such other address or addresses as the General Partners may hereafter specify by notice to the Partnership.

(ii) to any General Partner at his address specified in the Agreement or as any General Partner may hereafter specify by notice to the Partnership.

(c) This Agreement shall be governed and construed in accordance with the laws of the State of Alabama.

(d) The Partners will execute and deliver such further instruments and do such further acts and things as may be required to carry out the purpose and intent of this Agreement.

(e) This Agreement constitutes the entire agreement among the Partners pertaining to the subject matter hereof. No covenant, representation or condition not expressed in this Agreement shall affect or be effective to interpret, change or restrict the express provisions of this Agreement. The provisions of this Agreement may not be modified or waived except by written agreement executed by the parties to be bound thereby.

(h) None of the provisions of this Agreement shall be for the benefit of or enforceable by any creditors of the Partnership.

(i) Except as otherwise herein provided, this Agreement shall be binding upon and inure to the benefit of the Partners and their successors, personal representatives, heirs and assigns.

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

IN WITNESS WHEREOF, this Agreement has been executed by the Partners as of the day and year first set forth above.

GENERAL PARTNERS

William L. Welch  
William L. Welch

Lonnie B. Welch  
Lonnie B. Welch

ADDRESS OF ADDITIONAL GENERAL PARTNERS:

William L. Welch  
P.O. Box 20404 B'ham, ALA. 35216

Number of Units Purchased: (10) TEN

STATE OF ALABAMA )  
COUNTY OF SHELBY )

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that William L. Welch, whose name is signed to the foregoing General Partnership Agreement, and who is known to me, acknowledged before me on this day, that being informed of the contents thereof, he executed the same voluntarily on the day the same bears date.

Given under my hand and official seal, this the 5th day of Dec., 1981

Jayce M. Collins  
Notary Public - State at Large  
My Commission Expires: 8/22/81

BOOK 27 PAGE 286

STATE OF ALABAMA )  
COUNTY OF Jefferson )

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that William L. Welch & Dennis B. Welch whose names as General Partners is signed to the foregoing General Partnership Agreement, and who is known to me, acknowledged before me on this day, that, being informed of the contents thereof, he executed the same voluntarily on the day the same bears date.

Given under my hand and official seal, this the 5th day of Dec., 1981

Jayce M. Collins  
Notary Public - State at Large  
My Commission Expires: 8/22/81



ADDRESS OF ADDITIONAL GENERAL PARTNERS:

Melvin J. Hornberger  
3042 Montfort Dr. B'ham 35216

Number of Units Purchased: 10 (TEN)

STATE OF ALABAMA )  
COUNTY OF SHELBY )

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that Melvin J. Hornberger, whose name is signed to the foregoing General Partnership Agreement, and who is known to me, acknowledged before me on this day, that being informed of the contents thereof, he executed the same voluntarily on the day the same bears date.

Given under my hand and official seal, this the 5<sup>th</sup> day of Dec., 1984.

Jasper M. Collins  
Notary Public - State at Large  
My Commission Expires: 8/23/87

27 PAGE 287

BOOK

STATE OF ALABAMA )  
COUNTY OF Jefferson )

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that William H. Alexander, Jr. and Donald whose names as General Partners ~~are~~ signed to the foregoing General Partnership Agreement, and who ~~are~~ known to me, acknowledged before me on this day, that, being informed of the contents thereof, he executed the same voluntarily on the day the same bears date.

Given under my hand and official seal, this the 5<sup>th</sup> day of Dec., 1984.

Jasper M. Collins  
Notary Public - State at Large  
My Commission Expires: 8/23/87

ADDRESS OF ADDITIONAL GENERAL PARTNERS:

William J. Cummings

2 PERIMETER PARK SOUTH, SUITE 450 P.O. Box 43468, Birmingham, AL 35242

Number of Units Purchased: SIX

STATE OF ALABAMA )  
COUNTY OF SHELBY )

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that William J. Cummings, whose name is signed to the foregoing General Partnership Agreement, and who is known to me, acknowledged before me on this day, that being informed of the contents thereof, he executed the same voluntarily on the day the same bears date.

Given under my hand and official seal, this the 5th day of Dec, 1987

Jayce M. Collins  
Notary Public - State of Alabama  
My Commission Expires: 8/22/87

27 PAGE 288

BOOK STATE OF ALABAMA )  
COUNTY OF Jefferson )

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that William L. Nelson & James B. Nelson whose names as General Partners are signed to the foregoing General Partnership Agreement, and who are known to me, acknowledged before me on this day, that, being informed of the contents thereof, he executed the same voluntarily on the day the same bears date.

Given under my hand and official seal, this the 5th day of December, 1987

Jayce M. Collins  
Notary Public - State of Alabama  
My Commission Expires: 8/22/87

MARK WHITLOCK  
ADDRESS OF ADDITIONAL GENERAL PARTNERS:

1400-B-Montgomery Hwy  
Birmingham, AL 35216

Number of Units Purchased: TEN

STATE OF ALABAMA )  
COUNTY OF SHELBY )

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that Mark Whitlock, whose name is signed to the foregoing General Partnership Agreement, and who is known to me, acknowledged before me on this day, that being informed of the contents thereof, he executed the same voluntarily on the day the same bears date.

Given under my hand and official seal, this the 5th day of Dec., 1984.

Jayce M. Collins  
Notary Public - State at Large  
My Commission Expires: 8/22/87

BOOK 27 PAGE 289

STATE OF ALABAMA )  
COUNTY OF Jefferson )

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that William L. Helms and Louis Baker whose names as General Partners ~~is~~ signed to the foregoing General Partnership Agreement, and who ~~is~~ known to me, acknowledged before me on this day, that, being informed of the contents thereof, he executed the same voluntarily on the day the same bears date.

Given under my hand and official seal, this the 5th day of Dec., 1984.

Jayce M. Collins  
Notary Public - State at Large  
My Commission Expires: 8/22/87

ADDRESS OF ADDITIONAL GENERAL PARTNERS:

LONNIE B. WELCH

P.O. Box 20404, B'ham, ALA. 35216

Number of Units Purchased: ten (10)

STATE OF ALABAMA )  
COUNTY OF SHELBY )

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that Lennie B. Welch, whose name is signed to the foregoing General Partnership Agreement, and who is known to me, acknowledged before me on this day, that being informed of the contents thereof, he executed the same voluntarily on the day the same bears date.

Given under my hand and official seal, this the 5<sup>th</sup> day of Dec., 1984

Joyce M. Collins  
Notary Public - State at large  
My Commission Expires: 8/25/87

STATE OF ALABAMA )  
COUNTY OF Jefferson )

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that William L. Welch and Lennie B. Welch, whose names as General Partners <sup>are</sup> signed to the foregoing General Partnership Agreement, and who <sup>are</sup> known to me, acknowledged before me on this day, that, being informed of the contents thereof, he executed the same voluntarily on the day the same bears date.

Given under my hand and official seal, this the 5<sup>th</sup> day of Dec., 1984

Joyce M. Collins  
Notary Public - State at large  
My Commission Expires: 8/25/87

27 PAGE 290

BOOK

ADDRESS OF ADDITIONAL GENERAL PARTNERS:

S. M. McCreary

623 No. 33<sup>rd</sup> Place  
B'ham, AL  
35222

J. M. McCreary  
Number of Units Purchased: 10 units

STATE OF ALABAMA )  
COUNTY OF SHELBY )

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that J. M. McCreary, whose name is signed to the foregoing General Partnership Agreement, and who is known to me, acknowledged before me on this day, that being informed of the contents thereof, he executed the same voluntarily on the day the same bears date.

Given under my hand and official seal, this the 24<sup>th</sup> day of Dec., 1984.

Joyce M. Collins  
Notary Public - State of Alabama  
My Commission Expires: 8/22/87

27 PAGE 291

BOOK  
STATE OF ALABAMA )  
COUNTY OF Jefferson )

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that William H. McCreary & Son whose names as General Partners is signed to the foregoing General Partnership Agreement, and who is known to me, acknowledged before me on this day, that, being informed of the contents thereof, he executed the same voluntarily on the day the same bears date.

Given under my hand and official seal, this the 24<sup>th</sup> day of Dec., 1984.

Joyce M. Collins  
Notary Public - State of Alabama  
My Commission Expires: 8/22/87



ADDRESS OF ADDITIONAL GENERAL PARTNERS:

Carl A. Regester

P.O. Box 7324-A Birmingham, ALA. 35253

Number of Units Purchased: X (EIGHT)

STATE OF ALABAMA )  
COUNTY OF SHELBY )

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that Carl A. Regester, whose name is signed to the foregoing General Partnership Agreement, and who is known to me, acknowledged before me on this day, that being informed of the contents thereof, he executed the same voluntarily on the day the same bears date.

Given under my hand and official seal, this the 5<sup>th</sup> day of Dec., 1984

Jayce M. Collins  
Notary Public - State at Large  
My Commission Expires: 8/22/87

27 PAGE 292

BOOK  
STATE OF ALABAMA )  
COUNTY OF Jefferson )

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that William L. Welch + Lonnie B. Welch, whose names as General Partners ~~is~~ signed to the foregoing General Partnership Agreement, and who ~~is~~ known to me, acknowledged before me on this day, that, being informed of the contents thereof, he executed the same voluntarily on the day the same bears date.

Given under my hand and official seal, this the 5<sup>th</sup> day of Dec., 1984.

Jayce M. Collins  
Notary Public - State at Large  
My Commission Expires: 8/22/87

ADDRESS OF ADDITIONAL GENERAL PARTNERS:

Lowell A. Hamilton

2612 Vestavia Forest Pl. B'ham, Ala 35216

Number of Units Purchased: 6 (SEY)

STATE OF ALABAMA )  
COUNTY OF SHELBY )

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that Lowell A. Hamilton, whose name is signed to the foregoing General Partnership Agreement, and who is known to me, acknowledged before me on this day, that being informed of the contents thereof, he executed the same voluntarily on the day the same bears date.

Given under my hand and official seal, this the 20<sup>th</sup> day of Nov., 1984.

James M. Collins  
Notary Public - State of Alabama  
My Commission Expires: 8/25/87

STATE OF ALABAMA )  
COUNTY OF Jefferson )

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that William H. White, Jr. and Louis B. White, whose names as General Partners is signed to the foregoing General Partnership Agreement, and who is known to me, acknowledged before me on this day, that, being informed of the contents thereof, he executed the same voluntarily on the day the same bears date.

Given under my hand and official seal, this the 20<sup>th</sup> day of Nov., 1984.

James M. Collins  
Notary Public - State of Alabama  
My Commission Expires: 8/25/87

BOOK 27 PAGE 293

ADDRESS OF ADDITIONAL GENERAL PARTNERS:

W. R. Register  
1322 - BRANCH WATER Lx  
Birmingham, ALA 35206  
Number of Units Purchased: 8 (EIGHT)

STATE OF ALABAMA )  
COUNTY OF SHELBY )

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that W. R. Register, whose name is signed to the foregoing General Partnership Agreement, and who is known to me, acknowledged before me on this day, that being informed of the contents thereof, he executed the same voluntarily on the day the same bears date.

Given under my hand and official seal, this the 5th day of Dec., 1984

Jayce M. Collins  
Notary Public - State of Alabama  
My Commission Expires: 8/22/87

27 PAGE 294

BOOK

STATE OF ALABAMA )  
COUNTY OF Jefferson )

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that William L. Whitehead & Son, Inc. whose names as General Partners is signed to the foregoing General Partnership Agreement, and who is known to me, acknowledged before me on this day, that, being informed of the contents thereof, he executed the same voluntarily on the day the same bears date.

Given under my hand and official seal, this the 5th day of Dec., 1984

Jayce M. Collins  
Notary Public - State of Alabama  
My Commission Expires: 8/22/87

ADDRESS OF ADDITIONAL GENERAL PARTNERS:

JAMES G. LOVELL, JR.  
2305 PONDEROSA CIR. B'HAM, ALA. 35216

Number of Units Purchased: 6 (SIX)

STATE OF ALABAMA )  
COUNTY OF SHELBY )

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that James G. Lovell, Jr., whose name is signed to the foregoing General Partnership Agreement, and who is known to me, acknowledged before me on this day, that being informed of the contents thereof, he executed the same voluntarily on the day the same bears date.

Given under my hand and official seal, this the 20<sup>th</sup> day of Nov., 1984.

Jayce M. Collins  
Notary Public - State of Alabama  
My Commission Expires: 8/22/87

STATE OF ALABAMA )  
COUNTY OF Jefferson )

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that William H. Walker & Lennie B. Baker whose names as General Partners are signed to the foregoing General Partnership Agreement, and who is known to me, acknowledged before me on this day, that, being informed of the contents thereof, he executed the same voluntarily on the day the same bears date.

Given under my hand and official seal, this the 20<sup>th</sup> day of Nov., 1984.

Jayce M. Collins  
Notary Public - State of Alabama  
My Commission Expires: 8/22/87

ADDRESS OF ADDITIONAL GENERAL PARTNERS:

JACKSON L WILLIAMS  
3845 ORLEANS ROAD BHAM ALA 35203

Number of Units Purchased: 10 (TEN)

STATE OF ALABAMA )  
COUNTY OF SHELBY )

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that Jackson L Williams, whose name is signed to the foregoing General Partnership Agreement, and who is known to me, acknowledged before me on this day, that being informed of the contents thereof, he executed the same voluntarily on the day the same bears date.

Given under my hand and official seal, this the 5th day of Dec., 1984

Jayce M. Collins  
Notary Public - State of Ala.  
My Commission Expires: 8/22/87

BOOK 27 PAGE 296

STATE OF ALABAMA )  
COUNTY OF Jefferson )

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that William L. Williams & Lennie B. Baker, whose names as General Partners is signed to the foregoing General Partnership Agreement, and who is known to me, acknowledged before me on this day, that, being informed of the contents thereof, he executed the same voluntarily on the day the same bears date.

Given under my hand and official seal, this the 5th day of Dec., 1984

Jayce M. Collins  
Notary Public - State of Ala.  
My Commission Expires: 8/22/87



ADDRESS OF ADDITIONAL GENERAL PARTNERS:

James R. Patterson, Jr.  
196 N. 1st St.

2100-11th Ave. S.  
Birmingham, Ala. 35205

Number of Units Purchased: 51X (6)

STATE OF ALABAMA )  
COUNTY OF SHELBY )

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that John R. Patterson Jr., whose name is signed to the foregoing General Partnership Agreement, and who is known to me, acknowledged before me on this day, that being informed of the contents thereof, he executed the same voluntarily on the day the same bears date.

Given under my hand and official seal, this the 5th day of Dec., 1984.

James M. Collins  
Notary Public State of Alabama  
My Commission Expires: 8/22/87

STATE OF ALABAMA )  
COUNTY OF Jefferson )

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that William D. Wilson, Jr. whose name as General Partner is signed to the foregoing General Partnership Agreement, and who is known to me, acknowledged before me on this day, that, being informed of the contents thereof, he executed the same voluntarily on the day the same bears date.

Given under my hand and official seal, this the 5th day of Dec., 1984.

James M. Collins  
Notary Public State of Alabama  
My Commission Expires: 8/22/87

STATE OF ALABAMA )  
COUNTY OF SHELBY )  
NOTARY PUBLIC )  
1985 JAN 18 PM 1:28

Rec. 47.50  
Inc. 1.00  
48.50