

This instrument was prepared by William W. Brooke ✓  
 1600 Bank for Savings Building  
 Birmingham, Alabama 35203-4098

STATE OF ALABAMA     )  
                               )  
 COUNTY OF SHELBY    )

CERTIFICATE OF AMENDMENT OF  
 CERTIFICATE OF LIMITED PARTNERSHIP AND  
 LIMITED PARTNERSHIP AGREEMENT OF  
 280 ASSOCIATES, LTD.  
 AN ALABAMA LIMITED PARTNERSHIP  
FIRST AMENDMENT

KNOW ALL MEN BY THESE PRESENTS:

That we, the undersigned, Frank Kovach, Jr., as the General Partner of 280 Associates, Ltd., an Alabama limited partnership (hereinafter sometimes referred to as the "Limited Partnership"); and Frank Kovach, Jr., Billy D. Eddleman, J. Fred Powell, Donald B. Goldstein and Cahaba Partners, as the Limited Partners of the Limited Partnership; and J. Fred Powell, Donald B. Goldstein, and Cahaba Partners, as Limited Partners in the Limited Partnership desiring to assign all of their respective interests in capital, profits, and losses of the Limited Partnership; and Dwayne Hawkins, desiring to be substituted as a Limited Partner with respect to the aggregate interest in the Limited Partnership so assigned, do hereby state and certify in accordance with Sections 29 and 30 of the Alabama Limited Partnership Act [Code of Alabama, 1975, Section 10-9-1 et seq.] as follows:

I. The Certificate of Limited Partnership and Limited Partnership Agreement of 280 Associates, Ltd. filed in the Probate Office of Shelby County, Alabama on April 30, 1981, and as recorded in Partnership Book 1, Page 792 (the "Certificate") is hereby amended to evidence the assignment by J. Fred Powell, Donald B. Goldstein, and Cahaba Partners of their interests as Limited Partners to Dwayne Hawkins; the substitution of Dwayne Hawkins as Limited Partner for J. Fred Powell, Donald B. Goldstein, and Cahaba Partners; and the cancellation of the promissory notes executed by J. Fred

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Powell, Donald B. Goldstein and Cahaba Partners in favor of the Limited Partnership pursuant to subparagraph 6(b)(ii) of the Certificate and the delivery of a promissory note in  
the form of Exhibit B attached hereto to the Limited Partnership. The form and content of said Amendments to the Certificate are as follows:

1. Paragraph 4 shall be deleted in its entirety from the Certificate of Limited Partnership and Limited Partnership Agreement of 280 Associates, Ltd. and the following shall be substituted in lieu thereof:

"4. Partners: Names, Residence, Addresses and Designations. The names, addresses and designations of the General Partner and the Limited Partners in the Partnership (hereinafter referred to as the "Partners") shall be as follows:

<u>NAME</u>	<u>RESIDENCE OR PRINCIPAL PLACE OF BUSINESS</u>	<u>DESIGNATION</u>
Frank Kovach, Jr.	25 Edgemoor Rd. Birmingham, AL 35209	General Partner & Limited Partner
Billy D. Eddleman	2912 Ryecroft Road Birmingham, AL 35223	Limited Partner
Dwayne Hawkins	5237 34th Street North St. Petersburg, FL 33733	Limited Partner

2. Paragraph 6(b) shall be deleted in its entirety from the Certificate of Limited Partnership and Limited Partnership Agreement of 280 Associates, Ltd. and the following shall be substituted in lieu thereof:

"6.(b)(i) The Limited Partners shall each be required to make initial cash contributions on the date of formation of the Partnership in the sum of \$210,000 as follows:

<u>NAME</u>	<u>AMOUNT</u>
Frank Kovach, Jr.	\$ 52,500
Billy D. Eddleman	52,500
Dwayne Hawkins	105,000

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"6.(b)(ii) The Limited Partners shall be required to deliver promissory notes having an aggregate principal amount of \$16,666 payable to the order of the Partnership, without interest, due and payable in full on November 1, 1982. Each Limited Partner shall deliver his promissory note, in substantially the form attached hereto as Exhibit "B", in the principal amount equal to his proportionate share of the aggregate principal amount of the promissory notes of the Limited Partners payable to the order of the Partnership. The proportionate share of the aggregate principal amount of the promissory notes of each of the Limited Partners shall be determined by using a fraction in which the amount of the initial cash contribution of such Limited Partner under subparagraph (i) above is the numerator and the sum of the initial cash contributions of all the Limited Partners is the denominator.

6.(b)(iii) The promissory notes of each of the below named persons heretofore delivered to the Partnership in each of the below named amounts and executed by them on the 22nd day of April, 1981, are hereby cancelled and declared to be of no further force and effect:

<u>NAME</u>	<u>AMOUNT</u>
Frank Kovach, Jr.	\$35,833.00
Billy D. Eddleman	35,833.00
J. Fred Powell	8,958.25
Donald B. Goldstein	17,916.50
Cahaba Partners	44,791.25

3. Paragraph 7(a) shall be deleted in its entirety from the Certificate of Limited Partnership and Limited Partnership Agreement, dated and captioned as above, and the following shall be substituted in lieu thereof:

"7. Share of Profits and Losses; Distributions.

(a) Profits and losses of the Partnership shall be determined each year in accordance with the accounting methods followed by the Partnership for federal income tax purposes. Profits and losses of the Partnership shall be shared by the Partners as herein specified without regard to the amounts of their respective Capital Accounts. For all purposes, including Section 702 and 704 of the Internal Revenue Code of 1954, as amended, or the corresponding sections of any future Internal Revenue law or any similar tax law of any state or jurisdiction, the determination of each Partnership item of income, gain, loss, deduction, credit or allowance for any Partnership accounting period shall be made in accordance with the following allocations:

(i) Profits shall be allocated in the following proportions:

(A) 20% shall be allocated to the General Partner; and

(B) To the Limited Partners as follows:

20% to Frank Kovach, Jr.  
20% to Billy D. Eddleman  
40% to Dwayne Hawkins

and the amount so allocated to each Partner shall be credited to his individual Capital Account; and

(ii) Losses shall be allocated in the following proportions:

(A) 20% shall be allocated to the General Partner; and

(B) To the Limited Partners as follows:

20% to Frank Kovach, Jr.  
20% to Billy D. Eddleman  
40% to Dwayne Hawkins

and the amount so allocated to each Partner shall be debited to his individual Capital Account.

4. Exhibit "B" shall be deleted in its entirety from the Certificate of Limited Partnership and Limited Partnership Agreement of 280 Associates, Ltd. and Exhibit "B", which is the only exhibit attached hereto, shall be substituted in lieu thereof.

II. The General Partner and Limited Partners, namely Frank Kovach, Jr. and Billy D. Eddleman, and the Substituted Limited Partner, namely Dwayne Hawkins, do hereby agree to indemnify and hold harmless each of the withdrawing Limited Partners, namely Cahaba Partners, Donald B. Goldstein and J. Fred Powell, from and against any and all claims, losses, and liability resulting from any of the withdrawing Limited Partners having been a partner in the Limited Partnership or guarantor of its liabilities including, but not limited to, the following: (i) Promissory Notes in aggregate principal amount of \$71,666, dated the 22nd day of April, 1931 made by the withdrawing Limited Partners in favor of the Limited

Partnership; (ii) that certain Promissory Note in the original principal amount of \$100,000.00, dated April 30, 1981, made by the Limited Partnership in favor of James J. Bethune and Margaret Anne U. Bethune; (iii) that certain Promissory Note in the original principal amount of \$150,000 dated April 30, 1981, made by the Limited Partnership in favor of Clyde Ulmer and Pauline S. Ulmer; (iv) that certain Promissory Note in the original principal amount of \$400,000, dated April 30, 1981, made by the Limited Partnership in favor of Clyde Ulmer and Pauline S. Ulmer; and (v) that certain Promissory Note in the original principal amount of \$175,000 made by the Limited Partnership in favor of Birmingham Trust National Bank and secured by a guaranty of the withdrawing Limited Partners. The General Partner, the Limited Partners and the Substituted Limited Partner shall be liable for such indemnification to the extent they are liable for the liability subject to the claim for indemnification under the terms of this Certificate, as amended, or under the terms of any guaranty of any such liability.

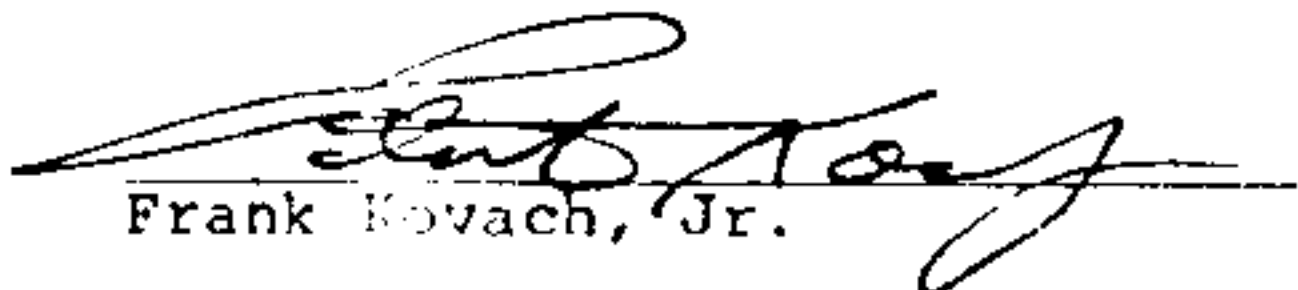
III. Except as specifically set forth in this Certificate of Amendment, which is executed for the purpose specified in Paragraph I above, the undersigned hereby ratify, confirm and adopt all amendments to the Certificate of Limited Partnership and Limited Partnership Agreement of 280 Associates, Ltd., as filed in the Probate Office of Shelby County, Alabama.

The Substituted Limited Partner is entitled to all the rights and privileges given to each of the Limited Partners in the Certificate, as amended, and subject to all conditions and restrictions imposed upon each Limited Partners in the Certificate, as amended.

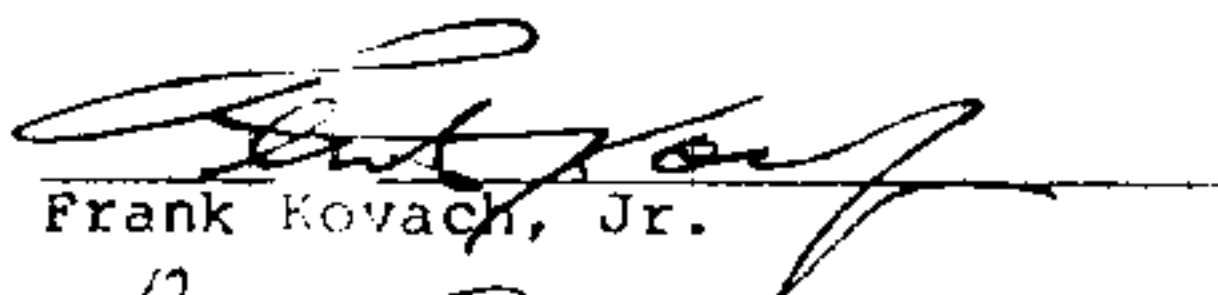
IV. The undersigned, Dwayne Hawkins, hereby specifically accepts and adopts the Certificate of Limited Partnership and Limited Partnership Agreement of 280 Associates, Ltd., as amended hereby.

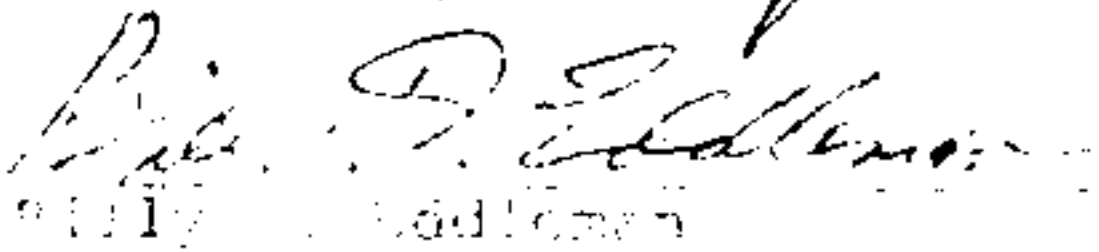
IN WITNESS WHEREOF, the undersigned Partners and Substituted  
Limited Partner of 280 Associates, Ltd. have, in accordance  
with the applicable Alabama law cited above, hereunto set  
their hands and seals, as and to the said company, on  
this 15 day of September, 1982.

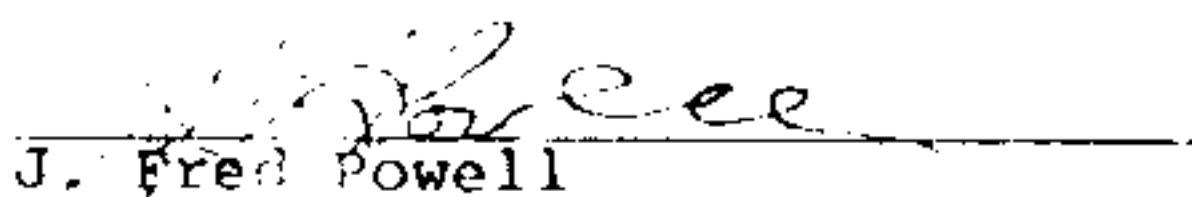
GENERAL PARTNER:

  
Frank Kovach, Jr.

LIMITED PARTNERS:

  
Frank Kovach, Jr.

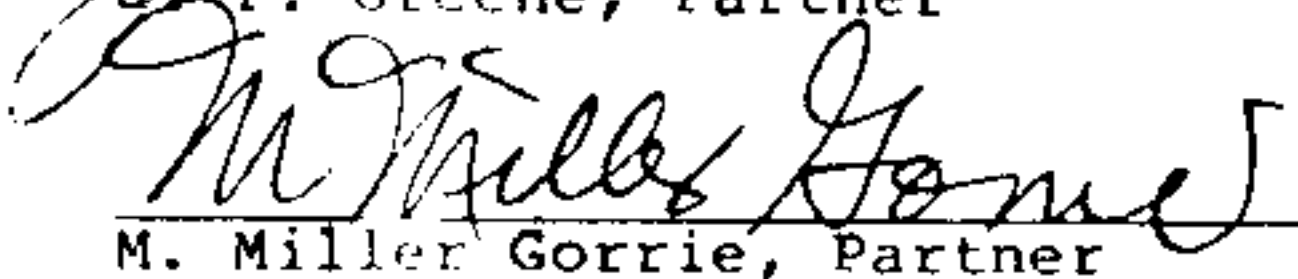
  
J. Fred Powell

  
J. Fred Powell

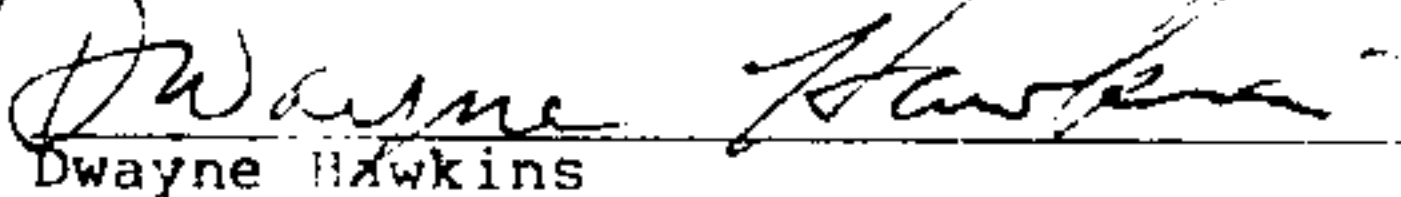
  
Donald B. Goldstein

CAHABA PARTNERS, a General Partnership  
whose partners are:

  
J. F. Greene, Partner

  
M. Miller Gorrie, Partner

SUBSTITUTED LIMITED PARTNER:

  
Dwayne Hawkins

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STATE OF ALABAMA )  
JEFFERSON COUNTY )

I, the undersigned, a Notary Public in and for said county, in said state, hereby certify that Frank Kovach, Jr., 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 such instrument, he executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 15 day of September, 1982.

  
Notary Public

STATE OF ALABAMA )  
JEFFERSON COUNTY )

I, the undersigned, a Notary Public in and for said county, in said state, hereby certify that Billy D. Eddleman, 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 such instrument, he executed the same voluntarily on the day the same bears date.

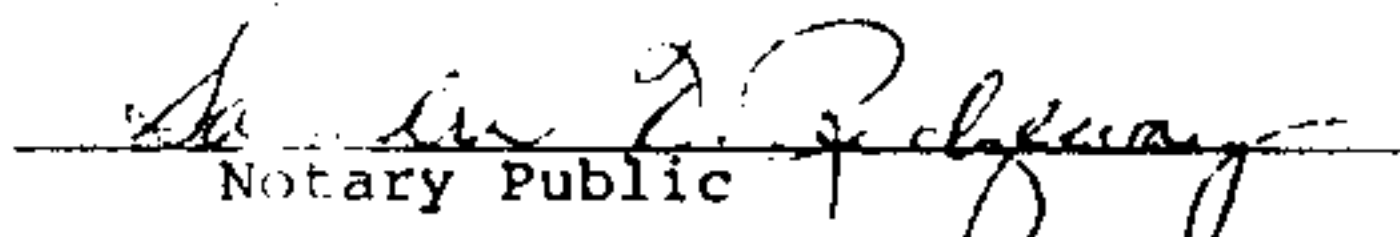
Given under my hand and official seal this 15 day of September, 1982.

  
Notary Public

STATE OF ALABAMA )  
JEFFERSON COUNTY )

I, the undersigned, a Notary Public in and for said county, in said state, hereby certify that J. Fred Powell, 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 such instrument, he executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 24 day of September, 1982.

  
Notary Public

STATE OF ALABAMA )  
JEFFERSON COUNTY )

I, the undersigned, a Notary Public in and for said county, in said state, hereby certify that Donald B. Goldstein, 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 such instrument, he executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 3 day of September, 1982.

  
Notary Public

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STATE OF ALABAMA )  
JEFFERSON COUNTY )

I, the undersigned, a Notary Public in and for said county, in said state, hereby certify that J. F. Greene and M. Miller Gorrie, whose names as partners of Cahaba Partners, a general partnership, are signed to the foregoing instrument, and who are known to me, acknowledged before me on this day, that, being informed of the contents of such instrument, they, as such partners and with full authority, executed the same voluntarily for and as the act of said partnership.

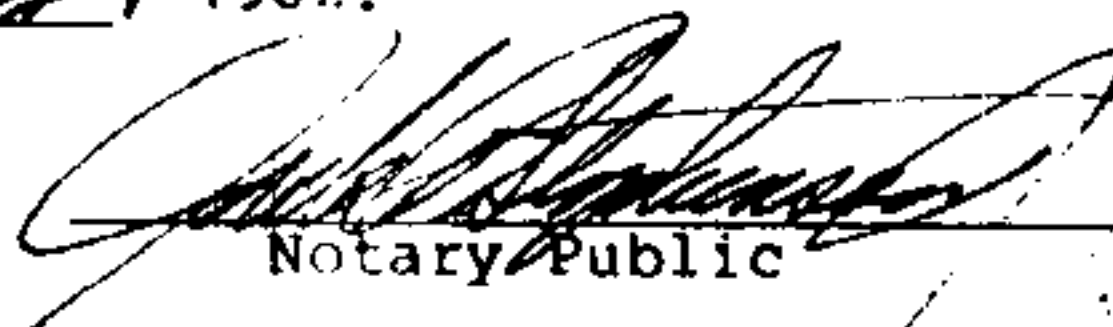
Given under my hand and official seal this 7<sup>th</sup> day of September 1982.

  
Notary Public

STATE OF ~~FLORIDA~~ <sup>Alabama</sup> )  
COUNTY OF ~~Jefferson~~ <sup>Jefferson</sup> )

I, the undersigned, a Notary Public in and for said county in said state, hereby certify that Dwayne Hawkins, 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 the above and foregoing instrument, he executed the same voluntarily on the day the same bears date.

Given under my hand and official seal of office this 15 day of September, 1982.

  
Notary Public

VERIFICATION OF THE  
CERTIFICATE OF AMENDMENT

STATE OF ALABAMA )  
JEFFERSON COUNTY )


Before me, the undersigned Notary Public in and for said County and said State, personally appeared on this day Frank Kovach, Jr. who being by me first duly sworn, did depose and say as follows: (i) That Affiant is General Partner of 280 Associates, Ltd., being the Alabama Limited Partnership named in the above and foregoing Certificate of Amendment of Certificate of Limited Partnership and Limited Partnership Agreement of 280 Associates, Ltd. (which Certificate of Amendment of Certificate of Limited Partnership and Limited Partnership Agreement is hereinafter referred to as



the "Certificate"), (ii) that he, as such General Partner is authorized and empowered to make this sworn affidavit and verification and to cause the same to be executed, acknowledged and filed for record, and (iii) that he, as General Partner of said Limited Partnership, is familiar with the contents of the foregoing Certificate and said Certificate is the act and deed of the signers respectively and of the Limited Partnership and the matters and things set forth in said Certificate are to the best of his knowledge true and correct.

  
Frank Kovach, Jr., Affiant

SWORN to and SUBSCRIBED before me this 15 day of  
September, 1982.

  
Notary Public

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EXHIBIT "B"

PROMISSORY NOTE

\$ \_\_\_\_\_

Birmingham, Alabama  
September 15, 1982

FOR VALUE RECEIVED, \_\_\_\_\_, an individual resident of Alabama, promises to pay to the order of 280 Associates, Ltd., a limited partnership organized under the Alabama Limited Partnership Act, the principal sum of \_\_\_\_\_ Dollars (\$ \_\_\_\_\_) payable in full, without interest, on November 1, 1982. Principal on this note shall be payable at the principal place of business of the partnership at 2700 U.S. Highway 280 South, Birmingham, Alabama 35223.

The undersigned shall have the right to prepay this note at any time prior to maturity.

IN WITNESS WHEREOF, the undersigned has caused this note to be duly executed this \_\_\_\_\_ day of \_\_\_\_\_, 1982.

\_\_\_\_\_  
(Address)

RECEIVED  
I CERTIFY THIS  
DOCUMENT IS A TRUE COPY

1982 SEP 15 PM 3:30

*Thomas A. Lawrence, Jr.*  
JUDGE OF PROBATE  
Rec. 15:00  
Incl. 1.00  
16.00

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