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CERTIFICATE AND AGREEMENT  
FOR  
CUSTOM CAR WASH ASSOCIATES, LTD.

THIS AGREEMENT OF PARTNERSHIP was executed on the 18th day of September, 1986, by EDWARD L. OSBORN (the "Limited Partner") and by MICHAEL E. OSBORN and MICHAEL R. FOGLE (the "General Partners"). The Limited Partner and the General Partners are sometimes collectively referred to hereinafter as the "Partners").

IN CONSIDERATION of the mutual covenants expressed below and other good and valuable consideration, the Partners hereby agree as follows:

1. FORMATION OF LIMITED PARTNERSHIP: The parties hereby form a Limited Partnership pursuant to the Alabama Partnership Act, Section 10-9A-1 et seq., Code of Alabama (1975), upon the terms and conditions herein provided.

2. NAME AND PLACE OF BUSINESS: The Partnership shall operate under the name of "CUSTOM CAR WASH ASSOCIATES, LTD." and its principal place of business shall be at 4621 U.S. 280 East, Birmingham, Alabama 35243 or at such other place as the Partners may hereafter designate.

3. BUSINESS PURPOSE: The primary purpose of the Partnership is to acquire for investment, mortgage, improve, manage, hold, lease, sell, exchange and otherwise deal with Lot 3, Cahaba Park South, Map Book 9, Page 164, Shelby County, Alabama Probate Records (the "Subject Property").

4. PARTNERSHIP TERM: The Partnership term shall commence on the date on which this Agreement is filed in the Probate Records of Shelby County, Alabama, and shall continue until terminated as hereinafter provided.

5. CAPITAL OF THE PARTNERSHIP:

(a) Initial Contributions: The respective Partners have made the following contributions as their respective initial contributions to the capital of the Partnership:

(i) Michael E. Osborn has contributed the Subject Property, subject to all liens, encumbrances and matters of record, together with the sum of Four Hundred Fifty Dollars (\$450.00) cash;

William R. Lefkowitz  
Berkowitz, Lefkowitz et al  
1100 Fair

(ii) Edward L. Osborn has contributed the sum of Two Hundred Fifty Dollars (\$250.00) cash; and

(iii) Michael R. Fogle has contributed the sum of Three Hundred Dollars (\$300.00) cash.

(b) Assignment and Assumption: In connection with the contribution of the Subject Property, the Partners hereby assign to the Partnership all of their rights under the following instruments, and the Partnership hereby assumes and agrees to pay and perform all obligations arising thereunder:

(i) that certain Promissory Note made to AmSouth Bank, N.A. dated May 28, 1986, in the original amount of Four Hundred Twenty Thousand and no/Dollars (\$420,000), and related real estate mortgage recorded in Real 73, page 979, Shelby County Probate Records;

(ii) that certain unsecured Promissory Note made to AmSouth Bank, N.A. dated June 27, 1986, in the original amount of \$45,000;

(iii) those certain Purchase Orders with Engineered Car Wash Systems, Inc. dated June 17, 1986, in the approximate amount of \$160,000, relating to the purchase of certain equipment; and

(iv) that certain Service Agreement with Cahaba Water Renovation Systems, Inc. dated May 30, 1986.

(c) Reimbursement to Partners: It is recognized that certain Partners have individually incurred expense in furtherance of the Partnership prior to its formation, as reflected on a separate schedule. It is anticipated that the individual Partners will be reimbursed for such expenditures with proceeds from the Construction Loan. To the extent the individual Partners are not reimbursed from such loan proceeds, the Partnership shall reimburse the Partners for such expenditures so that the total of all such expenditures are born by the respective Partners in accordance to their respective Percentage Interests.

(d) Additional Contributions: The General Partners acknowledge that additional capital will be required to develop and operate the Subject Property. If a majority in interest of the General Partners shall determine that additional capital is required, then each General Partner shall contribute his share thereof

(determined in accordance with their respective Percentage Interests) within fifteen (15) days after written notice of the amount of capital required. It is understood that capital calls are authorized hereunder only for the following purposes:

(i) To finance the cost of constructing the proposed car wash facility on the Subject Property, to the extent that funds available from the anticipated AmSouth mortgage loan (the "Construction Loan") in the amount of \$1,175,000.00 are insufficient for such purpose, unless any such deficit can be borrowed by the Partnership on terms unanimously approved by the Partners;

(ii) to timely discharge any obligations of the Partnership under the Construction Loan and related documentation, including any loan incurred by the Partnership, as authorized under this Agreement, to refinance the Construction Loan;

(iii) to timely discharge any obligations of the Partnership, as Lessor, to Alabama Custom Car Wash, Inc., Lessee, under that certain Net Lease Agreement of even date herewith relating to the Subject Property; and

(iv) to pay any and all obligations of the Partnership incurred in the ordinary course of its business and not in excess of \$100,000.00 in any calendar year, it being understood that the business of the Partnership shall not be altered from the anticipated construction and leasing of a car wash facility on the Subject Property without the consent of all Partners.

(e) Limited Partner: The Limited Partner shall not be obligated to make any additional capital contribution whatsoever to the Partnership, and all creditors and parties who may have claims against the Partnership are hereby so notified. This provision shall not impair any separate guaranty or similar instrument given by the Limited Partner to secure any Partnership obligations.

(e) Capital Accounts: Separate capital accounts shall be maintained for each Partner. The capital account of each Partner shall initially consist of the adjusted basis for federal income tax purposes, as of the date of contribution, of property contributed by such Partner.

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Each Partner's capital account shall be increased by:

- (i) additional capital contributions to the Partnership made by such Partner; and
- (ii) such Partner's allocable share of Partnership income or gain.

Each Partner's capital account shall be decreased by:

- (i) such Partner's allocable share of Partnership losses; and
- (ii) all distributions of capital made to such Partner by the Partnership.

6. FAILURE TO CONTRIBUTE: In the event that any General Partner (the "Defaulting Partner") fails to pay his proportionate share of any additional capital authorized and required under Paragraph 5(d) within fifteen (15) days after notice of the amount due from him, then the other Partners (the "Non-Defaulting Partners") in addition to all other rights available to them under any other agreement, at law or in equity, shall have the following rights, alternatively or cumulatively:

(a) Loan Advance: Any one or more of the Non-Defaulting Partners may advance the amount due from the Defaulting Partner, with the amount advanced to be treated as a loan to the Defaulting Partner payable on demand, and bearing interest from the date of advance at a per annum interest rate four (4) percentage points in excess of the prime rate announced and in effect from time to time at AmSouth Bank, N.A. In connection with any such loans to any Defaulting Partner, subject to the terms of any mortgages or other security instruments affecting the Subject Property, the Non-Defaulting Partners shall have the right and shall be entitled to receive all distributions and proceeds of the Subject Property otherwise due the Defaulting Partner, to be first applied to interest accruing on such loan and thereafter to unpaid principal, until the full amount has been satisfied.

(b) Collection and Damages: The Non-Defaulting Partners may bring suit against the Defaulting Partner for breach of this Agreement and may seek specific performance of the Defaulting Partner's obligations hereunder as well as damages sustained by reason of such breach. In the event the Non-Defaulting Partners shall prevail in any such action, the Defaulting

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Partner shall reimburse them for all costs and expenses incurred in connection therewith, including attorneys' fees.

(c) Right to Purchase: If any Non-Defaulting Partner shall so desire, he may give the Defaulting Partner a second notice (the "Purchase Notice") at any time after expiration of the fifteen (15) day period referred to in Paragraph 5(c). If the Defaulting Partner does not pay in full, within sixty (60) days after the Purchase Notice, all amounts due of him under this Agreement, then the Non-Defaulting Partners shall have the right and option, but not the obligation, to purchase the entire Partnership Interest of the Defaulting partner, for a cash price equal to the "fair value" of such interest, which option shall be exercisable for a period of sixty (60) days after the "fair value" thereof is determined. For purposes of this Agreement, the "fair value" of the Defaulting Partner's interest shall be determined by certified public accounts, selected by the Non-Defaulting Partners and retained on behalf of the Partnership, as follows:

(i) all assets of the Partnership (other than the Subject Property, any improvements thereon and appurtenances thereto, and any marketable securities owned by the Partnership) shall be credited at book value as of the last day of the fiscal year immediately preceding default by the Defaulting Partner;

(ii) the Subject Property and any improvements thereon and appurtenances thereto shall be credited at seventy-five percent (75%) of the "fair market value" determined in accordance with Paragraph 13(d);

(iii) any marketable securities owned by the Partnership shall be credited at one hundred percent (100%) of fair market value as of the date of purchase, as determined by any generally recognized securities listing selected by the Non-Defaulting Partner.

(iv) all existing liabilities of the Partnership, whether or not accrued, shall be deducted, at one hundred percent (100%) of principal plus accrued unpaid interest; and

(v) the result obtained under Paragraphs 6(c)(i)-(iv) shall be multiplied by the Defaulting Partner's Percentage Interest.

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The Partners agree that the valuation of the Subject Property at seventy-five percent (75%) of fair market value, for purposes of determining the fair value of a Defaulting Partner's Partnership Interest, is both adequate and reasonable due to the fact that (1) such Partnership Interest, if expeditiously sold to an unrelated third party, would probably yield no more, and (2) no real estate sales or other commission is due hereunder in connection with the sale of the Defaulting Partner's Partnership Interest.

7. ALLOCATION OF TAX ITEMS:

Partnership profits and losses for federal income tax purposes, and each item entering into the computation thereof, shall be allocated between the Partners according to the following proportions (referred to herein as the "Percentage Interests"):

<u>Partner</u>	<u>Percentage</u>
Michael E. Osborn	45%
Edward L. Osborn	25%
Michael Fogle	<u>30%</u>
Total	100%

8. DISTRIBUTIONS TO PARTNERS:

(a) Distributions: Funds of the Partnership, and other Partnership assets, shall be distributed in such manner, at such times, and in such amounts as a majority in interest of the General Partners shall mutually determine; provided that cash flow of the Partnership shall be distributed on a monthly basis unless otherwise agreed by all of the Partners. Except as provided in Paragraph 6 above, all distributions shall be made to the Partners in accordance with their Percentage Interests.

(b) Cash Flow: The term "cash flow" of the Partnership as used herein shall mean the net profits (losses) derived from the Partnership business, as ascertained in accordance with the accounting methods and practices followed by the Partnership for federal income tax purposes, except that:

(i) depreciation or amortization of buildings, improvements, furniture, fixtures, furnishings, equipment and other personal property shall not be considered a deduction;

(ii) any non-taxable income or receipts of the Partnership (excluding capital contributions and the proceeds of mortgages, loans or other Partnership obligations) shall be included in cash flow;

(iii) debt amortization paid by the Partnership shall be considered a deduction;

(iv) any amounts expended by the Partnership for capital improvements and/or replacements (except to the extent financed through contributions to capital, mortgages, loans or other Partnership obligations, or from reserves previously set aside by the Partnership for such purposes) shall be considered a deduction;

(v) if a majority in interest of the General Partners shall so determine, adequate reserves shall be deducted to provide funds for any contingencies of the Partnership; provided that the aggregate of all such reserves shall not exceed \$100,000.00 unless agreed by all General Partners; and

(vi) any other funds of the Partnership deemed available for distribution and designated by the General Partners as cash flow shall be included in cash flow.

9. ACCOUNTING AND FINANCIAL:

(a) Books to be Maintained: The Partnership books of account shall be maintained at such locations and by such person or persons as may be designated from time to time by the Partners. Each transaction of the Partnership shall be fully and accurately entered on such books of account under methods and practices of accounting conforming to those used by the Partnership for federal income tax purposes.

(b) Access by Partners: The Partnership books of account shall be open to inspection by any Partner or his designated agent at any reasonable time during normal and customary business hours.

(c) Fiscal Year: The Partnership shall use a calendar fiscal year for accounting and tax purposes.

(d) Annual Statements: The Partnership books shall be closed and balanced at the end of each fiscal year. Annual financial statements showing the Partnership's profits and losses for the fiscal year, and indicating the share of profits and losses of each Partner for income tax purposes, shall be distributed to



each Partner within a reasonable time after the close of each fiscal year.

(e) Banking: Funds of the Partnership shall be deposited in a Partnership account or accounts in a bank or banks selected by the Partners. Withdrawals from any such accounts may be made upon such signatures as the Partners shall hereafter designate to any such bank.

#### 10. MANAGEMENT AND CONTROL:

(a) Action by General Partners: Each General Partner shall have the right to participate in management decisions concerning the Partnership. All such decisions shall be made by a majority in interest of the General Partners. Any deed, bill of sale, mortgage, note, security agreement, lease, contract of sale, joint venture agreement, or other instrument, agreement or commitment purporting to bind the Partnership shall be signed on behalf of the Partnership by a majority in interest of the General Partners. The General Partners shall have all rights and authority conferred by law which are not inconsistent with the provisions of this Agreement.

(b) Limitation: Notwithstanding the foregoing, any change in the business of the Partnership beyond the construction, leasing and disposition of a car wash facility on the Subject Property, and any sale, refinancing, or other disposition of the Subject Property, shall require approval of all Partners, Limited and General.

#### 11. RESTRICTIONS ON TRANSFER:

(a) Restrictions: Each Partner hereby agrees that he will not transfer, sell, assign, encumber or in any way alienate any portion of his interest in the Partnership, except where expressly required or permitted under the provisions of this Agreement. Provided such conveyance would not be in violation of any mortgage or security agreement affecting the Subject Property or that any such violation shall have been waived in writing by the holder of such mortgage or security interest, Michael E. Osborn and Edward L. Osborn shall be free to transfer any interest they own in the Partnership to the other.

(b) Effect of Unauthorized Transfer: Any purported assignment or other disposition of any interest in the Partnership not required or permitted under the terms of this Agreement shall be void and ineffectual, and shall not operate to transfer any interest or title to the purported assignee.



12. MANDATORY PURCHASE AND SALE: At any time on or after October 1, 1988, provided such conveyance would not be in violation of any mortgage or security instrument affecting the Subject Property or that any such violation shall have been waived in writing by the holder of such mortgage or security instrument, any Partner (the "Offeror") shall have the right to deliver an offer in writing to the other Partners (the "Offerees") requiring the Offerees to (a) purchase the Offeror's entire interest in the Partnership or (b) convey the Offerees' entire interest in the Partnership to the Offeror, in accordance with the provisions of this Paragraph 12. Such notice (the "Offer") shall state an amount determined by the Offeror to be the fair value of all Partnership assets. Upon receipt of an Offer, the Offerees shall have the right and option to purchase the Offeror's entire interest in the Partnership for cash at a purchase price equal to the amount stated in the Offer multiplied by the Offeror's Percentage Interest. If none of the Offerees accept the Offer within ninety (90) days after delivery of the Offer, then the Offerees shall be obligated to convey their entire interests in the Partnership to the Offeror, with each to receive a price therefor equal to such Offeree's respective Percentage Interest multiplied by the amount set forth in the Offer. If more than one of the Offerees accepts the Offer within such ninety (90) day period, then they shall participate in the purchase of the Offeror's interest according to their respective Percentage Interests. The closing of any purchase hereunder shall be held not later than thirty (30) days after expiration of the ninety (90) day period. At closing, the purchasing Partner or Partners shall pay the purchase price in cash and shall deliver documentation evidencing the release of the selling Partner from all recourse Partnership notes and mortgages and indemnifying the Seller from all other Partnership obligations.

13. PURCHASE OPTION TO PARTNERS:

(a) Grant of Option: Upon the death of any Partner, the remaining Partners shall have the right and option, but not the obligation, to purchase the deceased Partner's entire interest in the Partnership, for a cash consideration equal to the "fair market value" of such interest, as determined under Paragraph 13(d) below, all upon the terms and conditions set forth in this Agreement.

(b) Exercise of Option: The option granted by Paragraph 13(a) may be exercised at any time during the thirty (30) day period (the "Option Period") commencing on the date of the determination of fair market value under Paragraph 13(d) below.

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(c) Allocation Among Partners: If more than one (1) of the Partners timely exercises an option granted hereunder with respect to a deceased Partner's interest, each such Partner shall have the right and obligation to purchase that portion of the deceased Partner's interest represented by a fraction, the numerator of which is the Percentage Interest of such Partner, and the denominator of which is the aggregate Percentage Interest of all Partners exercising such option.

(d) Determination of Fair Market Value: The fair market value of a Partner's interest in the Partnership shall be determined by the following procedure:

(i) Within four (4) weeks after the qualification of the deceased Partner's legal representative, or within two (2) weeks after issuance of a Purchase Notice under Paragraph 6(c), as applicable, two (2) qualified appraisers shall initially be designated in the following manner:

(A) One such appraiser (the "Seller's Appraiser") shall be selected by the deceased Partner's representative or by the Defaulting Partner, as applicable; and

(B) One such appraiser (the "Purchasers' Appraiser") shall be selected by a majority in interest of the remaining Partners.

[For purposes of this Paragraph a "qualified" appraiser shall mean a real estate appraiser who is a member of the American Institute of Real Estate Appraisers with an M.A.I. designation.]

(ii) If either group shall fail to designate a qualified appraiser within such four (4) week period, then the qualified appraiser designated by the other group shall determine the value of the Partner's interest. Otherwise, the two qualified appraisers designated by the parties shall select a third qualified appraiser (hereinafter the "Independent Appraiser"). If the Seller's Appraiser and Purchasers' Appraiser cannot, within two (2) weeks after the designation of the second of them to be designated, agree on a qualified third appraiser, or if neither party shall designate its appraiser within said four (4) week period, then, in such event, the Independent Appraiser shall be

selected by the President of the Birmingham Bar Association. If such President should fail to make such selection within four (4) weeks after written request therefor, then upon petition by any of the Partners or the representative of the deceased Partner, the Independent Appraiser shall be appointed by the presiding Judge of the Tenth Judicial Circuit of Alabama. Such right of appointment must be exercised by a written instrument, signed and acknowledged by the person or persons having such power as provided above, with a copy thereof delivered to all Partners or their representatives.

(iii) Working without consultation among them, the appraiser(s) selected as provided above shall prepare separate statement(s), each setting forth the appraised value of the Partner's interest. These statement(s) shall be sealed and each submitted to the certified public accountant then employed by the Partnership, within six (6) weeks after: (A) the designation of the Independent Appraiser, or (B) in the case where only one party selects and appraiser within the four (4) week period referred to in Paragraph 13(d)(ii) above, the expiration of such four (4) week period.

(iv) Upon the later of (1) the receipt by the Partnership's certified public accountant of the Independent Appraiser's statement, or (2) the expiration of the applicable period provided for in Paragraph 13(d)(iii) above, the certified public accountant shall open the statement(s) submitted and the appraised value of the Partner's interest shall be determined as follows:

(A) If neither the Seller's Appraiser nor the Purchasers' Appraiser has submitted its statement at such time, then the amount set forth in the Independent Appraiser's statement shall be taken as the value of such interest.

(B) If one, but not both, of the Seller's Appraiser and the Purchasers' Appraiser has submitted its statement at such time, then the amount set forth in such statement shall be taken as the value of such interest, the statement of the Independent Appraiser being disregarded in such case.

(C) If all three statements provided for herein shall have been submitted to the Partnership's certified public accountant at such time, then the amounts set forth in the statements of the Seller's Appraiser and in that of the Purchasers' Appraiser shall be compared to the amount set forth in the statement of the Independent Appraiser. If the amounts set forth in the statement of the Seller's Appraiser is equal to the amount set forth in the statement of the Purchasers' Appraiser, then such amount so stated in both statements shall be taken as the value of such interest, the statement of the Independent Appraiser being disregarded in such case. If the average of the amounts set forth in the statements of the Seller's Appraiser and in that of the Purchasers' Appraiser falls within a range of 10% above or below the amount set forth in the statement of the Independent Appraiser, then the amount set forth in the statement of the Independent Appraiser shall be taken as the value of such interest. If the value of the deceased Partner's interest is not determined under either of the two preceding sentences, then that amount, set forth in the statement of either the Seller's Appraiser or in the statement of the Purchasers' Appraiser, whichever is closest in value to the amount set forth in the statement of the Independent Appraiser, shall be taken as the value of such interest.

(v) All fees and expenses of the respective appraisers shall be paid as follows:

Seller's Appraiser:	by the deceased Partner's estate or by the Defaulting Partner, as applicable
Purchasers' Appraiser:	by the remaining Partners pro rata
Independent Appraiser:	50% by the deceased Partner's estate or the Defaulting Partner, as applicable and 50% by the remaining Partners, on a pro rata basis.

(e) Closing: The closing of any purchase hereunder shall be held not later than thirty (30) days after expiration of the Option Period. At closing, the purchasing Partner or Partners shall deliver documentation evidencing the release of the selling Partner from all recourse Partnership notes and mortgages and indemnifying the Seller from all other Partnership obligations.

#### 14. TERMINATION OF THE PARTNERSHIP:

(a) Death or Incapacity. In the event of the death, insanity or mental incapacity of any Partner, the Partnership shall not be terminated but shall continue among the surviving or remaining Partners. The estate (including a guardianship estate) or the legatees or heirs of such Partner shall succeed to the rights of such deceased, insane or incapacitated Partner (as the case may be) concerning distributions and allocations of profit and loss. However, any such party shall not become a "partner" for purposes of this Agreement or for purposes of applicable law without the unanimous consent of the Partners. Without limiting the generality of the foregoing, the heirs or devisees of a deceased Partner whose interest is not purchased under Paragraph 13 shall have no right to participate in management unless the remaining Partners unanimously consent thereto.

(b) Events of Termination. The Partnership may be dissolved and liquidated by unanimous agreement of the Partners or upon the disposition of the Partnership's entire interest in the Subject Property.

(c) Procedure on Termination. Upon the termination of the Partnership, the Partners shall immediately commence to wind up its affairs. Partnership property shall be distributed in kind, or liquidated as promptly as is consistent with obtaining its fair value.

(d) Priority of Distributions. Partnership property, including proceeds from the liquidation of Partnership assets, shall be distributed in the following order of priority:

(i) First, to pay all debts and liabilities of the Partnership, including expenses of liquidation, owing to creditors other than Partners;

(ii) Second, to establish any reserve which the Partners deem necessary for any contingent or unforeseen liabilities of the Partnership, to be held in

trust for the payment of such liabilities upon terms specified by the Partners;

(iii) Third, to pay all debts and liabilities of the Partnership owing to Partners;

(iv) Fourth, to reduce the capital account of any Partner whose ratio of capital account to the sum of all capital accounts is greater than his Percentage Interest, until all capital accounts are in the same proportions as the respective Percentage Interests of the Partners; and

(v) Fifth, to discharge the capital accounts of all Partners.

(e) Deficits. If funds of the Partnership are insufficient to pay in full all of the items enumerated in Paragraph 14(d), then the individual General Partners shall restore any deficit in their respective capital accounts or otherwise make payments to the Partnership creditors or to the other Partners in a manner so that Partnership losses are borne by the Partners in accordance with their respective Percentage Interests.

(f) Remaining Funds. Any Partnership funds remaining after payment in full of the items listed in Paragraph 14(d) shall be distributed to the Partners in accordance with their respective Percentage Interests. After the expiration of the time specified by the Partners, any undisbursed reserves shall be distributed in accordance with the priorities of this Paragraph 14.

15. NOTICES: All notices hereunder shall be given by personal delivery or by certified or registered mail to the addresses shown on the signature page hereof (or to such other address as may be given through notice by a Partner to all of the others). Notices shall be effective upon receipt.

16. RIGHT OF CONTRIBUTION: Notwithstanding the fact that the obligations of the General Partners may be joint and several as far as lenders of the Partnership are concerned, or may be other than in accordance with their respective Percentage Interests, the General Partners hereby agree that each Partner shall be liable only for his share, determined in accordance with their Percentage Interests, of the principal, interest, costs, expenses and other authorized charges arising under Partnership loans. In the event any Partner is required to pay any amounts under any Partnership obligation, the other General Partners shall reimburse such Partner for their respective



shares of the amount so paid (determined by their respective Percentage Interests), together with any legal expenses or other costs reasonably incurred by him in connection therewith, within ten (10) days after written demand. If a General Partner shall fail to make reimbursement within said ten (10) day period, he shall be obligated to the Partner making demand upon him for his share of the amount advanced by such Partner, including reasonable costs and legal expenses, together with interest accrued from the date of demand at a rate of four (4) percentage points in excess of the prime rate announced from time to time by First Alabama Bank, N.A.

17. MISCELLANEOUS PROVISIONS:

(a) Governing Law. This Agreement and the rights of the Partners hereunder shall be interpreted and governed in accordance with the laws of the State of Alabama.

(b) Amendments. This Agreement may be modified or amended only upon the written agreement of all Partners.

(c) Severability. If any provisions of this Agreement, or the application thereof to any party or circumstance, shall be determined by any court of competent jurisdiction to be invalid and unenforceable to any extent, the remainder of this Agreement, or the application of such provisions to any person or circumstance other than that which is determined to be invalid or unenforceable, shall not be affected thereby. Each provision hereof shall be valid and shall be enforced to the fullest extent permitted by law.

(d) Gender and Number. Throughout this Agreement, wherever the context so permits, the masculine gender shall be deemed to include the feminine gender and vice-versa, and the singular shall be deemed to include the plural and vice-versa.

(e) Binding Effect. This Agreement shall be binding upon all the parties hereto, and their respective heirs, executors, administrators, successors and assigns.

(f) Majority. As used herein: a "majority in interest" of the Partners shall mean a group of one or more Partners whose aggregate Percentage Interest exceeds 50%; and a "majority in interest" of the General Partners shall mean a group of one or more General Partners whose aggregate Percentage Interest exceeds 50% of the aggregate Percentage Interest of all General Partners.



IN WITNESS WHEREOF, the Partners have executed this Agreement as of the date first written above.

GENERAL PARTNERS:

Michael E. Osborn  
Michael E. Osborn

Address: 200 Vestavia Place Suite 2300  
B'ham., AL 35216

Michael R. Fogle  
Michael R. Fogle

Address: Rt. 4 Box 643  
Alabama 35007

Edward L. Osborn  
Edward L. Osborn

Address: Rt. 1 Box 363 Helena  
Ala 35080

STATE OF ALABAMA )

JEFFERSON COUNTY )

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that Michael E. Osborn, 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 of said instrument, he executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this the 18 day of September, 1986.

William R. Lybster  
Notary Public

My Commission Expires: 9-26-89

STATE OF ALABAMA )

JEFFERSON COUNTY )

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that Michael R. Fogle, 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 of said instrument, he executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this the 18 day of September, 1986.

William R. Sylvestre  
Notary Public

My Commission Expires: 9-26-89

STATE OF ALABAMA )

JEFFERSON COUNTY )

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that Edward L. Osborn, whose name as Limited 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 of said instrument, he executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this the 18<sup>th</sup> day of September, 1986.

Sandra B. Sikes  
Notary Public

My Commission Expires: \_\_\_\_\_

SANDRA B. SIKES, Notary Public State at Large

My Commission Expires January 14, 1989



STATE OF ALA. SHELBY CO.  
I CERTIFY THIS  
INSTRUMENT WAS FILED

1986 SEP 19 PM 12:55

Thomas A. Hamilton, Jr.  
JUDGE OF PROBATE

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RECORDING FEES

Recording Fee	\$ <u>42.50</u>
Index Fee	<u>1.00</u>
TOTAL	\$ <u>43.50</u>