

STATE OF ALABAMA     ]  
SHELBY COUNTY        ]

CERTIFICATE OF LIMITED PARTNERSHIP

We, the undersigned, desiring to form a Limited Partnership, pursuant to the laws of the State of Alabama, certify as follows:

1. Name. The name of the Partnership is **BATSON FAMILY PARTNERSHIP, LTD.**

2. Character. The character of the business is to acquire, own, manage and dispose of the assets and to buy, own, manage and sell other assets of any nature and kind including, without limitation, real property and personal property.

3. Registered Office, Registered Agent and Principal Place of Business.

The **principal place of business** of the Limited Partnership shall be at 5263 Jameswood Lane, Birmingham, Alabama 35244, and shall also be at such other place or places as the General Partners may hereafter determine. All partnership records and books shall be kept at the registered office. The street address of the **registered office** of the Limited Partnership and the name of the **registered agent** for service of process at such address shall be:

HUBERT D. BATSON  
5263 Jameswood Lane  
Birmingham, Alabama 35244

or such other address and/or agent as the General Partners may from time to time designate by filing a report with the Secretary of the State of Alabama, pursuant to Section 10-9A-103, Code of Alabama, 1975.

4. Name and Mailing Address of Each Partner.

A. General Partners. The names and addresses of the General Partners are as follows:

BATSON FAMILY PARTNERSHIP, LTD.

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HUBERT D. BATSON  
5263 Jameswood Lane  
Birmingham, Alabama 35244

ELIZABETH B. BATSON  
5263 Jameswood Lane  
Birmingham, Alabama 35244

ANN BARRETT BATSON  
406 Lakeshore Drive, N.E.  
Atlanta, Georgia 30307

B. Limited Partners. The names and addresses of the Limited Partners are as follows:

HUBERT D. BATSON  
5263 Jameswood Lane  
Birmingham, Alabama 35244

ELIZABETH B. BATSON  
5263 Jameswood Lane  
Birmingham, Alabama 35244

5. Capital Contribution. Each Partner shall contribute to the Partnership, as such Partner's initial Capital Contribution, cash or other property, the description and Gross Asset Value of which are set forth on **Exhibits "A"** attached as part of this Agreement.

6. Additional Contribution. The Limited Partnership interests owned by the General Partners and Limited Partners shall be fully paid and non-assessable. No partner shall be required to make any additional contributions to the Limited Partnership, unless on the date of liquidation any Partner has a deficit balance in his capital account as provided in Treasury Regulation Section 1.704-1(b)(2), and in that event such Partner shall be unconditionally obligated to pay an amount equal to the deficit balance in such account to the Limited Partnership.

7. Assignment. The Limited Partners may assign all or a portion of their Limited Partnership interests in the Limited Partnership to designated related parties but may transfer such interests to nonrelated parties only with the prior written consent

of all of the Partners. Any attempted transfer of such interests in violation of those restrictions specified in the Limited Partnership Agreement shall be null and void and shall give rise to an option of the Partnership and the remaining Partners to purchase such interests at a reduced price. No assignee of a Limited Partnership interest shall have a right to become a substituted Limited Partner unless the following conditions are met:

(a) The assignor and assignee execute and acknowledge a written instrument of assignment to affect the admission of assignee as the substituted Limited Partner.

(b) Such instrument of assignment provided for herein has been delivered to and received by the General Partners.

(c) The General Partners must consent in writing to such substitution. The granting or denial of such consent shall be totally within the absolute discretion of the General Partners.

8. Termination by Partners. The Limited Partnership may be terminated upon the unanimous consent of all of the Partners.

9. Distributions of Property.

(a) The Limited Partners and General Partners shall have no right to withdraw their capital contributions from the Limited Partnership except as a result of the dissolution of the Limited Partnership or as otherwise provided by law.

(b) Upon dissolution, property of the Partnership will be liquidated or distributed, liabilities will be discharged, the capital accounts of the Partners will be adjusted for income, gain, loss and deduction and the Partners shall be entitled to the balance on their capital accounts.

10. The General Partners, in their sole discretion, shall make distributions to Partners. No Partner shall have the right to demand or receive property other than cash in return for his or her contribution.

11. In the event of the death, bankruptcy, termination or other event causing an inability to serve of a General Partner, the remaining General Partners or General Partner shall continue to manage the Partnership. In the event of the death, bankruptcy,

termination or other event causing an inability to serve of the last remaining General Partner, the Limited Partners shall assume the duties of the General Partner and said successor General Partners shall continue operation of the Limited Partnership.

12. Upon the earlier of December 31, 2047, a written consent of all of the Partners or the death, bankruptcy, disability or other event causing an inability to serve of the last remaining General Partner and the Limited Partners are unwilling to serve as successor General Partner, a dissolution of the Limited Partnership shall occur and the affairs of the Limited Partnership shall be wound up.

13. The term for which the Partnership is to exist is from the date of filing this Certificate with the Office of the Judge of Probate of Shelby County, Alabama, until the close of business on December 31, 2047.

IN WITNESS WHEREOF, the parties hereto affix their hands and seals on the day and year hereinafter written.

10/20/97  
Date

Hubert D. Batson  
HUBERT D. BATSON  
GENERAL PARTNER AND LIMITED PARTNER

10/20/97  
Date

Elizabeth B. Batson  
ELIZABETH B. BATSON  
GENERAL PARTNER AND LIMITED PARTNER

10/24/97  
Date

Ann Barrett Batson  
ANN BARRETT BATSON  
GENERAL PARTNER



STATE OF ALABAMA )  
JEFFERSON COUNTY )

I, the undersigned, a Notary Public in and for said county, in said state, hereby certify that HUBERT D. BATSON, whose name is signed to the foregoing instrument, 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 30 day of October, 1997.

[SEAL]

Pamela B. Amos  
NOTARY PUBLIC  
MY COMMISSION EXPIRES 5/8/99

STATE OF ALABAMA )  
JEFFERSON COUNTY )

I, the undersigned, a Notary Public in and for said county, in said state, hereby certify that ELIZABETH B. BATSON, whose name is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of said instrument, she executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 30 day of October, 1997.

[SEAL]

Pamela B. Amos  
NOTARY PUBLIC  
MY COMMISSION EXPIRES 5/8/99

STATE OF GA )  
Dekalb COUNTY )

I, the undersigned, a Notary Public in and for said county, in said state, hereby certify that ANN BARRETT BATSON, whose name is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of said instrument, she executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 24th day of October, 1997.

[SEAL]

Brenda M. Maceli  
NOTARY PUBLIC  
MY COMMISSION EXPIRES \_\_\_\_\_

Brenda M. Maceli  
Unofficial Witness

Notary Public, Dekalb County, Georgia.  
My Commission Expires April 21, 1998

EXHIBIT "A"  
TO  
LIMITED PARTNERSHIP AGREEMENT

<u>General Partner</u>	<u>Initial Contribution</u>	<u>Gross Asset Value</u>
HUBERT D. BATSON	Cash	\$2
ELIZABETH B. BATSON	Cash	\$2
ANN BARRETT BATSON	Cash	\$1

<u>Limited Partner</u>	<u>Initial Contribution</u>	<u>Gross Asset Value</u>
HUBERT D. BATSON	Cash	\$47.50
ELIZABETH B. BATSON	Cash	\$47.50

PREPARED BY:  
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