18/11/

REM 2828 HOT 892

RIVER PLACE, LTD.

AGREEMENT

AND CERTIFICATE OF LIMITED PARTNERSHIP

This RIVER PLACE, LTD. AGREEMENT AND CERTIFICATE OF LIMITED PARTNERSHIP is made and entered into as of the 1st day of November, 1985, by and among Altadena, Inc. ("Altadena," the "Local General Partner" or the "Managing General Partner"), an Alabama corporation, and C.R.H.C., Incorporated ("CRHC"), a Delaware corporation, as General Partners, and Capital Realty Investors-85 Limited Partnership ("CRI-85"), a Maryland limited partnership, as Limited Partner.

WHEREAS, Altadena and CRHC, as General partners and CRI-85, as Limited Partner, desire to form a limited partnership pursuant to the Uniform Limited Partnership Act of the State of Alabama (hereinafter referred to as the "Act"), to be known as River Place, Ltd. (the "Partnership") for the purpose of acquiring, owning, operating, and managing a 213-unit apartment complex located in Shelby County, Alabama, currently known as River Place Apartments (the "Development").

NOW, THEREFORE, in consideration of the foregoing, of mutual promises of the parties hereto, and of other good and valuable consideration, the receipt and sufficiency of which are acknowledged hereby, the parties hereto agree to form River Place, Ltd. as follows:

I. NAME. The name of the Partnership is River Place, Ltd.

- II. BUSINESS: The purpose of the Partnership is to acquire, own, manage, maintain and operate the Development. In order to carry out its purpose, the Partnership is empowered and authorized to do any and all acts and things necessary, appropriate, proper, advisable, incidental to or convenient for the furtherance and accomplishment of its purpose, and for the protection and benefit of the Partnership, including but not limited to the following:
 - (a) operate, maintain, improve, buy, own, sell, convey, assign, mortgage, rent or lease any real estate and any personal property necessary to the operation of the Development;
 - (b) provide housing for persons and families with respect to all of the rental units in the Development;

Relunto, WELDEN AND HARBIN P. O. BOX 55465 BIRMINGHAM, AL 35255

29 PAGE 981

BOOK

(c) enter into any kind of activity, and perform and carry out contracts of any kind necessary to, in connection with, or incidental to, the accomplishment of the purposes of the Partnership;

100

| PRE 982

23

- (d) borrow money and issue evidence of indebtedness in furtherance of the Partnership business;
- (e) maintain and operate the Development, including hiring a management agent and entering into any agreement for the management of the Development;
- (f) subject to any required approval of the U.S. Department of Housing and Urban Development ("HUD") and/or any right of prior approval reserved by the Engel Mortgage Company, Inc. (the "Mortgagee"), including but not limited to such rights as are set forth in Mortgage Loan documents assumed by the Partnership and HUD regulations, and to other limitations expressly set forth elsewhere in this Agreement, negotiate for and conclude agreements for the sale, exchange or other disposition of all or substantially all of the property of the Partnership, or for the refinancing of any mortgage loan on the property of the Partnership; and
- (g) invest partnership funds for the benefit of the Partnership, as determined solely by the Managing General Partner, to the extent not prohibited by HUD or other provisions of this Agreement, or for the operating needs of the Partnership.
 - III. OFFICE AND AGENT FOR SERVICE OF PROCESS.
- (a) The Alabama office and principal place of business of the Partnership shall be c/o Altadena, Inc., 2040 Highland Avenue, Birmingham, Alabama 35295 and with a mailing address of P.O. Box 55465, Birmingham, Alabama 35255. The Partnership shall also maintain an office c/o C.R.H.C., Incorporated, One Central Plaza, 11300 Rockville Pike, Rockville, Maryland 20852. The Partnership may change the location of its offices and principal place of business to such other place or places as may hereafter be determined by the Managing General Partner. The Managing General Partner shall promptly notify all other Partners of any change in the offices or principal place of business of the Partnership. The Partnership may maintain such other offices and places of business at such other place or places as the Managing General Partner may from time to time deem advisable.
- (b) The agent for service of process of the Partnership is Robin Harbin, Esquire whose street address is 2040 Highland Avenue, Birmingham, Alabama 35295.

REAL 2828 THE 894

IV. PARTNERS, CAPITAL CONTRIBUTIONS AND PARTNERSHIP INTERESTS.

(a) The General Partners, their principal places of business, their Capital Contributions and their Percentage Interests are as follows:

Altadena, Inc. \$10.00 1.00% 2040 Highland Avenue
Birmingham, Alabama 35205

with a mailing address of:

P.O. Box 55465
Birmingham, Alabama 35255

C.R.H.C., Incorporated \$10.00 0.01% One Central Plaza

11300 Rockville Pike

Rockville, MD 20852

(b) The Limited Partner, its principal place of business, its initial Capital Contribution and its Percentage Interest are as follows:

Capital Realty Investors-85 \$100.00 98.99%
Limited Partnership
One Central Plaza
11300 Rockville Pike
Rockville, MD 20852

(c) Without the Consent of all of the Partners of the Partnership of even date herewith, no additional Persons may be admitted as additional Limited Partners and no additional Capital Contributions may be accepted, except as otherwise provided herein.

V. TRANSFER OF PARTNERSHIP INTERESTS.

- (a) Under no circumstances will any offer, sale, transfer, assignment, hypothecation or pledge of any Limited Partnership Interest be permitted unless the General Partners shall have Consented.
- (b) The Limited Partner whose interest is being transferred shall pay such reasonable expenses as may be incurred by the Partnership in connection with such transfer.
- (c) Consent of the General Partners shall have been given, which consent may be evidenced by the execution by the General Partners of an amended Certificate evidencing the admission of such Person as a Limited Partner;

REAL 2828 FACE 895

(d) The Bankruptcy of a Limited Partner shall not cause the termination or dissolution of the Partnership, and the business of the Partnership shall continue. If a Limited Partner becomes Bankrupt, the trustee or receiver of its estate, if any, or, its administrator or trustee shall have all the rights of such Limited Partner for the purpose of settling or managing its estate or property and such power as the Bankrupt Limited Partner possessed to assign all or any part of its Interest and to join with the assignee in satisfying conditions precedent to the admission of the assignee as a Substitute Limited Partner.

VI. WITHDRAWAL.

- (a) A General Partner, other than CRHC, may withdraw from the Partnership or sell, transfer or assign its Interest as General Partner only with the prior Consent of CRHC, which Consent shall not unreasonably be withheld, and of HUD and the Mortgagee, if either or both are required, and only after being given written approval, and by HUD and the Mortgagee, if either or both are required, of the General Partner(s) to be substituted for it or to receive all or part of its Interest as General Partner; provided, however, that Altadena shall have the right to withdraw from the Partnership in the event that the management agent for the Development, which is then an Affiliate of the Local General Partner, is removed.
 - (b) CRHC may withdraw from the Partnership or sell, transfer or assign its Interest as General Partner and only after the necessary parties have given approvals of the General Partner(s) necessary parties have given approvals of the General Partner(s) to be substituted for it or to receive all or part of its Interest as General Partner.

VII. PROFITS AND LOSSES.

- (a) All profits and losses and all Net Cash Flow available for distribution shall be allocated and distributed to the Partners in accordance with their Percentage Interests as set forth in Article IV above or as otherwise agreed in writing by the parties hereto.
- (b) Profits and losses for all purposes of this Agreement shall be determined in accordance with the accounting method followed by the Partnership for federal income tax purposes. Every item of income, gain, loss, deduction, credit or tax preference entering into the computation of such profit or loss or applicable to the period during which such profit or loss was realized, shall be considered allocated to each Partner in the same proportion as profit and loss are allocated to such Partners.
- (c) "Net Cash Flow" means the taxable income of the Partnership for federal income tax purposes as shown on the books of the Partnership. Net Cash Flow shall be determined separately

 ∞ ြာ 23

for each fiscal year and shall not be cumulative. Wherever there is a reference to the distribution of Net Cash Flow pursuant to the provisions of this Agreement and for as long as the Partnership remains subject to the regulatory control of HUD (on account of the continuation of HUD mortgage insurance), Net Cash Flow shall be deemed to be limited to Surplus Cash available for distribution, as "Surplus Cash" is defined in those certain documents pertaining to the Development and assumed by the Partnership in accordance with the acquisition of the Development by the Partnership.

(d) No Partner has the right to receive any property other than cash in return for its Capital Contribution.

VIII. RETURN OF CAPITAL CONTRIBUTIONS. Except as provided in this Agreement, no Partner shall be entitled to demand or receive the return of his Capital Contribution and except as specifically provided herein, no Partner shall be entitled to any interest on his Capital Contribution.

IX. SALE, DISSOLUTION AND LIQUIDATION.

The Partnership shall be dissolved and liquidated upon the earlier of the expiration date of December 31, 2025, or upon:

- (a) the withdrawal of a General Partner who is at that time the sole General Partner;
- (b) the Bankruptcy, death, dissolution or adjudication of incompetency of a General Partner who is, at that time, the sole General Partner; and
- (c) any other event causing the dissolution of the Partnership under the laws of the State of Alabama.
- (d) Upon the dissolution of the Partnership pursuant to this Article, (i) a Certificate of Cancellation shall be filed in such offices within the State of Alabama as may be required or appropriate, and (ii) the Partnership business shall be wound up and its assets liquidated as provided in Paragraph (d) of this Article IX and the net proceeds of such liquidation shall be distributed in accordance with Article XIII.
- (e) The Liquidator shall file all certificates and notices of the dissolution of the Partnership required by law. Upon the complete liquidation and distribution of the Partnership assets, the Partners shall cease to be Partners of the Partnership, and the Liquidator shall execute, acknowledge and cause to be filed all certificates and notices required by law to terminate the Partnership. The Liquidator shall be the General Partner(s) or such person as it shall designate.

29 PAGE 985

BOOK

REAL 2828 FACE 897

X. CONTINUATION OF THE PARTNERSHIP.

July 1

BOOK

Any remaining General Partner or General Partners shall continue the business of the Partnership upon the bankruptcy, death, dissolution, retirement, incompetence or insanity of a General Partner; provided, however, that if the bankrupt, deceased, dissolved, retired, incompetent or insane General Partner is then the sole General Partner, the Partnership shall be dissolved.

- XI. RIGHTS, OBLIGATIONS AND POWERS OF THE GENERAL PARTNERS.
- (a) Within the authority granted to them under this Agreement, the General Partners shall have full, complete and exclusive discretion to manage and control the business of the Partnership to the best of their ability and to do any and all acts and things necessary, proper, convenient or advisable to carry out the purpose of the Partnership.
- (b) All decisions made for and on behalf of the Partnership by the General Partners shall be binding upon the Partnership.
- (c) The General Partners may delegate all or any of their powers, rights and obligations hereunder, and may appoint, employ, contract or otherwise deal with any person for the transaction of the business of the Partnership, which person may, under supervision of the General Partners, perform any acts or services for the Partnership as the General Partners may approve.
- (d) The General Partners shall have the authority to:
 - (i) dissolve and wind up the Partnership;
 - (ii) sell, exchange, lease, mortgage, pledge, or transfer all or a substantial part of the assets of the Partnership in, and other than in, the ordinary course of its business;
 - (iii) cause the incurrence of indebtedness by the Partnership in, and other than in, the ordinary course of its business;
 - (iv) change the nature of the Partnership's business;
 - (v) engage in transactions in which the General Partners have an actual or potential conflict of interest with the limited partners or the Partnership;

-6-

The Limited Partner hereby consents to any actions the General Partners may take on behalf of the Partnership with regard to (i) - (vi) above.

No General Partner shall be liable, responsible or accountable in damages or otherwise to any of the Partners for any act or omission performed or omitted by him in good faith on behalf of the Partnership and in a manner reasonably believed by it to be within the scope of the authority granted to it by this Agreement and in the best interest of the Partnership except for fraud, willful misconduct, gross negligence or any breach of its fiduciary duty as General Partner with respect to such acts or omissions. Any loss or damage incurred by any General Partner by reason of any act or omission performed or omitted by it in good faith on behalf of the Partnership and in a manner reasonably believed by it to be within the scope of the authority granted to it by this Agreement and in the best interests of the Partnership (but not, in any event, any loss or damage incurred by any General Partner by reason of fraud, willful misconduct, gross negligence or any breach of its fiduciary duty as General Partner with respect to such acts or omissions) shall be paid from Partnership assets to the extent available (but the Limited Partners shall not have any personal liability to the General Partner under any circumstances on account of any such loss or damage incurred by the General Partners or on account of the payment thereof).

XII. RIGHTS AND OBLIGATIONS OF THE LIMITED PARTNER.

- (a) The Limited Partner shall not take part in the management or control of the business of the Partnership or transact any business in the name of the Partnership. The Limited Partner shall not have the power or authority to bind the Partnership or to sign any agreement or document in the name of the Partnership. The Limited Partner shall not have any power or authority with respect to the Partnership except insofar as the consent of the Limited Partner shall be required expressly.
- (b) The liability of each Limited Partner shall be limited to his Capital Contribution as and when it is paid under the provisions of this Agreement. The Limited Partner shall not have any other liability to contribute money to, or in respect of the liabilities or obligations of, the Partnership, nor shall the Limited Partner be personally liable for any obligations of the Partnership. The Limited Partner shall not be obligated to make loans to the Partnership.
- (c) The Limited Partner hereby makes, constitutes and appoints CRHC, its successors or assigns, the true and lawful attorney for it and in its name, place and stead to make, execute, sign, acknowledge, file for recording at the appropriate public offices and publish such documents, including any

9 PAGE 957

803¥

 \sim

amendments hereto, (i) as may be necessary to carry out the provisions of this Agreement, including but not limited to the accomplishment of the transfer of partnership interests set forth in Article V herein, (ii) as may be required by law or (iii) as are necessary to the conduct of the Partnership business. CRI-85 within five (5) days after receipt of the written request therefor, shall execute such other and further powers of attorney and instruments as the General Partner or its successor deems necessary to carry out the business of the Partnership pursuant to this Agreement. The foregoing grant of authority is hereby declared to be irrevocable and a power coupled with an interest and shall survive the death or incompetency of the Limited Partner.

(d) In the event of any conflict or inconsistency between the provisions of this Agreement and any documents executed by the General Partners or filed for recording or published pursuant to the power of attorney granted in this Article, this Agreement shall govern.

XIII. DISTRIBUTIONS OF PROCEEDS.

- (a) The net proceeds resulting from the liquidation of the Partnership pursuant to Article IX hereof and the net proceeds resulting from any sale of all or substantially all of the property of the Partnership, or from any other capital event, shall be distributed and applied in the following order of priority:
 - (i) to the payment of debts and liabilities of the Partnership (including all expenses of the Partnership incident to any such sale or refinancing), excluding debts and liabilities of the Partnership to partners or any affiliates and excluding all unpaid fees owing to the General Partners or their affiliates under this Agreement;
 - (ii) to the setting up of any reserves which the Liquidator (or the Managing General Partner, if the distribution is not pursuant to the liquidation of the Partnership) deems reasonably necessary for contingent unmatured or unforeseen liabilities or obligations of the Partnership;
 - (iii) to the repayment of any unrepaid debts and liabilities (including unpaid fees) owed to the Partners or any affiliates by the Partnership for Partnership obligations, including any outstanding loans owing to the General Partner or its affiliates;
 - (iv) to the Limited Partner(s) in the total amount
 of its/their Capital Contributions;
 - (v) to the General Partners in the total amount of their Capital Contributions; and

29 PME 988

BOOK

2828 EART 900

- (vi) the balance of such sum to the Partners in accord with their Percentage Interests as set forth in Article IV hereof.
- (b) To the extent that the net proceeds available for distribution are insufficient from any event described in Paragraph (a) of this Article XIII to make any of the priority distributions in (i) through (vi) above, the net proceeds available for distribution from any subsequent event described in Paragraph (a) of this Article XIII shall be used to make such priority distributions which have not been fully paid.
- XIV. DESIGNATION OF TAX MATTERS PARTNER. CRHC hereby designates itself as Tax Matters Partner of the Partnership, as provided in regulations pursuant to Section 6231 of the Code. Each Partner, by the execution of this Agreement consents to such designation of the Tax Matters Partner and agrees to execute, certify, acknowledge, deliver, swear to, file and record at the appropriate public offices such documents as may be necessary or appropriate to evidence such consent.

DUTIES OF TAX MATTERS PARTNER. XV.

 $^{\text{PAGE}}989$

- (a) To the extent and in the manner provided by applicable law and regulations, the Tax Matters Partner shall furnish the name, address, profits interest and taxpayer identification number of each Partner, including any Successor or Additional Limited Partner, to the Secretary of the Treasury or his delegate (the "Secretary").
 - (b) To the extent and in the manner provided by applicable law and regulations, the Tax Matters Partner shall keep each Partner informed of the administrative and judicial proceedings for the adjustment at the Partnership level of any item required to be taken into account by a Partner for income tax purposes (such administrative proceeding referred to hereinafter as a "tax audit" and such judicial proceeding referred to hereinafter as "judicial review").
 - (c) If the Tax Matters Partner, on behalf of the Partnership, receives a notice with respect to a tax audit from the Secretary, the Tax Matters Partner shall, within 30 days of receiving such notice forward a copy of such notice to the Partners who hold or held an interest in the profits or losses of the Partnership for the taxable year to which the notice relates.
 - XVI. AUTHORITY OF TAX MATTERS PARTNER. The Tax Matters Partner is hereby authorized, but not required:
 - to enter into any settlement with the Internal Revenue Service or the Secretary with respect to any tax audit or (a) judicial review, in which agreement the Tax Matters Partner may expressly state that such agreement shall bind the other Partners, except that such settlement agreement shall not bind

- (b) in the event that a notice of a final administrative adjustment at the Partnership level of any item required to be taken into account by a Partner for tax purposes (a "final adjustment") is mailed to the Tax Matters Partner, to seek judicial review of such final adjustment, including the filing of a petition for readjustment with the Tax Court, the District Court of the United States for the district in which the Partnership's principal place of business is located, or the United States Court of Claims;
- (c) to intervene in any action brought by any other Partner for judicial review of a final adjustment;
- (d) to file a request for an administrative adjustment with the Secretary at any time and, if any part of such request is not allowed by the Secretary, to file a petition for judicial review with respect to such request;
- (e) to enter into an agreement with the Internal Revenue Service to extend the period for assessing any tax which is attributable to any item required to be taken into account by a Partner for tax purposes, or an item affected by such item; and
- (f) to take any other action on behalf of the Partners or the Partnership in connection with any administrative or judicial tax proceeding to the extent permitted by applicable law or regulations.

XVII. BOOKS AND RECORDS.

- (a) The books and records of the Partnership shall be maintained in accordance with sound federal income tax accounting principles.
- (b) The Partnership shall keep at its Office the following records, which are subject to inspection and copying at the reasonable request, and at the expense, of any Partner during ordinary business hours:
 - (i) current list of the full name and last known home or business address of each Partner, set forth in alphabetical order;

-10-

(ii) copy of this Agreement, together with executed copies of any powers of attorney pursuant to which this Agreement, and any amendments hereto, have been executed;

29 PAGE 990

B00

29 PAGE 991

800K

- (iii) copies of the Partnership's federal, state and local income tax returns and reports, if any, for the three most recent years;
- (iv) copies of (1) any effective written partnership agreements and (2) any financial statements of the Partnership for the three most recent years; and
 - (v) the Partnership books.
- (c) The fiscal year of the Partnership shall be the calendar year.
- XVIII. HUD REQUIREMENTS. For the purposes of the following paragraphs, the Secretary of Housing and Urban Development is also referred to as "Secretary" and "FHA". Notwithstanding any other provisions of this Agreement, the following will take precedence:
 - (a) The Partnership is authorized to execute any documents required by the Secretary in connection with the Mortgage Loan. Any incoming Partner shall, as a condition of receiving an Interest in the Partnership property, agree to be bound by the Mortgage Loan and the Regulatory Agreement and all other documents executed in connection with FHA-insured loans to the same extent and on the same terms as the other Partners. Upon any dissolution, no title or right to possession and control of the Development, and no right to collect the rents therefrom shall pass to any person who is not bound by the Regulatory Agreement in a manner satisfactory to the Secretary.
 - (b) In the event that any provision of this Agreement in any way tends to contradict, modify or in any way change the terms of the Regulatory Agreement entered into with the Secretary, the terms of the Regulatory Agreement shall prevail and govern; or if any provision hereof in any way tends to limit FHA in its administration of the National Housing Act, as amended, or the regulations and instructions thereunder, this Agreement shall be deemed amended only so as to comply with the requirements of FHA.
 - (c) In the event of any conflict between the provisions of this Agreement and any amendments thereof with provisions of the Regulatory Agreement executed by the Partnership and the Secretary of Housing and Urban Development, the provisions of the Regulatory Agreement shall govern and control.
 - (d) Any phrase or statement in this Agreement requiring HUD approval of, or consent to, any action by a Partner or with respect to the Partnership and/or the

Development shall be deemed to refer to requirements pursuant to reservations of prior approval rights by HUD or to the lawful enactment of other subsequent regulations or orders by HUD.

- (e) As long as the Secretary of Housing and Urban Development, or his successors or assigns, is the insurer or holder of the mortgage on River Place Apartments, FHA #062-11001-REF/CON-X, no amendment to this Agreement and Certificate of Limited Partnership which results in any of the following shall be of force or effect without the prior written consent of HUD:

 (1) any amendment which modifies the duration of the partnership agreement; (2) any amendment which results in the requirement that a HUD prior participation certification be obtained for any additional party; and (3) any amendment which in any way impacts or affects the HUD mortgage or Regulatory Agreement.
- (f) The provisions of this Section 3.03 will automatically become void and of no further force and effect at such time as the Mortgage Loan for the Development is no longer insured or held by the Secretary.

XIX. GENERAL PROVISIONS.

- (a) The convenants and agreements contained herein shall be binding upon and inure to the benefit of the heirs, executors, administrators, successors and assigns of the respective parties hereto.
- (b) This Agreement shall be construed and enforced in accordance with the laws of the State of Alabama.
- (c) Each provision of this Agreement shall be considered separable and if for any reason any provision which is not essential to the effectuation of the basic purposes of this Agreement is determined to be invalid and contrary to any existing or future law, such invalidity shall not impair the operation of or affect those provisions of this Agreement which are valid.
- (d) This Agreement sets forth all (and is intended by all parties to be an integration of all) of the promises, agreements and understandings among the parties hereto with respect to the Partnership, and there are no promises, agreements or understandings, oral or written, expressed or implied, among them other than as set forth or incorporated herein.

29 ME 992

REAL 2828 FAIT 904

IN WITNESS WHEREOF, the parties hereto hereunder affixed their signatures and seals to this River Place, Ltd. Agreement and Certificate of Limited Partnership as of the day and year first written above.

	ATTEST:	 .	Pre	
	By:[SEAL]	By: Richa Senio	rd L. Kadish r Vice President
29 me 993	ATTEST:		LIMITED By: C.R.	R: EALTY INVESTORS-85 PARTNERSHIP I., Inc., Its Managing ral Partner
BOOK	[\$	EAL]	By:	Richard L. Kadish Senior Vice President

 $\mathit{REM}~2828~\mathit{cut}~905$

IN WITNESS WHEREOF, the parties hereto hereunder affixed their signatures and seals to this River Place, Ltd. Agreement and Certificate of Limited Partnership as of the day and year first written above.

GENERAL PARTNERS: ATTEST: ALTADENA, INC. By: (SEAL) By: (Name) Its: (Title) C.R.H.C, INCORPORATED Senior Vice President Senior Vice President

ATTEST:

CAPITAL REALTY INVESTORS-85 LIMITED PARTNERSHIP

By: C.R.I., Inc., Its Managing General Partner

By:

LIMITED PARTNER:

Senior Vice President

2g me 994

COUNTY OF __Jefferson

STATE OF ALABAMA

Before me, the undersigned Notary Public in and for the aforesaid jurisdiction, personally appeared Peter W. Field in his capacity as President of Altadena, Inc., an Alabama corporation, as a General Partner of River Place, Ltd. and being duly sworn, swore to and acknowledged the execution of the foregoing Agreement and Certificate of Limited Partnership of River Place, Ltd.

Witness my hand and notarial seal this 27th day of November, 1985.

A STATE OF THE STA

Notary Public

My Commission expires: 9/07/87

36

REAL 2828 EAC 907

COUNTY OF MONTGOMERY)

STATE OF MARYLAND

Before me, the undersigned Notary Public in and for the aforesaid jurisdiction, personally appeared Richard L. Kadish in his capacities as (i) Senior Vice President of C.R.H.C. Incorporated, a Delaware corporation, as a General Partner of River Place, Ltd., an Alabama limited partnership, and (ii) Senior Vice President of C.R.I., Inc., a Delaware corporation, as the Managing General Partner of Capital Realty Investors-85 Limited Partnership, a Maryland limited partnership, a Limited Partner of River Place, Ltd., and being duly sworn, swore to acknowledged the execution of the foregoing Agreement and Certificate of Limited Partnership of River Place, Ltd..

Witness my hand and notarial seal this 21th day of

Hula CSCack Notary Public

[SEAL]

My Commission Expires: July 1, 1986

RECORDING FEES

Recording Fee \$ 400

Index Fee \$ 400

TOTAL

1986 MAR 31 PH 3: 19

رهروه فالمستخطرين (م) رسيس بين المراجع المستخطرين المراجع المستخطرين المراجع المستخطرين المراجع المستخطرين الم المراجع المراجع

STATE OF ALA, JEFFERSON CO. I CERTIFY THIS INSTRUMENT WAS FILED ON

1985 DEC 20 PM 4: 36 2828 1417 892

JUDGE OF PROBATE

BOOK

29 PRE 996

100