

2580

CERTIFICATE OF LIMITED PARTNERSHIP
OF
CARECORPS, LTD.

STATE OF ALABAMA)
)
SHELBY COUNTY)

To the Honorable Thomas A. Snowden, Jr.
Judge of Probate of Shelby County, Alabama:

WHEREAS, the undersigned desire to form a limited partnership pursuant to the Alabama Limited Partnership Act and the other applicable Laws of the State of Alabama; and

WHEREAS, the general partners desire to manage and operate the business; and

WHEREAS, the limited partners desire to invest in the business and to limit their liabilities.

NOW THEREFORE, in consideration of the mutual covenants of this certificate and agreement, be it known that the undersigned agree as follows:

ARTICLE I: NAME

The name of the partnership shall be CARECORPS, LTD., hereinafter referred to as the partnership.

ARTICLE II: BUSINESS AND PURPOSE

The purpose of the partnership includes, but is not limited to the construction, development, purchase, possession, operation, lease or sale of real and personal property of any kind whatsoever, and the purchase, possession, or sale of other securities or investments as the partners shall deem advisable.

Jonathan E. Lively
1736 OXANOR Rd.
B'ham, AL 35209

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ARTICLE III: PRINCIPAL PLACE OF BUSINESS

The principal place of business of the partnership shall be at 1504 Fairway View Drive, in the City of Birmingham, County of Shelby, in the State of Alabama.

ARTICLE IV: AGENT FOR SERVICE OF PROCESS

The agent for service of process on the partnership shall be John W. Jamison, III, whose address is 1504 Fairway View Drive, in the City of Birmingham, County of Shelby, in the State of Alabama.

ARTICLE V: NAMES AND ADDRESSES OF PARTNERS

| <u>GENERAL PARTNER</u> | <u>ADDRESS</u> |
|------------------------|---|
| John W. Jamison, III | 1504 Fairway View Dr. Birmingham, AL 35244 |

| <u>LIMITED PARTNER</u> | <u>ADDRESS</u> |
|------------------------|---|
| Edwina C. Jamison | 1504 Fairway View Dr. Birmingham, AL 35244 |

ARTICLE VI: CAPITAL CONTRIBUTIONS

| <u>GENERAL PARTNER</u> | <u>AMOUNT OF CONTRIBUTION</u> | <u>DESCRIPTION OF CONTRIBUTION</u> |
|------------------------|-------------------------------|------------------------------------|
| John W. Jamison, III | \$99.00 | Cash |

| <u>LIMITED PARTNER</u> | <u>AMOUNT OF CONTRIBUTION</u> | <u>DESCRIPTION OF CONTRIBUTION</u> |
|------------------------|-------------------------------|------------------------------------|
| Edwina C. Jamison | \$ 1.00 | Cash |

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ARTICLE VII: DUTIES AND RIGHTS OF PARTNERS

General partner shall diligently and exclusively apply himself in and about the business of the partnership in the utmost of his skill.

Limited partner shall have no right to be active in the conduct of the partnership's business, to vote in any matter, to sell or assign the limited partnership interest or any part thereof, without the express written permission of the general partner, nor shall the limited partner have the power to bind the partnership in any contract, agreement, promise or undertaking.

ARTICLE VIII: SALARY OF GENERAL PARTNER

General partner shall be entitled to a reasonable monthly salary for the services rendered by him. The salary shall be treated as an expense of the operation of the partnership business and shall be payable irrespective of whether or not the partnership shall operate at a profit.

ARTICLE IX: DISTRIBUTION OF PROFITS

General partners shall have the right, except as hereinafter provided, to determine whether from time to time partnership profits shall be distributed in cash or shall be left in the business, in which event the capital account of all partners shall be increased.

ARTICLE X: PROFITS AND LOSSES AS TO LIMITED PARTNERS

Limited partners shall be entitled to receive a share of the annual net profits equivalent to their share in the capitalization of the partnership.

Limited partners shall each bear a share of the losses of the partnership equal to the share of profits to which each limited partner is entitled. The share of losses of each limited partner shall be charged against the limited partner's capital contribution.

Limited partners shall at no time become liable for any obligations or losses of the partnership beyond the amounts of their respective capital contributions.

ARTICLE XI: PROFITS AND LOSSES AS TO GENERAL PARTNER

After provisions have been made for the shares of profits of limited partners, all remaining profits of the partnership shall be paid to general partner. After giving effect to the share of the losses chargeable against the capital contributions of the limited partners, the remaining partnership losses shall be borne by general partner.

ARTICLE XII: BOOKS AND RECORDS

There shall be maintained during the continuance of this partnership an accurate set of books of accounts of all transactions, assets, and liabilities of the partnership. The books are to be kept at the principal place of business of the partnership and are to be open for inspection by any partner at all reasonable times.

ARTICLE XIII: ADDITIONAL PARTNERS

General partner may substitute a partner in his place, or sell or assign all or any part of his interest in the partnership business without the consent of the limited partner.

Additional limited partners may be admitted to this partnership on terms that may be agreed to in writing between the general partner and the new limited partners. The terms so stipulated shall constitute an amendment to this partnership agreement.

No limited partner may substitute an assignee as a limited partner in his place; but the person or persons entitled by rule or by intestate laws, as the case may be, shall succeed to all rights of a limited partner as a substituted limited partner.

ARTICLE XIV: TERMINATION OF LIMITED PARTNER'S INTEREST

The interest of any limited partner may be terminated by (1) dissolution of the partnership for any reason as provided herein, (2) the agreement of all partners, or (3) the consent of the personal representative of a deceased limited partner and the partnership.

On the termination of the interest of a limited partner there shall be payable to that limited partner, or his estate, a sum equal to the annual net profit, if any, distributed to the limited partner in the year prior to the year of termination.

ARTICLE XV: AUTHORITY OF PARTNER TO BORROW FROM PARTNERSHIP

In case of necessity as determined by a majority vote of all general partners, a general partner may borrow from the partnership. Any such loan shall be repayable with interest thereon at the rate of one percent (1%) over prime interest rate as determined by any bank whose prime interest rate is published in the Wall Street Journal on the date of such loan.

ARTICLE XVI: TERM OF PARTNERSHIP

The partnership term commences December 31, 1986, and shall end on (1) the dissolution of the partnership by operation of law, (2) dissolution at any time designated by general partner, or (3) dissolution at the close of the month following the qualification and appointment of the personal representative of deceased general partner.

ARTICLE XVII: DEMISE OF GENERAL PARTNER

In the event of the death of a general partner there shall be paid out of the partnership's assets to decedent's personal representative for decedent's interest in the partnership, a sum equal to the capital account of decedent as shown on the books at the time of his death, adjusted to reflect profits or losses from the last closing of the books of the partnership to the day of his death.

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IN WITNESS WHEREOF, the parties have subscribed their signatures and affixed their seals to this agreement and certificate on this the 22nd day of April, 1987, at Birmingham, Alabama.

John W. Jamison, III (L.S.)
General Partner

Edwina C. Jamison (L.S.)
Edwina C. Jamison
Limited Partner

STATE OF ALABAMA)
SHELBY COUNTY)

BEFORE ME, Peggy H. Davenport a Notary Public for the State at Large, appeared John W. Jamison, III and Edwina C. Jamison, who each executed the foregoing certificate and agreement in my presence and who each acknowledged that they did so freely and without reservation on this 22nd day of April, 1987.

Peggy H. Davenport
Notary Public, State at Large

My Commission Expires:

April 11, 1988

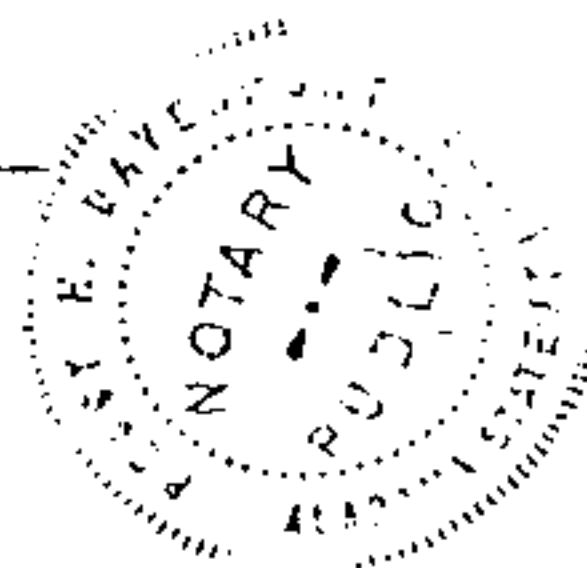
PREPARED BY:

Jonathan E. Iyerly
Attorney at Law
1736 Oxmoor Road, Suite 102
Birmingham, Alabama 35209

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

1987 APR 23 PM 3:30

William C. Jamison, III
JUDGE OF PROBATE



1. Recording Fee 15.00
2. Indexing Fee 1.00
TOTAL 16.00