

1255

AMENDMENT AND  
CERTIFICATE OF AMENDMENT  
TO  
LIMITED PARTNERSHIP AGREEMENT

THIS AMENDMENT AND CERTIFICATE OF AMENDMENT TO LIMITED PARTNERSHIP AGREEMENT ("Amendment") is being entered into as of April 30, 1988 by and among HARBERT LAND CORPORATION, an Alabama corporation, as the general partner, and the individuals executing this document as limited partners (collectively, the "Partners"). The Partners are parties to an Agreement and Certificate of Limited Partnership of TC, Limited Partnership (the "Agreement") dated April 30, 1988 and recorded in Book 035, page 851 in the Office of the Judge of Probate for Shelby County, Alabama. The Partners have agreed that certain provisions of the Agreement be amended as set forth below. It is expressly recognized and agreed that all provisions of the Agreement not amended by this Amendment shall remain in full force and effect.

AGREEMENT

NOW, THEREFORE, in consideration of the premises, the mutual agreements of the parties as set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Partners, intending to be legally bound, hereby agree as follows:

1. The name of the limited partnership created by the Agreement of April 30, 1988 is hereby amended by deleting the comma so that the name will read "TC Limited Partnership."
2. That part of Article I which defines the term "Partnership" is hereby amended to read as follows:

"Partnership" means the limited partnership formed pursuant to this Agreement and Section 11.03 of the

Balch, Bingham  
P. O. Box 308  
Birmingham, AL 35201

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Joint Venture Agreement, as said limited partnership may  
from time to time be constituted."

3. Section 11.1(a) is hereby amended to read as follows:

"No Limited Partner shall assign, pledge, transfer,  
give, convey or otherwise dispose of any Interest now or  
hereafter owned by him, except as hereinafter provided  
in this Article XI."

4. The fourth sentence of Section 11.3(b), which provides

"The Valuation Date shall be date the Limited Partner  
gives irrevocable notice of his intention to sell his  
Interest in the Partnership."

is hereby amended to read as follows:

"The Valuation Date shall be the date the Limited  
Partner gives irrevocable notice of his intention to sell  
his Interest in the Partnership."

5. Section 11.4(a) is hereby amended by substituting "11.3" for "11.03" in the first line.
6. Section 11.4(b) is hereby amended by substituting "11.2" for "11.02" in the first line and "11.3" for "11.03" in the sixth line, respectively.
7. Section 12.2(c) is hereby amended by deleting the word "and" and adding a comma before (ii), and deleting the period and adding the following to the end of the subsection:
- " , and (iii) the exercise of such right does not violate  
the Joint Venture Agreement."
8. The third sentence of Section 12.3 is hereby amended by adding the words

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"and subject to the Joint Venture Agreement" after the phrase "Except as expressly provided in this Article XII".

9. The first sentence of Section 12.4 is hereby amended by adding the following words at the end thereof:

" , provided it does not violate the Joint Venture Agreement."

10. The third sentence of Section 13.2(a) is hereby amended by deleting the period and adding the following words at the end thereof:

and does not violate the Joint Venture Agreement.

11. Certain of the Partners hold their respective interests in TC Limited Partnership as reflected by this Amendment.

12. All provisions of the Agreement except those expressly amended herein are to remain intact and binding on the Partners, their successors and assigns.

IN WITNESS WHEREOF, the undersigned have caused this instrument to be duly executed on the date first set forth above.

ATTEST:

By Angeline J. Hoow  
Its

GENERAL PARTNER:

HARBERT LAND CORPORATION

By Steve Harbert  
Its Vice President

LIMITED PARTNER:

Donald L. Cook  
Donald L. Cook

LIMITED PARTNER:

Wayne B. Nelson, III

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LIMITED PARTNER:

James O. Rein  
James O. Rein

LIMITED PARTNER:

Howard E. Dyer-Smith  
Howard E. Dyer-Smith

Victoria Dyer-Smith  
Victoria ~~Smith~~ Dyer-Smith

LIMITED PARTNER:

Joseph E. McKay  
Joseph E. McKay

Kathy C. McKay  
Kathy C. McKay

STATE OF ALABAMA )

COUNTY OF SHELBY )

SS

I, Evangelina H. Hoon, a Notary Public in and for said County in said State, hereby certify that Burton H. Hoon, whose name as President of Harbert Land Corporation, an Alabama corporation, is signed to the foregoing Partnership Agreement and who is known to me, acknowledged before me on this day that, being informed of the contents of the Partnership Agreement, he, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation.

Given under my hand this the 14th day of July, 1988.

Evangelina H. Hoon  
Notary Public

NOTARIAL SEAL

My commission expires: 4-29-90

STATE OF ALABAMA     )  
                                  ) SS  
COUNTY OF SHELBY    )

I, Louis J. Bryan, a Notary Public in and for said County in said State, hereby certify that Donald L. Cook, whose name is signed to the foregoing Partnership Agreement, and who is known to me, acknowledged before me on this day that, being informed of the contents of the Partnership Agreement, he executed the same voluntarily on the day the same bears date.

Given under my hand this the 14 day of July, 1988.

Louis J. Bryan  
Notary Public

NOTARIAL SEAL

My commission expires: 11/14/89

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STATE OF ALABAMA     )  
                                  ) SS  
COUNTY OF SHELBY    )

I, Barbara A. Wenning, a Notary Public in and for said County in said State, hereby certify that Wayne B. Nelson, III, whose name is signed to the foregoing Partnership Agreement, and who is known to me, acknowledged before me on this day that, being informed of the contents of the Partnership Agreement, he executed the same voluntarily on the day the same bears date.

Given under my hand this the 15 day of July, 1988.

Barbara A. Wenning  
Notary Public

NOTARIAL SEAL

My commission expires: 2-27-91

STATE OF ALABAMA )

) SS

COUNTY OF SHELBY )

I, Evangelina H. Hoover, a Notary Public in and for said County in said State, hereby certify that James O. Rein, whose name is signed to the foregoing Partnership Agreement, and who is known to me, acknowledged before me on this day that, being informed of the contents of the Partnership Agreement, he executed the same voluntarily on the day the same bears date.

Given under my hand this the 14<sup>th</sup> day of July, 1988.

Evangelina H. Hoover  
Notary Public

NOTARIAL SEAL

My commission expires: 4-29-90

STATE OF ALABAMA )

) SS

COUNTY OF SHELBY )

I, Barbara Q. Wenning, a Notary Public in and for said County in said State, hereby certify that Howard E. Dyer-Smith, whose name is signed to the foregoing Partnership Agreement, and who is known to me, acknowledged before me on this day that, being informed of the contents of the Partnership Agreement, he executed the same voluntarily on the day the same bears date.

Given under my hand this the 15 day of July, 1988.

Barbara Q. Wenning  
Notary Public

NOTARIAL SEAL

My commission expires: 2-27-91

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STATE OF ALABAMA )  
 ) SS  
COUNTY OF SHELBY )

I, Barbara Q. Clevning, a Notary Public in and for said County in said State, hereby certify that Victoria Smith, whose name is signed to the foregoing Partnership Agreement, and who is known to me, acknowledged before me on this day that, being informed of the contents of the Partnership Agreement, she executed the same voluntarily on the day the same bears date.

Given under my hand this the 15 day of July, 1988.

Barbara Q. Clevning  
Notary Public

NOTARIAL SEAL

My commission expires: 2-27-91

STATE OF ALABAMA )  
 ) SS  
COUNTY OF SHELBY )

I, Jade R. Hilper, a Notary Public in and for said County in said State, hereby certify that Joseph E. McKay, whose name is signed to the foregoing Partnership Agreement, and who is known to me, acknowledged before me on this day that, being informed of the contents of the Partnership Agreement, he executed the same voluntarily on the day the same bears date.

Given under my hand this the 14<sup>th</sup> day of July, 1988.

Jade R. Hilper  
Notary Public

NOTARIAL SEAL

My commission expires: Oct. 5, 1989

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STATE OF ALABAMA )

COUNTY OF SHELBY )

SS

I, Jada R. Hilgen, a Notary Public in and for said County in said State, hereby certify that Kathy C. McKay, whose name is signed to the foregoing Partnership Agreement, and who is known to me, acknowledged before me on this day that, being informed of the contents of the Partnership Agreement, she executed the same voluntarily on the day the same bears date.

Given under my hand this the 14<sup>th</sup> day of July, 1988.

Jada R. Hilgen  
Notary Public

NOTARIAL SEAL

My commission expires: Oct. 5, 1989

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STATE OF ALA. SHELBY  
I CERTIFY THIS  
INSTRUMENT WAS FILED

88 AUG 16 AM 10:48

Thomas A. Snowden, Jr.  
JUDGE OF PROBATE