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STATE OF ALABAMA)

SHELBY COUNTY)

AGREEMENT DISSOLVING LIMITED PARTNERSHIP

THIS AGREEMENT made this 16th day of February, 1988, between BEN CASEY FREDERICK, JR. as general partner (hereinafter referred to as the "General Partner") of B.C.F. FARMS, LIMITED, an Alabama limited partnership, and BEN CASEY FREDERICK, JR., as limited partner (hereinafter referred to at the "Limited Partner"), of B.C.F. FARMS, LIMITED, an Alabama limited partnership.

W I T N E S S E T H:

WHEREAS, B.C.F. Farms, Limited, an Alabama limited partnership (hereinafter referred to as the "Partnership") was formed on December 30, 1982, with Ben Casey Frederick, Jr. as the general partner and Ben Casey Frederick, Sr. as the limited partner; and

WHEREAS, on July 12, 1985, Ben Casey Frederick, Sr. assigned his limited partnership interest in the Partnership to Sharon Ensor Frederick; and

WHEREAS, On January 19, 1988, Sharon Ensor Frederick assigned her limited partnership interest in the Partnership to Ben Casey Frederick, Jr.; and

WHEREAS, the General Partner and the Limited Partner feel it is in the best interest of the Partnership to dissolve the Partnership by mutual consent.

Wallace, Brooke

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NOW, THEREFORE, in consideration of the premises and the mutual covenants hereinafter stated, the parties hereto agree as follows:

1. DESIRE TO DISSOLVE. The General Partner and the Limited Partner now desire to dissolve the Partnership and to pay its liabilities to creditors in the order of priority provided by law, with all remaining assets or proceeds of their sale to be distributed in the following order:

(a) To the Limited Partner in proportion to his share of the profits, if any;

(b) To the Limited Partner in proportion to his capital contribution;

(c) To the General Partner for his capital contribution and profits, in proportion to the then existing balance in each such account.

2. EFFECTIVE DATE OF DISSOLUTION. The effective date of the dissolution of the Partnership shall be on the date the Certificate of Dissolution of Limited Partnership is recorded in the Office of the Judge of Probate of Shelby County, Alabama.

3. CESSATION OF BUSINESS. Except for the purpose of winding up and liquidating the business of the Partnership, neither the General Partner nor the Limited Partner shall transact any further business nor incur any further obligations on behalf of the Partnership after the effective date referred to in paragraph 2 above.

4. ADDITIONAL ACTION. The parties hereby agree that the General Partner shall take such additional action as might be necessary to liquidate the assets of the Partnership.

5. GOVERNING LAW. This Agreement shall be interpreted, construed and enforced according to the laws of the State of Alabama.

6. BINDING EFFECT. This Agreement shall be binding upon the parties hereto, their heirs, legal representatives, successors, assigns and legatees of their respective parties hereto.

7. ENTIRE AGREEMENT. This instrument contains the entire understanding of the parties and may not be modified unless such modification is in writing and executed by the parties hereto.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year first set forth above.

GENERAL PARTNER:

Ben Casey Frederick Jr.
BEN CASEY FREDERICK, JR.

LIMITED PARTNER:

Ben Casey Frederick Jr.
BEN CASEY FREDERICK, JR.

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

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Thomas A. Snowden, Jr.
JUDGE OF PROBATE

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