

THESE SECURITIES HAVE BEEN ISSUED OR SOLD IN RELIANCE UPON EXEMPTIONS FROM THE REGISTRATION REQUIREMENTS UNDER FEDERAL AND STATE SECURITIES LAWS. THESE SECURITIES MAY NOT BE SOLD OR TRANSFERRED EXCEPT IN A TRANSACTION THAT IS (1) EXEMPT UNDER FEDERAL AND STATE SECURITIES LAWS, OR PURSUANT TO AN EFFECTIVE REGISTRATION UNDER FEDERAL AND STATE SECURITIES LAWS, OR OTHERWISE IN COMPLIANCE WITH FEDERAL AND STATE SECURITIES LAWS, AND (2) IN COMPLIANCE WITH THIS AGREEMENT AND CERTIFICATE OF LIMITED PARTNERSHIP.

**SECOND RESTATED AND AMENDED AGREEMENT
AND CERTIFICATE OF LIMITED PARTNERSHIP FOR
TURTLE LAKE, LTD., AN ALABAMA LIMITED PARTNERSHIP**

This Second Restated and Amended Agreement and Certificate of Limited Partnership is entered into as of the 1st day of January, 1992, by and among the following: Das A. Borden & Company, an Alabama corporation whose principal place of business is Suite 200, 404 Avalon Avenue, Muscle Shoals, Alabama 35660 ("DAB & Co."); Das A. Borden, whose principal place of residence is Route 1
Sheffield, Alabama 35661 ("Borden"); and such other investors as have heretofore been admitted, or as hereafter may be admitted, to the Partnership as Class A limited partners (the "Class A Limited Partners"), together with Existing Limited Partners entitled to remain as Class B limited partners to the extent one Class A Unit for each existing unit of beneficial interest prior to the "Restructuring Date" as herein defined (the "Class B Limited Partners").

Witnesseth:

Whereas, Turtle Lake, Ltd., an Alabama Limited Partnership (the "Partnership"), DAB & Co., and Borden are all debtors in possession in Chapter 11 bankruptcy cases pending in the United States Bankruptcy Court for the Northern District of Alabama, Northern Division (the "Bankruptcy Court");

Whereas, the parties hereto desire to restate and amend the previous formation of the Partnership under the laws of the State of Alabama for the purposes set forth herein; and

Whereas, the parties hereto contemplate the restructuring of the Partnership by the replacement of the Existing General Partners and of the Existing Limited Partners, (except to the extent Existing Limited Partners remain as Class B Limited Partners);

Now, therefore, in consideration of the mutual covenants herein contained and intending to be legally bound hereby, the parties hereto, after being duly sworn, do covenant, agree, and certify as follows.

Article I: Definitions

101. Affiliate. "Affiliate" shall mean (a) any person directly or indirectly controlling, controlled by, or under common control with another person, (b) any person owning or controlling 10% or more of the outstanding voting securities of such other person, (c) any officer, director, or partner of such person, and (d) if such other person is an officer, director, or partner, any business or entity for which such person acts in any such capacity.

102. Cash Flow. "Cash Flow" shall mean (a) the net profits (or losses) as shown on the books of the Partnership (1) increased by (A) the amount of depreciation and amortization deductions taken in computing such net profits (or losses), and (B) any non-taxable income or receipts of the Partnership (excluding capital contributions, and the proceeds of any mortgages or of any other Partnership obligations or loans to the extent used to finance capital improvements or replacements), and (2) reduced by (A) payments upon the principal of any mortgages upon the Property or of any other Partnership obligations or loans, (B) expenditures for the acquisition of the Property financed through capital contributions or loans, or reserves previously set aside by the Partnership for such purposes, and (C) such reserves for new construction, capital improvements, replacements, or repairs, or to meet anticipated expenses as the Managing General Partner shall deem to be reasonably necessary in the efficient conduct of the Partnership business, plus (b) any other funds (including funds obtained from financing and amounts previously set aside as reserves by the Managing General Partner, where and to the extent it no longer regards such reserves as reasonably necessary in the efficient conduct of the Partnership business) deemed available for distribution and designated as cash flow by the Managing General Partner.

103. Certified Public Accountant. "Certified Public Accountants" shall mean an independent firm of certified public accountants selected by General Partners; provided, however, the General Partners shall obtain the advice and consent of the Class A Limited Partners to the certified public accounting firm selected.

104. Code. "Code" shall mean the Internal Revenue Code of 1954, as amended, and shall include Treasury Regulations promulgated thereunder and administrative guidelines and interpretations issued with respect thereto.

105. Effective Date. "Effective Date" shall mean January 1, 1992, or the next business day thereafter.

106. General Partner. "General Partner" shall mean any entity as has heretofore been admitted, or as hereafter may be admitted, to the Partnership as a general partner, including an Existing General Partner, an Additional General Partner, and a Successor General Partner.

(a) "Additional General Partner" shall mean DAB & Co. or Borden following its or his admission to the Partnership as a new General Partner as prescribed by Section 302(a) of this agreement but before becoming a Successor General Partner.

(b) "Existing General Partner" shall mean DAB & Co. or Borden in its or his present capacity as a General Partner.

(c) "Successor General Partner" shall mean an Additional General Partner following the conversion of the interest of the Existing General Partners to an Existing Limited Partner interest as prescribed by Section 302(b) of this agreement.

107. Limited Partner. "Limited Partner" shall mean any of the Limited Partners, including an Existing Limited Partner and a Class A or Class B Limited Partner. Following the Restructuring Date, "Limited Partner" shall include only Class A Limited Partners or Existing Limited Partners who become Class B Limited Partners to the extent of one (1) existing unit of beneficial interest for each Class A Unit purchased and limited partners subsequently admitted to the Partnership in accordance with this agreement and the laws of the State of Alabama as Class A Limited Partners.

(a) "Existing Limited Partner" shall mean a holder of one or more Existing Units until the Restructuring Date and, as of that date, the Existing General Partners. All right, title, and interest in the Partnership of each Existing Limited Partner shall be terminated as of the

Restructuring Date in accordance with Section 302(c) of this agreement, except that each Existing Limited Partner may become a Class B Limited Partner for an existing unit held prior to the Restructuring Date if a Class A Unit has been acquired therefor.

(b) "Class A Limited Partner" shall mean a holder of one or more Class A Units acquired pursuant to Sections 301(a) and 302(c) of this agreement.

(c) "Class B Limited Partner" shall mean an Existing Limited Partner to the extent of each Class A Unit purchased for each existing unit of beneficial interest held.

108. Managing General Partner. "Managing General Partner" shall mean DAB & Co. or any other General Partner as may be designated the managing general partner of the Partnership.

109. Partners. "Partners" shall mean the General Partners and the Class A and (to a limited extent) Class B Limited Partners.

110. Profits and Losses. "Profits" and "Losses" shall mean the net profits or net losses of the Partnership, respectively, as shown on its books of account after deduction of expenses, depreciation, and such other charges or additions as are appropriate under generally accepted accounting principles consistently applied.

111. Property. "Property" shall mean that certain 184-unit apartment project developed on that certain parcel of land in Shelby County, Alabama, as more particularly described on Exhibit A attached hereto and incorporated herein by reference, together with all real and personal property used in connection therewith or in the operation thereof.

112. Restructuring Date. "Restructuring Date" shall mean January 1, 1992, or the next business day thereafter.

113. Unit. "Unit" shall mean a unit of interest in the Partnership's capital, Profits, Losses, and Cash Flow, namely an Existing Unit prior to the Restructuring Date, or a Class A or Class B Unit as of that date.

(a) "Existing Unit" shall mean one of the existing units of beneficial interest in the Partnership, which shall (1) be cancelled as of the Restructuring Date or (2) become Class B Units as provided herein.

(b) "Class A Unit" shall mean one of the 99 units of beneficial interest in the Partnership created as prescribed by Section 302(c) of this agreement and held by Class A Limited Partners.

Article II: Formation of the Partnership

201. Ratification of Formation. The Partners do hereby ratify the formation of the Partnership as a limited partnership pursuant to the laws of the State of Alabama in order to carry on the business purposes for which provision is made herein. It is the intent of the Partners that this agreement shall constitute a certificate of limited partnership within the meaning of applicable laws.

202. Name. The name and style under which the Partnership shall be conducted is "Turtle Lake, Ltd."

203. Purpose. The general character of the business of the Partnership shall be to own, operate, and hold for investment income-producing residential real property. In connection therewith, the Partnership shall have the authority to carry out any and all activities not prohibited to limited partnerships under applicable laws.

204. Term. The term of the Partnership shall continue until December 31, 2016, on which date it shall be dissolved, provided, however, that the Partnership shall be terminated and dissolved prior to such date as a result of the occurrence of any of the events set forth in Section 701 of this agreement.

205. Principal Place of Business. The Partnership shall maintain its principal place of business at Suite 200, 404 Avalon Avenue, Muscle Shoals, Alabama 35660, and at the Property. The Partnership may relocate its office from time to time or have such additional offices as the Managing General Partner may determine.

Article III: Capital Contributions and Partnership Interests

301. Additional Capital Contributions

(a) Whether made prior to, on or after the Restructuring Date, as of the Restructuring Date, the Additional General Partners (to the extent of one-half (1/2) Unit each) and the Class A Limited Partners (to the extent of 99 Units) shall contribute additional capital to the Partnership in the aggregate amount of \$450,000, in cash or enforceable subscriptions.

(1) No entity shall be permitted to contribute such additional capital in an amount less than \$4,500 except with the consent of the Additional General Partners.

(2) The Existing Limited Partners shall have the first opportunity to contribute such additional capital and thereafter the Existing General Partners may procure such contributions of additional capital from any other entities qualified to become Class A Limited Partner.

(3) The Existing Limited Partners shall have an opportunity to contribute such additional capital, but the Existing General Partners may also, in their sole and absolute discretion, procure such contributions from any other entities qualified to become Class A Limited Partners.

(b) Except as otherwise may be required by law, neither the General Partners nor the Limited Partners shall be required to make any further capital contributions to the Partnership.

302. Restructuring Date Transactions

(a) As of the Restructuring Date, DAB & Co. and Borden shall be admitted to the Partnership as Additional General Partners.

(b) Immediately thereafter, the Existing General Partners shall become Existing Limited Partners, and the Additional General Partners shall become designated the Successor General Partners. Successor General Partners shall receive one-half (1/2) Unit of beneficial interest each as described above.

(c) Immediately thereafter, each of the Existing General Partners and each other entity making additional capital contributions pursuant to Section 301 of this agreement shall be deemed to hold one Class A Unit for each \$4,500 in additional capital that such entity has theretofore contributed pursuant

to Section 301(a) of this agreement, and all Existing Units [including those held by DAB & Co. and Borden after the conversion of their interests as Existing General Partners to Limited Partner interests as prescribed by Subsection (b) of this section, as well as any Units held by DAB & Co. or Borden as Limited Partners prior to such conversion of their interests as Existing General Partners] shall be extinguished or become Class B Units to the extent of the Class A Units purchased.

(d) It is the intention of the Partners that the Partnership have general partners continuously throughout the process required by this section to take place on the Restructuring Date.

303. Status of Partnership Interests. Except as maybe otherwise provided in this agreement, the Partnership interests shall be fully paid and non-assessable. No Partner shall have the right to withdraw or reduce its capital contribution to the Partnership except as a result of (a) the dissolution and termination of the Partnership, (b) in the case of the General Partners, their removal from the Partnership as General Partners as provided in Section 504 of this agreement, or (c) as otherwise provided in this agreement and in accordance with applicable law.

304. Capital Accounts

(a) A separate capital account shall be maintained and adjusted for each Partner.

(b) Each Partner's capital account shall include (1) the amount of money contributed by the Partner to the Partnership, (2) the fair market value of property contributed by the Partner to the Partnership (net of liabilities securing such property that the Partnership is considered to assume or take subject to), and (3) allocations to the Partner of Profits.

(c) Each Partner's capital account shall be reduced by (1) the amount of money distributed to the Partner by the Partnership, (2) the fair market value of property distributed to the Partner by the Partnership (net of liabilities securing such property that such Partner is considered to assume or take subject to), (3) allocations to the Partner of expenditures of the Partnership described in Section 705(a)(2)(B) of the Code, and (4) allocations of Losses.

(d) The capital account of each Partner shall be maintained and adjusted in accordance with the Code.

305. Certificates of Beneficial Interests

Each Class A and Class B Limited Partner's interest in the Partnership shall be evidenced by a certificate of Class A or Class B beneficial interest issued by the Partnership which certificate shall be restricted in the transfer, conveyance, assignment or hypothecation as hereinafter set forth.

306. Assignability of Limited Partner Partnership Interests

Subject to Section 603, rights under a Limited Partner partnership interest, whether Class A or Class B, are assignable in whole or in part but only to the extent that, after the assignment is exercised, the Assignee shall be entitled to share in the profits, to receive distributions and to receive such allocations of income, gain, loss, deduction, or credit or similar item to which the Assignor was entitled to the extent assigned but assignment thereof shall not relieve the Assignor of any liability to the Limited Partnership as set forth herein (which liability shall not extend to the Assignee). The Assignor shall remain at all times, even after exercise of an assignment given for collateral purposes, as Limited Partner of record. Assignment by certificate of beneficial interest shall entitle Assignee, upon notice of such assignment to the Limited Partnership, or notice of exercise of a prior assignment for collateral purposes to receive profits, allocations of income, etc. to which the Assignor was entitled and the Limited Partnership shall be

relieved from any and all liability to Assignor or the legal representatives, heirs, successors or assigns of Assignor when making payments to the holder of the certificate instead of to the Assignor.

Article IV: Allocations and Distributions

401. Profits and Losses

(a) Profits shall be distributed to the General Partners and Class A Limited Partners from Cash Flow on an annual basis by Unit; provided that the Managing General Partner may set aside such reserves as are required by law or as it deems appropriate or necessary for working capital or to meet liabilities and obligations of the Partnership, whether contingent or otherwise.

(b) Subject to Section 402 of this agreement, Profits shall be allocated among and distributed to the General and Class A Limited Partners on a *pro rata* basis according to the relative number of total Units held by them.

402. Profits from Sale or Other Disposition of Partnership Assets

(a) In the event of the sale of all or substantially all of the assets of the Partnership, refinancing of the Property, condemnation by governmental authority or pursuant to a private right of condemnation, or receipt of insurance funds from casualty in excess of the expense of repair or replacement to the extent permitted by the holder of any mortgage on the Property, the net proceeds realized shall first be distributed to the payment of any debts and liabilities of the Partnership and to the establishment of any reserve that the Managing General Partner deems reasonably necessary to provide for any contingent or unforeseen liabilities or obligations of the Partnership.

(b) To the extent that such net proceeds exceed such debts and liabilities and reserves therefor, such proceeds to the extent of \$1,000,000 (without accounting or deduction for profits from cash flow) shall be allocated among and distributed to the General and Class A Limited Partners in the manner set forth in Section 401(b) of this agreement with respect to annual allocations and distributions of Profits from Cash Flow;

(c) After the distribution of \$1,000,000 to General and Class A Limited Partners, any distributions in excess thereof shall be allocated among General, Class A and Class B Limited Partners as if Class B Limited Partners were then Class A Limited Partners.

(d) The distributions prescribed by Subsections (b) and (c) of this section shall be made promptly upon the receipt of such net proceeds, provided that any remaining balances of any reserves for debts and liabilities shall be distributed promptly upon the determination by the Managing General Partner that it is no longer necessary or appropriate to maintain such reserves.

(e) The Managing General Partner or an affiliate thereof is presently entitled to a commission not to exceed 3% of the gross sale price in the event that it renders brokerage services in connection with the sale of all or substantially all of the assets of the Partnership. As of the Effective Date, the Managing General Partner assigns such right as follows: 50% to the Successor General Partners; and 50% to the Class A Limited Partners.

403. Tax Treatment of Allocations. The Partners understand and agree that the allocations of Profits and Losses prescribed by this agreement apply for federal income tax purposes, as well as for Partnership accounting purposes. The allocations set forth in tax information returns to be filed by the Partnership shall be determined in accordance with this agreement, and each of the Partners agrees to

report on its federal income tax return its share of Profits or Losses in accordance with such Partnership information returns.

404. Return of Capital Contributions

(a) The General Partners shall not be personally liable for the return of the capital contributions of the Partners, if and to the extent that any return is required, and any such return shall be made solely from the assets of the Partnership.

(b) If any Partner shall receive the return of all or a part of its capital contributions, it shall nevertheless be liable to the Partnership for the sum returned, together with interest thereon, to the extent necessary to discharge the Partnership's liabilities to creditors that extend credit or whose claims arose prior to such return of capital contributions or as otherwise provided under applicable law.

(c) The Partnership shall not pay interest on capital contributions of any Partner.

Article V: Rights and Responsibilities of the General Partners

501. Rights and Responsibilities of General Partners. The General Partners and each of them shall have the following rights and responsibilities:

- (a) To supervise and operate the Partnership business;
- (b) To represent the Partnership in all transactions and dealings with other parties consistent with their obligations to the Partnership;
- (c) To establish and maintain checking, savings, and other banking accounts on behalf of the Partnership, as they may deem appropriate;
- (d) To cause to be prepared and filed all federal and state tax information returns;
- (e) To furnish the Partners with all information and accounting of the business of the Partnership on a timely basis and when and if requested by any Partner;
- (f) To devote such time to the Partnership business as may be necessary to carry on and conduct such business consistent with their obligations to the Partnership;
- (g) To maintain and review all books of account for all costs and expenses incurred in connection with the business of the Partnership;
- (h) To maintain their net worth at levels in conformity with the published audit guidelines or other rulings of the Internal Revenue Service in order for the Partnership to be classified and treated for federal income tax purposes as a partnership; and
- (i) To take no actions to cause any non-recourse mortgage indebtedness of the Partnership on the Property to become recourse indebtedness of the Partnership.

502. Additional Rights and Responsibilities of Managing General Partner

(a) The Managing General Partner shall be solely responsible for the management of the Partnership business.

(b) In addition to any other rights and powers that it may possess under applicable law or pursuant to this agreement, the Managing General Partner (either directly or through a designee) shall have all specific rights and powers required or appropriate to its management of the Partnership business, which shall include, without limitation, the following rights and powers on behalf of the Partnership:

- (1) To acquire, hold, lease, encumber, pledge, option, exchange, or otherwise dispose of real property (or rights or interests therein) of any nature whatsoever, as may be necessary or advisable for the operation of the Partnership business;
- (2) To borrow money for Partnership purposes and, if security is required therefor, to execute and deliver all instruments, deeds of trust, mortgages, security agreements, assignments, or other security documents relating to all or a portion of the assets of the Partnership, as may be necessary or advisable for the operation of the Partnership business;
- (3) To enter into contracts, agreements, or arrangements concerning the assets of the Partnership, as may be necessary or advisable for the operation of the Partnership business;
- (4) To employ such persons, agents, or independent contractors as may be necessary or advisable for the operation of the Partnership business;
- (5) To pay all expenses reasonably incurred in the operation or administration of the Partnership business and to establish reserves for liabilities and obligations of the Partnership, whether contingent or otherwise;
- (6) To place record title to, or the right to use, any assets of the Partnership in the name(s) of such nominee(s) as may be necessary or advisable for the operation of the Partnership business; and
- (7) To execute and deliver any and all instruments to effectuate the foregoing and to take all such actions as may be necessary or advisable for the operation of the Partnership business.

(c) The partnership shall enter into a management agreement with the Managing General Partner, as Property manager.

- (1) Such agreement shall provide for a management fee in a monthly amount equal to 4½% of monthly gross income collected from the Property, provided that the management fee is subject to future increases after three (3) years from the Effective Date.
- (2) The Property manager shall provide, at its own expense, management personnel who will be responsible for supervision of on-site personnel and other administrative duties, and will bear in-house accounting, bookkeeping, and clerical expenses. The Partnership will bear the expense of the salaries for on-site personnel, such as resident managers and maintenance personnel, and all operating expenses including, without limitation, advertising, office supplies, repair, and maintenance expenses.
- (3) Nothing contained herein shall be deemed to preclude the payment to the General Partners or their affiliates of charges and fees not designated herein, provided that such charges or fees are for goods or services required by the Partnership and are

not in excess of the customary market price for similar goods or services as the Partnership may procure from unaffiliated parties.

- (4) The Partnership hereby acknowledges that affiliates of the General Partners may perform services on behalf of the Partnership.

503. Limitations on Rights of General Partners. Notwithstanding anything in this agreement to the contrary, the General Partners shall not have the right or authority to --

- (a) do any act in contravention of this agreement;
- (b) do any act that would make it impossible to carry on the ordinary business of the Partnership; subject to Subsection (g) of this section, the sale of all or any portion(s) of the Partnership's property shall not be deemed to be an act making it impossible for the Partnership to carry on its ordinary business;
- (c) confess a judgment against the Partnership;
- (d) possess Partnership property or assign the rights of the Partnership in specific Partnership property for other than Partnership purposes;
- (e) admit a person as a General Partner or Limited Partner except as otherwise provided in this agreement;
- (f) receive any fees or other sums from the Partnership, except as expressly authorized hereby [see § 502(c)];
- (g) sell all or any portion(s) of the Property other than upon a vote of the Class A Limited Partners (see § 607) and the approval of the Managing General Partner.

504. Removal of General Partners

(a) Upon a vote of the Limited Partners (see § 607), a General Partner may be removed from the Partnership for cause. For purposes of this agreement, "cause" for removal of a General Partner shall be defined as follows:

- (1) Prior to the first annual anniversary of the Effective Date, willful neglect of its duties or fraud; and
- (2) Thereafter, willful misconduct, gross negligence, or fraud.

(b) Written notice of the removal of a General Partner shall be served upon it either by certified or registered mail return receipt requested, or by personal delivery. Such notice shall set forth (1) a detailed statement of the facts upon which the assertion of "cause" is based, (2) a statement of the percentage of Units voting for removal, and (3) the date upon which the removal is to become effective, which date shall not be less than 45 days after the General Partner's receipt of such notice.

(c) Upon receipt by the to-be-removed General Partner of such a notice, the remaining General Partner(s) (or if there be none, then the to-be-removed General Partner) shall cause an accounting to be prepared by a Certified Public Accountant covering the transactions of the Partnership since the end of the previous fiscal year.

(d) Each General Partner expressly reserves the right to contest the existence of "cause" for removal. In the event that the to-be-removed General Partner does so, such dispute shall be resolved by any court of competent jurisdiction other than the United States Bankruptcy Court for the Northern District of Alabama.

505. Liability and Indemnification of General Partners

(a) No General Partner (including any directors, officers, and employees of a General Partner) shall be liable, responsible, or accountable in damages or otherwise to the Partnership or to any Limited Partner for any liability or loss relating to the performance or non-performance of any act concerning the business of the Partnership, provided that the General Partner was acting in good faith and within the scope of its authority, except for acts taken or not taken that would constitute "cause" for the General Partner's removal under Section 504(a) of this agreement.

(b) The Partnership (but not the Limited Partners) shall indemnify and hold harmless each General Partner (including any directors, officers, and employees of a General Partner) against any liability, loss, or threat of liability or loss, including legal fees, as a result of any claim or legal proceeding relating to the performance or non-performance of any act concerning the business of the Partnership, provided that the General Partner was acting in good faith and within the scope of its authority, except for acts taken or not taken that would constitute "cause" for the General Partner's removal under Section 504(a) of this agreement.

(c) The Partnership and the Class A and Class B Limited Partners, jointly and severally, hereby release each General Partner (including any directors, officers, and employees of a General Partner) from any liability or loss to the Partnership or the Class A or Class B Limited Partners under the circumstances set forth in this section.

(d) Any liability of the Partnership shall first be satisfied out of the income or assets of the Partnership (including the proceeds of any insurance that the Partnership may recover) and, if such assets shall not be sufficient to satisfy such liability, the liability shall be borne by the General Partners.

506. Voluntary Retirement or Withdrawal of Individual General Partner

(a) Borden and any additional or successor General Partner other than the Managing General Partner shall have the right voluntarily to retire or withdraw as a General Partner from the Partnership with the prior consent of the Managing General Partner, provided that the Partnership has received an opinion of counsel selected by the Managing General Partner to the effect that such retirement or withdrawal will not affect the classification of the Partnership as a partnership under the Code. Such General Partner shall not retire or withdraw from the Partnership without 30 days' prior written notice to the other Partners, and the effective date of such retirement or withdrawal shall be no sooner than the expiration of the foregoing 30-day notice period. The Managing General Partner, at such time, shall amend this agreement to reflect the foregoing and so notify all of the Partners and creditors of the Partnership.

(b) Upon such retirement or withdrawal, such retiring or withdrawing General Partner shall not be deemed to be liable with respect to any debts or liabilities that the Partnership incurred in connection with activities occurring subsequent to the date of retirement or withdrawal.

(c) Upon such retirement or withdrawal and the continuance of the Partnership as provided herein, such retiring or withdrawing General Partner's interest in the Partnership shall be transferred to, and paid for by, any remaining or successor General Partner(s) as shall be agreed to by such retiring or withdrawing General Partner and the remaining or successor General Partner(s). In no event, however,

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shall the remaining General Partner(s) have less than a 1% interest in Profits and Losses for federal income tax purposes.

Article VI: Rights and Responsibilities of the Limited Partners

601. Liability. A Class A or Class B Limited Partner shall not be bound by, or be personally liable for, the expenses, liabilities, or obligations of the Partnership except as otherwise provided in this agreement.

602. Management of the Partnership. A Class A or Class B Limited Partner shall take no part in the conduct or control of the business of the Partnership, and shall have no right or authority to act for or to bind the Partnership in any manner whatsoever.

603. Sale of Units

(a) Subsection to Section 306, a Class A or Class B Limited Partner shall have the right to sell all or any portion of its Units by a written instrument, provided that (1) the terms of such sales are not in contravention of any of the provisions of this agreement, and (2) such sales, together with prior sales, would not result in the sale or exchange of 50% or more of the total interest in the Partnership capital and profits within a 12-month period.

(b) Such sale shall become effective on the later of the effective date set forth in the written instrument of sale, and the satisfaction of all of the following conditions:

- (1) The seller and buyer execute and acknowledge a written instrument, together with such other instruments as the Managing General Partner may deem necessary or desirable to effect the admission of the buyer as a substitute Limited Partner;
- (2) Such instrument of sale has been delivered to and received by the Managing General Partner;
- (3) The written consent of the Managing General Partner to such substitution has been obtained, the granting of which shall not be unreasonably withheld;
- (4) A transfer fee has been paid to the Partnership in an amount sufficient to cover all reasonable expenses connected with such sale and substitution including, without limitation, attorney's fees and recording costs; and
- (5) The Partnership has received, if required by any Partner, an opinion of counsel selected by the Managing General Partner to the effect that such sale (A) will not result in termination of the Partnership under applicable law, (B) will not result in termination of the Partnership for federal income tax purposes, (C) will not change the status of the Partnership as a partnership for federal income tax purposes, and (D) will not give rise to liability of the Partnership, any Partner, or any agent or advisor of any Partner for violation of applicable securities laws.

(c) (1) A buyer of a Partner's interest in the Partnership shall be entitled to receive distributions of cash or other property from the Partnership attributable to the interest acquired by reason of such sale from and after the effective date of the sale of such interest to it except as provided in Paragraph (2) of this subsection.

(2) The Profits and Losses attributable to the Partnership interest acquired by reason of such sale and distributions thereof during any fiscal year of the Partnership shall be divided among and allocated between the buyer and seller of such interest based upon the length of time during such fiscal year, as measured by the effective date of the sale, that the interest was owned by each of them, and not upon the date(s) during such fiscal year on which income was earned or losses were incurred by the Partnership.

(d) No Limited Partner shall have the right to bring an action for partition against the Partnership.

604. Appointment of Attorney-in-Fact

(a) Each Class A and Class B Limited Partner hereby irrevocably constitutes and appoints the corporate officers of the Managing General Partner and any successor Managing General Partner, its true and lawful attorneys, in its name, place, and stead, to (1) execute, acknowledge, swear to, and file (A) this agreement and all amendments hereto required by provisions hereof or by applicable law, (B) all certificates, documents, or instruments that may be required to qualify or continue the Partnership as a limited partnership, (C) all instruments that effect an amendment or modification of the Partnership pursuant to the terms of this agreement, (D) all instruments necessary to effect the dissolution and termination of the Partnership pursuant to the terms of this agreement, and (E) all such other instruments as may be deemed necessary or appropriate by the Managing General Partner to effectuate the terms of this agreement, and (2) take any and all such other action as the Managing General Partner may deem necessary or desirable fully to carry out this agreement in accordance with its terms.

(b) It is expressly understood and intended by each Class A and Class B Limited Partner that the foregoing power of attorney (1) is coupled with an interest and irrevocable, (2) shall survive the death of any Limited Partner who shall die during the term of the Partnership, (3) may be exercised for each Limited Partner individually or as attorney-in-fact acting for all Limited Partners together, (4) shall survive the delivery of an assignment by a Limited Partner of all or any portion of its Class A or Class B Units except that, where the Limited Partner has assigned all of its Class A and Class B Units and the assignee thereof has been approved by the Managing General Partner for admission to the Partnership as a substituted Limited Partner, the power of attorney shall survive the delivery of such assignment for the sole purpose of enabling a corporate officer of the Managing General Partner to execute, acknowledge, swear to, and file any document necessary to effect such substitution, (5) shall in no way cause a Limited Partner to be liable in any manner for the acts or omissions of a General Partner, and (6) shall be deemed to be ratified and reaffirmed by each substitute Limited Partner upon its admission to the Partnership.

605. Death, Incapacity, or Dissolution of Limited Partner

(a) Neither the death nor the adjudication of bankruptcy, insanity, or incompetency of a Limited Partner who is a natural person nor the liquidation nor dissolution of a Limited Partner that is not a natural person shall constitute an "event of dissolution" as that term is defined in Section 701 of this agreement nor otherwise affect the continuing existence of the Partnership.

(b) Upon the death or the adjudication of bankruptcy, insanity or incompetency of a Limited Partner who is a natural person, his/her legally-authorized personal representatives shall have all the rights of a Limited Partner for the purpose of settling or managing his/her estate, and shall have such power as such party possessed to make an assignment of his/her interest in the Partnership in accordance with the terms hereof and to join with such assignee in making application to substitute such assignee as a Limited Partner.

(c) Upon the adjudication of bankruptcy, dissolution, or other cessation to exist as a legal entity of any Limited Partner that is not a natural person, the authorized representative of such entity that is authorized to wind up and dispose of the business of such entity shall have such power as such Limited Partner possessed to make an assignment of its interest in the Partnership in accordance with the terms hereof and to join with such assignee in making application to substitute such assignee as a Limited Partner.

606. Representations of Limited Partners. Each Limited Partner represents and warrants to the Partnership and the General Partners that --

- (a) its net worth and income are adequate to support the obligations incurred by its admission to the Partnership;
- (b) it has read and is familiar with this agreement;
- (c) its address, as stated on its Limited Partner signature page or admission amendment, is its principal place of residence or business, and that it has no intention of moving its principal residence or business from the state noted thereon; and
- (d) it will not sell, transfer, assign, or convey a Class A or Class B Unit except (1) pursuant to an effective registration or exemption under applicable federal and state securities laws, and (2) in accordance with the conditions set forth in Section 603 of this agreement.

607. Voting Rights. Whenever a provision of this agreement requires or permits certain action to be taken by or on behalf of the Partnership upon a vote of the Limited Partners [see §§ 503(g), 504(a), 701(c) & (d) & 901(a)(1)], such provision shall be construed as requiring the vote of 51% of the Class A Units. Class B Units shall have no voting rights.

Article VII: Dissolution and Termination of the Partnership

701. Events of Dissolution. The Partnership shall be dissolved and terminated upon the occurrence of any of the following events:

- (a) The expiration of the term of this agreement;
- (b) The removal, retirement, death, adjudication of insanity or incompetency of a General Partner (or other incapacity that prevents a General Partner from effectively discharging the duties set forth in this agreement) unless, within 90 days from such event, the remaining General Partner(s) elect(s) to continue the business of the Partnership;
- (c) The removal, retirement, death, adjudication of insanity or incompetency of the last remaining General Partner (or other incapacity that prevents the last remaining General Partner from effectively discharging the duties set forth in this agreement) unless the Partnership by a vote of the Class A Limited Partners (see § 607), elects to continue the business of the Partnership and designates one or more successor General Partners at least one of which consents to and accepts such designation subject to the terms of this agreement as of the date of such event necessitating the election to continue the business of the Partnership; or

- (d) The decision by the Managing General Partner that it would be in the best interest of the Partnership for it to dissolve and the approval of the Class A Limited Partners upon a vote thereof (see § 607).

702. Distributions upon Dissolution

(a) Upon the dissolution and termination of the Partnership, the Managing General Partner shall take full account of the Partnership assets and liabilities, the assets shall be liquidated as promptly as is consistent with obtaining fair value therefor, and the net proceeds therefrom, to the extent sufficient therefor, shall be applied and distributed in the following order:

- (1) To the payment of all creditors, other than Partners, in the order of priority as provided by law except any claims of secured creditors whose obligations will be assumed or otherwise transferred upon the liquidation of the Partnership assets;
- (2) To the payment of any obligations of the Partnership to any Partner;
- (3) To the establishment of any reserves that the Managing General Partner deems reasonably necessary for any contingencies or unforeseen liabilities or obligations of the Partnership, such reserves to be paid over by the Managing General Partner to an escrow agent or held for the purpose of disbursing such reserves in payment of any of such contingencies and, at the expiration of such period as the Managing General Partner shall deem advisable, the balance thereof to be distributed in accordance with Paragraph (4) of this subsection; and
- (4) To the Partners in accordance with the provisions of Section 402 of this agreement.

(b) In the event that it becomes necessary to make a distribution of the Partnership property in kind, then such property shall be transferred and conveyed to the Partners or their assigns, so as to vest in each of them, as a tenant-in-common, a percentage interest in the whole of such property equal to the percentage interest such Partner would have received had such property not been distributed in kind.

(c) A reasonable time, as determined by the Managing General Partner not to exceed one year from the date of an event of dissolution, shall be allowed for the orderly liquidation of the assets of the Partnership and the discharge of Partnership liabilities.

703. Deficiencies upon Dissolution. Upon liquidation of the Partnership and the winding up of Partnership affairs (or the liquidation of a Partner's interest in the Partnership), in the event that a Partner has a negative capital account after the allocation of profits (gains) as prescribed by Sections 304 and 702(a) of this agreement and the distribution of proceeds pursuant to the latter section, such Partner shall contribute to the Partnership an amount of cash equal to the amount of his negative capital account by the end of the taxable year of the Partnership in which such liquidation occurs (or, if later, within 90 days after the date of such liquidation), which amount shall be distributed to the Partners having positive capital accounts after first applying such amount to pay any outstanding obligations to creditors of the Partnership.

704. Statement of Intention. Each of the Partners shall be furnished by the Managing General Partner with a statement prepared, at Partnership expense, by a Certified Public Accountant, which shall set forth the assets and liabilities of the Partnership as of the date of complete liquidation and distribution as herein provided. Such statement shall also include a schedule of the receipts and disbursements made with respect to the termination hereunder.

705. Certificate of Cancellation. Upon the completion of termination in accordance with the terms hereof, the Partnership shall terminate and the Managing General Partner shall execute, acknowledge, and cause to be filed a certificate of cancellation of the Partnership whereupon the Partnership will cease to exist in all respects.

706. Liquidating Trustee. In the event of a dissolution of the Partnership, liquidation of the assets of the Partnership and discharge of its liabilities may be carried out by a liquidating trustee or receiver, which shall be a bank or trust company or other person or firm having experience in managing, liquidating, or otherwise handling property of the type then owned by the Partnership. Such liquidating trustee or receiver may be designated by the Managing General Partner. A liquidating trustee shall not be personally liable for the debts of the Partnership, but shall have such other obligations and authorities as are given the Managing General Partner pursuant to this agreement or as may be agreed upon between the Partners and the liquidating trustee.

Article VIII: Accounting and Reports

801. Books and Records

(a) The Managing General Partner shall maintain full and accurate books of the Partnership, showing all receipts and expenditures, assets and liabilities, profits and losses, and all other records necessary for recording the Partnership's business and affairs, including those sufficient to record the allocations and distributions as set forth in Article IV of this agreement. Such books and records shall be open for the inspection and examination by any Partner, in person or by its duly-authorized representative, upon reasonable notice and at reasonable times at the offices of the Partnership.

(b) The Partnership books and records shall be kept on the accrual method of accounting for federal income tax reporting purposes, but such method may be changed by the Managing General Partner.

802. Fiscal Year. The annual accounting period of the Partnership shall be the calendar year.

803. Annual Financial Statements and Reports

(a) An annual audited report within ninety (90) days of end of the fiscal year showing the revenue and expenses of the Partnership and the balance sheet thereof shall be prepared for the Partnership by a Certified Public Accountant. Such accountant shall prepare and furnish to each Partner a copy of such balance sheet, a statement of revenue and expenses, a statement of such Partner's share of the Partnership's Profits and Losses and distributions from Cash Flow, if any, a letter of said accountant covering such balance sheet and statements, completed copies of the Partnership's federal information return, and any similar state income tax return required by applicable law.

(b) Each Partner's K-1 will be mailed to it within 75 days of the end of each fiscal year of the Partnership. The annual report shall be sent to the Limited Partners within 120 days of the end of each fiscal year of the Partnership. The Partnership shall also furnish to any Limited Partner such other reports on the operation of the Partnership as may be reasonably requested.

804. Bank Accounts. All funds of the Partnership shall be deposited in its name in such checking and savings accounts or time certificates as shall be designated by the Managing General Partner. Withdrawals therefrom shall be made upon such signature(s) as the Managing General Partner may designate.

805. Tax Returns and Elections

(a) In addition to the annual report, the Managing General Partner shall, at Partnership expense, cause income tax information returns for the Partnership to be prepared and filed with the appropriate authorities.

(b) All elections required or permitted to be made by the Partnership under the Code shall be made by the Managing General Partner in its sole discretion. The Managing General Partner shall be the "tax matters person" as defined under Section 6231(a)(7) of the Code.

Article IX: Miscellaneous

901. Amendments

(a) This agreement may be amended at any time under the following circumstances:

- (1) Upon a vote of the Class A Limited Partners (see § 607) and the concurrent approval of the Managing General Partner; or
- (2) By the Managing Partner without the approval of the Class A Limited Partners whenever --
 - (A) there is a need to include any provision as may be required by applicable law to be included in this agreement;
 - (B) there is a need to correct a false or erroneous statement in this agreement or to clarify a provision of this agreement without changing the substance thereof;
 - (C) it is necessary or appropriate, in the opinion of counsel selected by the Managing General Partner, to satisfy the requirements of the Code, to maintain the status of a partnership or to satisfy the requirements of applicable securities laws; or
 - (D) any other terms of this agreement provide for amendments without the approval of the Class A Limited Partners including, without limitation, the substitution of Limited Partners.

(b) the procedure regarding amendments to this agreement pursuant to Subsection (a)(1) of this section shall be as follows:

- (1) Such amendments may be proposed by the Managing General Partner or by a proposal in writing, signed by Class A Limited Partners holding at least 20% of the Class A Units and delivered to the Managing General Partner and the Partnership at the addresses herein set forth;
- (2) Within 15 days of its proper proposal, notice of such proposed amendment, the text thereof, and a ballot shall be sent to each Class A Limited Partner by certified mail return receipt requested, at the last known address of such Class A Limited Partner;

- (A) Such notice shall set forth the recommendation of the Managing General Partner with respect to the passage or rejection of such proposed amendment and a brief explanation of the reasons therefor;
 - (B) The Managing General Partner shall sign the notice to acknowledge its recommendation; and
 - (C) The ballot supplied with the notice of such proposed amendment shall state that the vote of each Class A Limited Partner is due, at the offices of the Partnership, in writing within 15 days of the date of the notice of proposed amendment (which shall be the date of the postmark of such notice), and shall provide that those Class A Limited Partners whose ballots are not received by such date shall be deemed to have voted in accordance with the recommendation of the Managing General Partner; and
- (3) If such amendment is passed in accordance with the foregoing procedure, the Managing General Partner is hereby expressly authorized to amend this agreement by use of the power-of-attorney contained in Section 604 of this agreement.

902. Meetings. Meetings of the Partnership may be called by the Managing General Partner and shall be called by it upon the written request of Class A Limited Partners holding at least 10% of the Units.

903. Other Ventures. Except as otherwise provided in this agreement, any of the Partners may engage in or possess an interest in other business ventures of any nature and description, including those that may compete with the Partnership, without any obligation to share any profits therefrom with the Partnership or the Partners.

904. Notices. All notices under this agreement shall be in writing, duly signed by the party giving such notice, and transmitted by registered or certified mail addressed as follows:

- (a) If given to the Partnership or the Managing General Partner, at the addresses set forth in Section 205 of this agreement or at such other address as the Managing General Partner may hereafter designate in writing; and
- (b) If given to any Limited Partner, at the address noted on the Limited Partner signature page or admission amendment for each Limited Partner, or at such other address as it may hereafter designate by notice to the Partnership.

905. Captions. Section titles or captions contained in this agreement are inserted only as a matter of convenience and for reference, and in no way define, limit, extend, or describe the scope of this agreement or the intent of any provision hereof.

906. Identification

- (a) Whenever the singular number is used in this agreement and when required by the context, the same shall include the plural.
- (b) Whenever the neuter gender is used in this agreement and when required by the context, the same shall include the masculine or feminine gender.

(c) Whenever the term "person" or "party" is used in this agreement, the same shall include corporation, firm, partnership, proprietorship, or other form of association.

907. Binding Agreement

(a) This agreement is subject to the approval of the Bankruptcy Court in the Chapter 11 cases of the Partnership, DAB & Co., and Borden. Upon such approval, this agreement shall be binding upon each of the Existing Limited Partners, irrespective of whether it signs a counterpart hereof, a Limited Partner signature page hereto, or an admission amendment hereof, or otherwise accepts the amendments effected by this agreement.

(b) Subject to Subsection (a) of this section, this agreement may be executed in any number of counterparts and all of such counterparts shall be deemed an original and for all purposes constitute one agreement binding on the parties hereto, notwithstanding that all parties are not signatory to the same counterpart.

(c) Except as otherwise provided herein to the contrary, this agreement shall be binding upon and inure to the benefit of the parties hereto, their personal representatives, successors, and assigns.

908. Applicable Law. This agreement shall be governed by and construed in accordance with the laws of the United States and of the State of Alabama.

909. Partner's Age and Competence. Anything in this agreement to the contrary notwithstanding, no Partner or any assignee of the interests thereof shall be a person or organization prohibited by law from becoming such. Any assignment of an interest in the Partnership to any person or organization not meeting such standard shall be void and ineffectual and shall not bind the Partnership.

910. Severability. If any provision of this agreement shall be declared invalid or unenforceable, the remainder of this agreement will continue in full force and effect so far as the intent of the parties can be carried out.

BOOK 046 PAGE 735

In witness whereof, the parties hereto, after first being duly sworn, have affixed their hands and seals as of the day and year first above written.

MANAGING GENERAL PARTNER:

DAS A. BORDEN & COMPANY

Diana Rescher
Witness

By: H. A. Borden
Title: President

STATE OF ALABAMA)
COUNTY OF Colbert)

I, Suzanne M. Hanson, a Notary Public, hereby certify that Das A. Borden, whose name as President of Das A. Borden & Company, a corporation, 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 this instrument, 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 20th day of February, 1992

Suzanne M. Hanson
Notary Public

My commission expires: 12-6-95

BOOK 046 PAGE 736

[Individual General Partner's signature page follows this page]

INDIVIDUAL GENERAL PARTNER:

Diana Rescher
Witness

Das A. Borden
DAS A. BORDEN

STATE OF ALABAMA)
COUNTY OF Collier)

I, Suzanne M. Henson, a Notary Public hereby certify that Das A. Borden, 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 this instrument, he executed the same voluntarily.

Given under my hand this 20th day of February, 1992

Suzanne M. Henson
Notary Public

My commission expires: 12-6-95

BOOK 046 PAGE 737

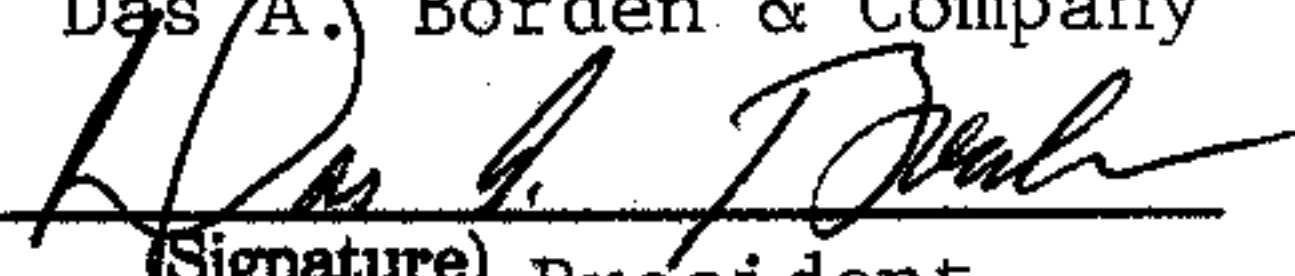
[Limited Partner signature pages follow this page]


LIMITED PARTNER SIGNATURE PAGE

The undersigned, desiring to become a Class A Limited Partner in Turtle Lake, Ltd., an Alabama Limited Partnership (the "Partnership"), in accordance with the terms of the Second Restated and Amended Agreement and Certificate of Limited Partnership for Turtle Lake, Ltd., an Alabama Limited Partnership, dated as of January 1, 1992, (the "Agreement"), and, if applicable, to remain as a Class B Limited Partnership if the undersigned is an existing limited partner to the extent of each Class A unit of beneficial interest purchased for each existing unit of beneficial interest held, hereby executes this signature page and authorizes the attachment of this executed signature page to the Agreement, which action shall evidence the undersigned's consent to and agreement to be bound by the terms of the Agreement. As a part of such Agreement, the undersigned represents and warrants the principal place of residence of the undersigned is shown below:

CLASS A LIMITED PARTNER
(if applicable, Class B Limited Partner):

Das A. Borden & Company


(Signature) President


(Signature) (if joint)

(Title)

Das A. Borden & Company
(Print Name)

(If signing in a representative capacity,
indicate title of signatory under
signature line.)

Type of Ownership - Check One:

- ☐ Individual Ownership
☐ Joint Tenants With Right of Survivorship
☐ Community Property
☐ Tenants in Common
☒ Corporate Ownership
☐ Trust or Fiduciary Account
☐ Other _____ (specify)

Number of Class A Units Purchased: 33 - 1/3

If applicable, number of Class B Units Retained: 5

Social Security Number or Taxpayer Identification Number(s): 

BOOK 046 PAGE 738

STATE OF Alabama
COUNTY OF)

I, Suzanne M. Henson, certify that Barth Borden, 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 instrument, he executed the same voluntarily on the day the same bears date. Given under my hand and seal of office this 20 day of February, 1992.

Suzanne M. Henson
Notary Public

My Commission Expires: MY COMMISSION EXPIRES 12-6-95

STATE OF)
COUNTY OF)

I, _____, certify that _____, and _____ whose names 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 the instrument, they executed the same voluntarily on the day the same bears date. Given under my hand and seal of office this ____ day of _____, 1992.

Notary Public
My Commission Expires: _____

STATE OF)
COUNTY OF)

I, _____, a _____ in and for said county in said state, hereby certify that _____, whose name as _____ is signed to the foregoing conveyance and who is known to me, acknowledged before me on this day that, being informed of the contents of the conveyance, he, in his capacity as such _____, executed the same voluntarily on the day the same bears date. Given under my hand and seal of office this ____ day of _____, 1992.

Notary Public
My Commission Expires: _____

STATE OF)
COUNTY OF)

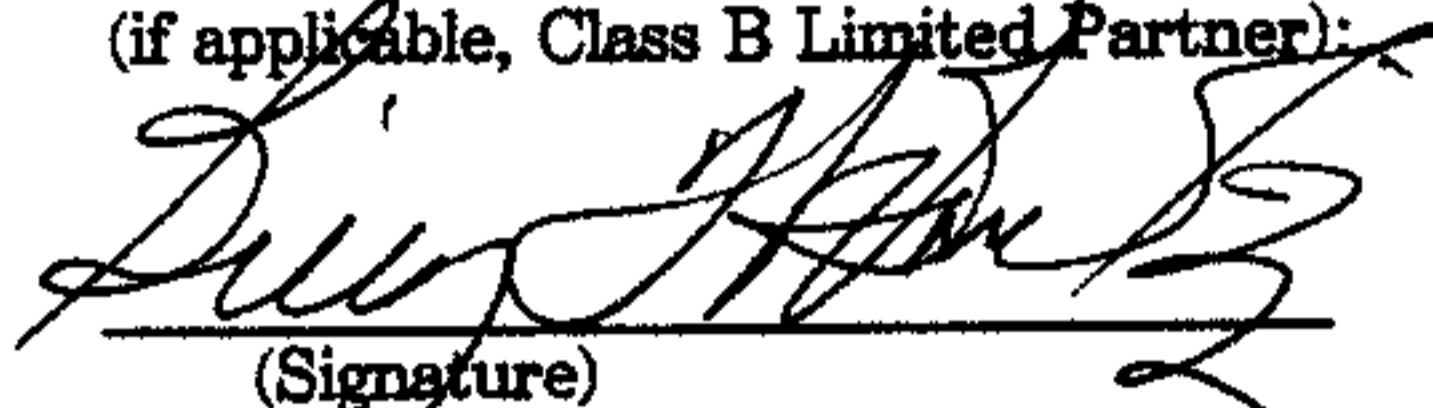
I, _____, a _____ in and for said county in said state, hereby certify that _____, whose name as _____ of _____, a corporation, is signed to the foregoing and who is known to me, acknowledged before me on this day that, being informed of the contents of said _____, he, as such officer, and with full authority, executed the same voluntarily for and as the act of said corporation, acting in its capacity as _____. Given under my hand and seal of office this ____ day of _____, 1992.

Notary Public
My Commission Expires: _____

LIMITED PARTNER SIGNATURE PAGE

The undersigned, desiring to become a Class A Limited Partner in Turtle Lake, Ltd., an Alabama Limited Partnership (the "Partnership"), in accordance with the terms of the Second Restated and Amended Agreement and Certificate of Limited Partnership for Turtle Lake, Ltd., an Alabama Limited Partnership, dated as of January 1, 1992, (the "Agreement"), and, if applicable, to remain as a Class B Limited Partnership if the undersigned is an existing limited partner to the extent of each Class A unit of beneficial interest purchased for each existing unit of beneficial interest held, hereby executes this signature page and authorizes the attachment of this executed signature page to the Agreement, which action shall evidence the undersigned's consent to and agreement to be bound by the terms of the Agreement. As a part of such Agreement, the undersigned represents and warrants the principal place of residence of the undersigned is shown below:

CLASS A LIMITED PARTNER
(if applicable, Class B Limited Partner):


(Signature)

(Signature) (if joint)

(Title)

Billy H. Bowling

(Print Name)

(If signing in a representative capacity,
indicate title of signatory under
signature line.)

Type of Ownership - Check One:

- ☒ Individual Ownership
☐ Joint Tenants With Right of Survivorship
☐ Community Property
☐ Tenants in Common
☐ Corporate Ownership
☐ Trust or Fiduciary Account
☐ Other _____ (specify)

Number of Class A Units Purchased: 1

If applicable, number of Class B Units Retained: -

Social Security Number or Taxpayer Identification Number(s): 

BOOK 046 PAGE 740

STATE OF)
COUNTY OF)

I, Karen Johnson, certify that Billy H. Bowling, 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 instrument, he executed the same voluntarily on the day the same bears date. Given under my hand and seal of office this 13 day of March, 1992.

Karen Johnson
Notary Public
My Commission Expires: 7-15-94

STATE OF)
COUNTY OF)

I, _____, certify that _____, and _____ whose names 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 the instrument, they executed the same voluntarily on the day the same bears date. Given under my hand and seal of office this ____ day of _____, 1992.

Notary Public
My Commission Expires: _____

STATE OF)
COUNTY OF)

I, _____, a _____ in and for said county in said state, hereby certify that _____, whose name as _____ is signed to the foregoing conveyance and who is known to me, acknowledged before me on this day that, being informed of the contents of the conveyance, he, in his capacity as such _____, executed the same voluntarily on the day the same bears date. Given under my hand and seal of office this ____ day of _____, 1992.

Notary Public
My Commission Expires: _____

STATE OF)
COUNTY OF)

I, _____, a _____ in and for said county in said state, hereby certify that _____, whose name as _____ of _____, a corporation, is signed to the foregoing and who is known to me, acknowledged before me on this day that, being informed of the contents of said _____, he, as such officer, and with full authority, executed the same voluntarily for and as the act of said corporation, acting in its capacity as _____. Given under my hand and seal of office this ____ day of _____, 1992.

Notary Public
My Commission Expires: _____

LIMITED PARTNER SIGNATURE PAGE

The undersigned, desiring to become a Class A Limited Partner in Turtle Lake, Ltd., an Alabama Limited Partnership (the "Partnership"), in accordance with the terms of the Second Restated and Amended Agreement and Certificate of Limited Partnership for Turtle Lake, Ltd., an Alabama Limited Partnership, dated as of January 1, 1992, (the "Agreement"), and, if applicable, to remain as a Class B Limited Partnership if the undersigned is an existing limited partner to the extent of each Class A unit of beneficial interest purchased for each existing unit of beneficial interest held, hereby executes this signature page and authorizes the attachment of this executed signature page to the Agreement, which action shall evidence the undersigned's consent to and agreement to be bound by the terms of the Agreement. As a part of such Agreement, the undersigned represents and warrants the principal place of residence of the undersigned is shown below:

CLASS A LIMITED PARTNER
(if applicable, Class B Limited Partner):

John E. Cabral
(Signature)

n/a
(Signature) (if joint)

n/a
(Title)

John CABRAL
(Print Name)

(If signing in a representative capacity,
indicate title of signatory under
signature line.)

Type of Ownership - Check One:

- ☒ Individual Ownership
☐ Joint Tenants With Right of Survivorship
☐ Community Property
☐ Tenants in Common
☐ Corporate Ownership
☐ Trust or Fiduciary Account
☐ Other _____ (specify)

Number of Class A Units Purchased: 5

If applicable, number of Class B Units Retained: 5

Social Security Number or Taxpayer Identification Number(s): [REDACTED]

BOOK 046 PAGE 742

STATE OF Alabama)
COUNTY OF Jefferson)

I, Melody S. Corcoran, certify that John Cabral, 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 instrument, he executed the same voluntarily on the day the same bears date. Given under my hand and seal of office this 5 day of February, 1992.

Melody S. Corcoran
Notary Public
My Commission Expires: 10/20/93

STATE OF)
COUNTY OF)

I, _____, certify that _____, and _____ whose names 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 the instrument, they executed the same voluntarily on the day the same bears date. Given under my hand and seal of office this ____ day of _____, 1992.

Notary Public
My Commission Expires: _____

STATE OF)
COUNTY OF)

I, _____, a _____ in and for said county in said state, hereby certify that _____, whose name as _____ is signed to the foregoing conveyance and who is known to me, acknowledged before me on this day that, being informed of the contents of the conveyance, he, in his capacity as such _____, executed the same voluntarily on the day the same bears date. Given under my hand and seal of office this ____ day of _____, 1992.

Notary Public
My Commission Expires: _____

STATE OF)
COUNTY OF)

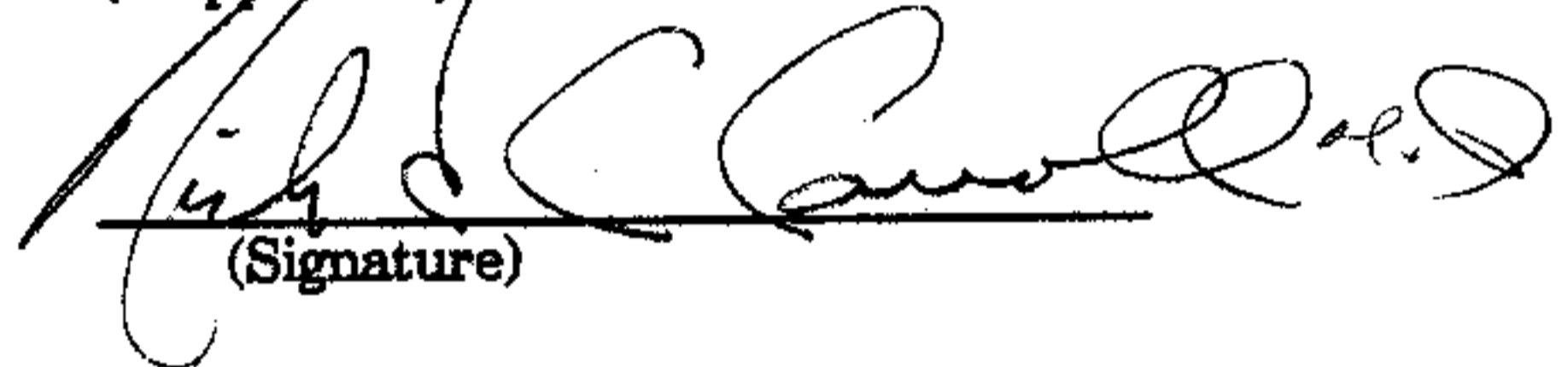
I, _____, a _____ in and for said county in said state, hereby certify that _____, whose name as _____ of _____, a corporation, is signed to the foregoing and who is known to me, acknowledged before me on this day that, being informed of the contents of said _____, he, as such officer, and with full authority, executed the same voluntarily for and as the act of said corporation, acting in its capacity as _____. Given under my hand and seal of office this ____ day of _____, 1992.

Notary Public
My Commission Expires: _____

LIMITED PARTNER SIGNATURE PAGE

The undersigned, desiring to become a Class A Limited Partner in Turtle Lake, Ltd., an Alabama Limited Partnership (the "Partnership"), in accordance with the terms of the Second Restated and Amended Agreement and Certificate of Limited Partnership for Turtle Lake, Ltd., an Alabama Limited Partnership, dated as of January 1, 1992, (the "Agreement"), and, if applicable, to remain as a Class B Limited Partnership if the undersigned is an existing limited partner to the extent of each Class A unit of beneficial interest purchased for each existing unit of beneficial interest held, hereby executes this signature page and authorizes the attachment of this executed signature page to the Agreement, which action shall evidence the undersigned's consent to and agreement to be bound by the terms of the Agreement. As a part of such Agreement, the undersigned represents and warrants the principal place of residence of the undersigned is shown below:

CLASS A LIMITED PARTNER
(if applicable, Class B Limited Partner):


(Signature)

(Signature) (if joint)

(Title)

Richard C. Carroll, et al.
(Print Name)

(If signing in a representative capacity,
indicate title of signatory under
signature line.)

Type of Ownership - Check One:

- ☒ Individual Ownership
☐ Joint Tenants With Right of Survivorship
☐ Community Property
☐ Tenants in Common
☐ Corporate Ownership
☐ Trust or Fiduciary Account
☐ Other _____ (specify)

Number of Class A Units Purchased: 10 20

If applicable, number of Class B Units Retained: _____

Social Security Number or Taxpayer Identification Number()

BOOK 046 PAGE 744

STATE OF Alabama
COUNTY OF Montgomery

I, Jeanette D. Jones, certify that Richard C. Carroll, M.D. 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 instrument, he executed the same voluntarily on the day the same bears date. Given under my hand and seal of office this 6th day of February, 1992.

Jeanette D. Jones
Notary Public
My Commission Expires: 7-19-92

STATE OF)
COUNTY OF)

I, _____, certify that _____, and _____ whose names 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 the instrument, they executed the same voluntarily on the day the same bears date. Given under my hand and seal of office this ____ day of _____, 1992.

Notary Public
My Commission Expires: _____

STATE OF)
COUNTY OF)

I, _____, a _____ in and for said county in said state, hereby certify that _____, whose name as _____ is signed to the foregoing conveyance and who is known to me, acknowledged before me on this day that, being informed of the contents of the conveyance, he, in his capacity as such _____, executed the same voluntarily on the day the same bears date. Given under my hand and seal of office this ____ day of _____, 1992.

Notary Public
My Commission Expires: _____

STATE OF)
COUNTY OF)


I, _____, a _____ in and for said county in said state, hereby certify that _____, whose name as _____ of _____, a corporation, is signed to the foregoing and who is known to me, acknowledged before me on this day that, being informed of the contents of said _____, he, as such officer, and with full authority, executed the same voluntarily for and as the act of said corporation, acting in its capacity as _____. Given under my hand and seal of office this ____ day of _____, 1992.

Notary Public
My Commission Expires: _____

LIMITED PARTNER SIGNATURE PAGE

The undersigned, desiring to become a Class A Limited Partner in Turtle Lake, Ltd., an Alabama Limited Partnership (the "Partnership"), in accordance with the terms of the Second Restated and Amended Agreement and Certificate of Limited Partnership for Turtle Lake, Ltd., an Alabama Limited Partnership, dated as of January 1, 1992, (the "Agreement"), and, if applicable, to remain as a Class B Limited Partnership if the undersigned is an existing limited partner to the extent of each Class A unit of beneficial interest purchased for each existing unit of beneficial interest held, hereby executes this signature page and authorizes the attachment of this executed signature page to the Agreement, which action shall evidence the undersigned's consent to and agreement to be bound by the terms of the Agreement. As a part of such Agreement, the undersigned represents and warrants the principal place of residence of the undersigned is shown below:

CLASS A LIMITED PARTNER
(if applicable, Class B Limited Partner):


(Signature)

(Signature) (if joint)

SHEARSON AS IRA CUSTODIAN
FOR
(Title)

JOEL D. CORNETT
(Print Name)

(If signing in a representative capacity,
indicate title of signatory under
signature line.)

Type of Ownership - Check One:

- ☐ Individual Ownership
☐ Joint Tenants With Right of Survivorship
☐ Community Property
☐ Tenants in Common
☐ Corporate Ownership
☒ Trust or Fiduciary Account
☐ Other _____ (specify)

Number of Class A Units Purchased: 1

If applicable, number of Class B Units Retained: 1

Social Security Number or Taxpayer Identification Number(s): 

BOOK 046 PAGE 746

STATE OF
COUNTY OF

I, Judy J. Nichols, certify that Joel D. Carnett, 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 instrument, he executed the same voluntarily on the day the same bears date. Given under my hand and seal of office this 6 day of Feb, 1992.

Judy J. Nichols
Notary Public

My Commission Expires: MY COMMISSION EXPIRES JUNE

MY COMMISSION EXPIRES JUNE 23, 1994

STATE OF
COUNTY OF

I, _____, certify that _____, and _____ whose names 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 the instrument, they executed the same voluntarily on the day the same bears date. Given under my hand and seal of office this ____ day of _____, 1992.

Notary Public

My Commission Expires: _____

STATE OF
COUNTY OF

I, _____, a _____ in and for said county in said state, hereby certify that _____, whose name as _____ is signed to the foregoing conveyance and who is known to me, acknowledged before me on this day that, being informed of the contents of the conveyance, he, in his capacity as such _____, executed the same voluntarily on the day the same bears date. Given under my hand and seal of office this ____ day of _____, 1992.

Notary Public

My Commission Expires: _____

STATE OF
COUNTY OF

I, _____, a _____ in and for said county in said state, hereby certify that _____, whose name as _____ of _____, a corporation, is signed to the foregoing and who is known to me, acknowledged before me on this day that, being informed of the contents of said _____, he, as such officer, and with full authority, executed the same voluntarily for and as the act of said corporation, acting in its capacity as _____. Given under my hand and seal of office this ____ day of _____, 1992.

Notary Public

My Commission Expires: _____

LIMITED PARTNER SIGNATURE PAGE

RECEIVED
MAR 04 1992

The undersigned, desiring to become a Class A Limited Partner in Turtle Lake, Ltd., an Alabama Limited Partnership (the "Partnership"), in accordance with the terms of the Second Restated and Amended Agreement and Certificate of Limited Partnership for Turtle Lake, Ltd., an Alabama Limited Partnership, dated as of January 1, 1992, (the "Agreement"), and, if applicable, to remain as a Class B Limited Partnership if the undersigned is an existing limited partner to the extent of each Class A unit of beneficial interest purchased for each existing unit of beneficial interest held, hereby executes this signature page and authorizes the attachment of this executed signature page to the Agreement, which action shall evidence the undersigned's consent to and agreement to be bound by the terms of the Agreement. As a part of such Agreement, the undersigned represents and warrants the principal place of residence of the undersigned is shown below:

CLASS A LIMITED PARTNER
(if applicable, Class B Limited Partner):


(Signature)

(Signature) (if joint)

(Title)

William A. Croftwell, III, MD
(Print Name)

(If signing in a representative capacity,
indicate title of signatory under
signature line.)

Type of Ownership - Check One:

- ☒ Individual Ownership
☐ Joint Tenants With Right of Survivorship
☐ Community Property
☐ Tenants in Common
☐ Corporate Ownership
☐ Trust or Fiduciary Account
☐ Other _____ (specify)

Number of Class A Units Purchased: 1

If applicable, number of Class B Units Retained: 2

Social Security Number or Taxpayer Identification Number(s): 

BOOK 046 PAGE 748

STATE OF)
COUNTY OF)

I, Beth Wilson Boyer certify that William A. Crockett, III, 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 instrument, he executed the same voluntarily on the day the same bears date. Given under my hand and seal of office this 2 day of MARCH, 1992.

Beth Wilson Boyer
Notary Public

My Commission Expires: 2/22/94

STATE OF)
COUNTY OF)

I, _____, certify that _____, and _____ whose names 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 the instrument, they executed the same voluntarily on the day the same bears date. Given under my hand and seal of office this ____ day of _____, 1992.

Notary Public

My Commission Expires: _____

STATE OF)
COUNTY OF)

I, _____, a _____ in and for said county in said state, hereby certify that _____, whose name as _____ is signed to the foregoing conveyance and who is known to me, acknowledged before me on this day that, being informed of the contents of the conveyance, he, in his capacity as such _____, executed the same voluntarily on the day the same bears date. Given under my hand and seal of office this ____ day of _____, 1992.

Notary Public

My Commission Expires: _____

STATE OF)
COUNTY OF)

I, _____, a _____ in and for said county in said state, hereby certify that _____, whose name as _____ of _____, a corporation, is signed to the foregoing and who is known to me, acknowledged before me on this day that, being informed of the contents of said _____, he, as such officer, and with full authority, executed the same voluntarily for and as the act of said corporation, acting in its capacity as _____. Given under my hand and seal of office this ____ day of _____, 1992.

Notary Public

My Commission Expires: _____

LIMITED PARTNER SIGNATURE PAGE

The undersigned, desiring to become a Class A Limited Partner in Turtle Lake, Ltd., an Alabama Limited Partnership (the "Partnership"), in accordance with the terms of the Second Restated and Amended Agreement and Certificate of Limited Partnership for Turtle Lake, Ltd., an Alabama Limited Partnership, dated as of January 1, 1992, (the "Agreement"), and, if applicable, to remain as a Class B Limited Partnership if the undersigned is an existing limited partner to the extent of each Class A unit of beneficial interest purchased for each existing unit of beneficial interest held, hereby executes this signature page and authorizes the attachment of this executed signature page to the Agreement, which action shall evidence the undersigned's consent to and agreement to be bound by the terms of the Agreement. As a part of such Agreement, the undersigned represents and warrants the principal place of residence of the undersigned is shown below:

CLASS A LIMITED PARTNER
(if applicable, Class B Limited Partner):


(Signature)

(Signature) (if joint)

(Title)

Phyllis A. Deinlein

(Print Name)

(If signing in a representative capacity,
indicate title of signatory under
signature line.)

Type of Ownership - Check One:

- ☒ Individual Ownership
☐ Joint Tenants With Right of Survivorship
☐ Community Property
☐ Tenants in Common
☐ Corporate Ownership
☐ Trust or Fiduciary Account
☐ Other _____ (specify)

Number of Class A Units Purchased: 3

If applicable, number of Class B Units Retained: 3

Social Security Number or Taxpayer Identification Number(s) 

BOOK 046 PAGE 750

STATE OF Alabama,
COUNTY OF Jefferson

I, Joe S Karasch, certify that Phyllis Reindin, 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 instrument, he executed the same voluntarily on the day the same bears date. Given under my hand and seal of office this 14th day of March, 1992.

Joe S Karasch
Notary Public
My Commission Expires: 12-3-93

STATE OF)
COUNTY OF)

I, _____, certify that _____, and _____ whose names 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 the instrument, they executed the same voluntarily on the day the same bears date. Given under my hand and seal of office this ____ day of _____, 1992.

Notary Public
My Commission Expires: _____

STATE OF)
COUNTY OF)

BOOK 046 PAGE 751

I, _____, a _____ in and for said county in said state, hereby certify that _____, whose name as _____ is signed to the foregoing conveyance and who is known to me, acknowledged before me on this day that, being informed of the contents of the conveyance, he, in his capacity as such _____, executed the same voluntarily on the day the same bears date. Given under my hand and seal of office this ____ day of _____, 1992.

Notary Public
My Commission Expires: _____

STATE OF)
COUNTY OF)

I, _____, a _____ in and for said county in said state, hereby certify that _____, whose name as _____ of _____, a corporation, is signed to the foregoing and who is known to me, acknowledged before me on this day that, being informed of the contents of said _____, he, as such officer, and with full authority, executed the same voluntarily for and as the act of said corporation, acting in its capacity as _____. Given under my hand and seal of office this ____ day of _____, 1992.

Notary Public
My Commission Expires: _____

LIMITED PARTNER SIGNATURE PAGE

The undersigned, desiring to become a Class A Limited Partner in Turtle Lake, Ltd., an Alabama Limited Partnership (the "Partnership"), in accordance with the terms of the Second Restated and Amended Agreement and Certificate of Limited Partnership for Turtle Lake, Ltd., an Alabama Limited Partnership, dated as of January 1, 1992, (the "Agreement"), and, if applicable, to remain as a Class B Limited Partnership if the undersigned is an existing limited partner to the extent of each Class A unit of beneficial interest purchased for each existing unit of beneficial interest held, hereby executes this signature page and authorizes the attachment of this executed signature page to the Agreement, which action shall evidence the undersigned's consent to and agreement to be bound by the terms of the Agreement. As a part of such Agreement, the undersigned represents and warrants the principal place of residence of the undersigned is shown below:

CLASS A LIMITED PARTNER
(if applicable, Class B Limited Partner):


(Signature)

Connie M. Doekel
(Signature) (if joint)

(Title)

ROBERT C. DOEKEL
CONNIE M. DOZKEL

(Print Name)

(If signing in a representative capacity,
indicate title of signatory under
signature line.)

Type of Ownership - Check One:

- ☒ Individual Ownership
☒ Joint Tenants With Right of Survivorship
☐ Community Property
☐ Tenants in Common
☐ Corporate Ownership
☐ Trust or Fiduciary Account
☐ Other _____ (specify)

Number of Class A Units Purchased: 1

If applicable, number of Class B Units Retained: _____

Social Security Number or Taxpayer Identification Number(s): 

BOOK 046 PAGE 752

STATE OF Alabama
COUNTY OF Jefferson

I, Eulene T. Plene, certify that R. C. Mackel, 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 instrument, he executed the same voluntarily on the day the same bears date. Given under my hand and seal of office this 20 day of February, 1992.

Eulene T. Plene
Notary Public

My Commission Expires: AT LARGE
MY COMMISSION EXPIRES: AUG. 25, 1992.
BONDED THRU NOTARY PUBLIC UNDERWRITERS

STATE OF Alabama
COUNTY OF Jefferson

I, Eulene T. Plene, certify that Connie M. Mackel, and _____ whose names 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 the instrument, they executed the same voluntarily on the day the same bears date. Given under my hand and seal of office this 20 day of February, 1992.

Eulene T. Plene
Notary Public

My Commission Expires:
NOTARY PUBLIC, STATE OF ALABAMA AT LARGE
MY COMMISSION EXPIRES: AUG. 25, 1992.
BONDED THRU NOTARY PUBLIC UNDERWRITERS

STATE OF _____)
COUNTY OF _____)

I, _____, a _____ in and for said county in said state, hereby certify that _____, whose name as _____ is signed to the foregoing conveyance and who is known to me, acknowledged before me on this day that, being informed of the contents of the conveyance, he, in his capacity as such _____, executed the same voluntarily on the day the same bears date. Given under my hand and seal of office this _____ day of _____, 1992.

Notary Public
My Commission Expires: _____

STATE OF _____)
COUNTY OF _____)

I, _____, a _____ in and for said county in said state, hereby certify that _____, whose name as _____ of _____, a corporation, is signed to the foregoing and who is known to me, acknowledged before me on this day that, being informed of the contents of said _____, he, as such officer, and with full authority, executed the same voluntarily for and as the act of said corporation, acting in its capacity as _____. Given under my hand and seal of office this _____ day of _____, 1992.

Notary Public
My Commission Expires: _____

LIMITED PARTNER SIGNATURE PAGE

The undersigned, desiring to become a Class A Limited Partner in Turtle Lake, Ltd., an Alabama Limited Partnership (the "Partnership"), in accordance with the terms of the Second Restated and Amended Agreement and Certificate of Limited Partnership for Turtle Lake, Ltd., an Alabama Limited Partnership, dated as of January 1, 1992, (the "Agreement"), and, if applicable, to remain as a Class B Limited Partnership if the undersigned is an existing limited partner to the extent of each Class A unit of beneficial interest purchased for each existing unit of beneficial interest held, hereby executes this signature page and authorizes the attachment of this executed signature page to the Agreement, which action shall evidence the undersigned's consent to and agreement to be bound by the terms of the Agreement. As a part of such Agreement, the undersigned represents and warrants the principal place of residence of the undersigned is shown below:

CLASS A LIMITED PARTNER
(if applicable, Class B Limited Partner):

Billy L. Hatmaker
(Signature)

(Signature) (if joint)

(Title)

Billy L. Hatmaker
(Print Name)

(If signing in a representative capacity,
indicate title of signatory under
signature line.)

Type of Ownership - Check One:

- ☒ Individual Ownership
☐ Joint Tenants With Right of Survivorship
☐ Community Property
☐ Tenants in Common
☐ Corporate Ownership
☐ Trust or Fiduciary Account
☐ Other _____ (specify)

Number of Class A Units Purchased: 1

If applicable, number of Class B Units Retained: 1

Social Security Number or Taxpayer Identification Number(s): [REDACTED]

BOOK 046 PAGE 754

STATE OF
COUNTY OF

) Tennessee
) DAVIDSON

I, GREGORY P. BEUSS, certify that Billy L. Hatmaker, 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 instrument, he executed the same voluntarily on the day the same bears date. Given under my hand and seal of office this 24 day of FEBRUARY 1992.

My Commission Expires
March 25, 1995


Notary Public
My Commission Expires: _____

STATE OF)
COUNTY OF)

I, _____, certify that _____, and _____ whose names 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 the instrument, they executed the same voluntarily on the day the same bears date. Given under my hand and seal of office this ____ day of _____, 1992.

Notary Public
My Commission Expires: _____

STATE OF)
COUNTY OF)

I, _____, a _____ in and for said county in said state, hereby certify that _____, whose name as _____ is signed to the foregoing conveyance and who is known to me, acknowledged before me on this day that, being informed of the contents of the conveyance, he, in his capacity as such _____, executed the same voluntarily on the day the same bears date. Given under my hand and seal of office this ____ day of _____, 1992.

Notary Public
My Commission Expires: _____

STATE OF)
COUNTY OF)

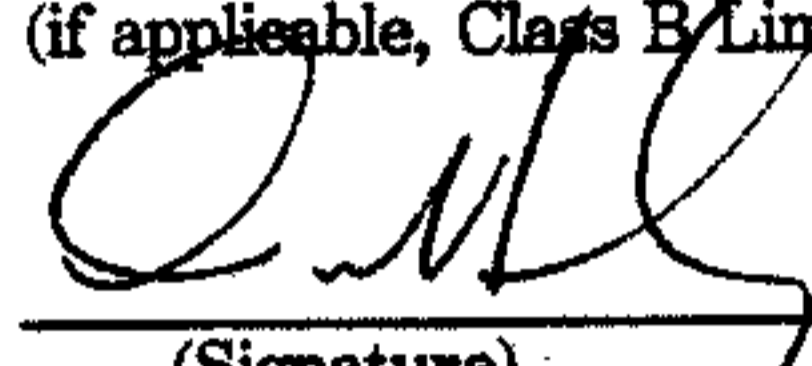
I, _____, a _____ in and for said county in said state, hereby certify that _____, whose name as _____ of _____, a corporation, is signed to the foregoing and who is known to me, acknowledged before me on this day that, being informed of the contents of said _____, he, as such officer, and with full authority, executed the same voluntarily for and as the act of said corporation, acting in its capacity as _____. Given under my hand and seal of office this ____ day of _____, 1992.

Notary Public
My Commission Expires: _____

LIMITED PARTNER SIGNATURE PAGE

The undersigned, desiring to become a Class A Limited Partner in Turtle Lake, Ltd., an Alabama Limited Partnership (the "Partnership"), in accordance with the terms of the Second Restated and Amended Agreement and Certificate of Limited Partnership for Turtle Lake, Ltd., an Alabama Limited Partnership, dated as of January 1, 1992, (the "Agreement"), and, if applicable, to remain as a Class B Limited Partnership if the undersigned is an existing limited partner to the extent of each Class A unit of beneficial interest purchased for each existing unit of beneficial interest held, hereby executes this signature page and authorizes the attachment of this executed signature page to the Agreement, which action shall evidence the undersigned's consent to and agreement to be bound by the terms of the Agreement. As a part of such Agreement, the undersigned represents and warrants the principal place of residence of the undersigned is shown below:

CLASS A LIMITED PARTNER
(if applicable, Class B Limited Partner):


(Signature)

(Signature) (if joint)

(Title)

ERIC J. HEMBERG
(Print Name)

(If signing in a representative capacity,
indicate title of signatory under
signature line.)

Type of Ownership - Check One:

- ☒ Individual Ownership
☐ Joint Tenants With Right of Survivorship
☐ Community Property
☐ Tenants in Common
☐ Corporate Ownership
☐ Trust or Fiduciary Account
☐ Other _____ (specify)

Number of Class A Units Purchased: 1

If applicable, number of Class B Units Retained: 1

Social Security Number or Taxpayer Identification Number(s): 

BOOK 046 PAGE 756

STATE OF ALABAMA)
COUNTY OF CHAMBERS)

I, Perry J. Woods, certify that Eric J. Hemborg 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 instrument, he executed the same voluntarily on the day the same bears date. Given under my hand and seal of office this 12 day of FEB., 1992.

Perry J. Woods
Notary Public
My Commission Expires: 7-8-95

STATE OF)
COUNTY OF)

I, _____, certify that _____, and _____ whose names 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 the instrument, they executed the same voluntarily on the day the same bears date. Given under my hand and seal of office this ____ day of _____, 1992.

Notary Public
My Commission Expires: _____

STATE OF)
COUNTY OF)

I, _____, a _____ in and for said county in said state, hereby certify that _____, whose name as _____ is signed to the foregoing conveyance and who is known to me, acknowledged before me on this day that, being informed of the contents of the conveyance, he, in his capacity as such _____, executed the same voluntarily on the day the same bears date. Given under my hand and seal of office this ____ day of _____, 1992.

Notary Public
My Commission Expires: _____

STATE OF)
COUNTY OF)

I, _____, a _____ in and for said county in said state, hereby certify that _____, whose name as _____ of _____, a corporation, is signed to the foregoing and who is known to me, acknowledged before me on this day that, being informed of the contents of said _____, he, as such officer, and with full authority, executed the same voluntarily for and as the act of said corporation, acting in its capacity as _____. Given under my hand and seal of office this ____ day of _____, 1992.

Notary Public
My Commission Expires: _____

LIMITED PARTNER SIGNATURE PAGE

The undersigned, desiring to become a Class A Limited Partner in Turtle Lake, Ltd., an Alabama Limited Partnership (the "Partnership"), in accordance with the terms of the Second Restated and Amended Agreement and Certificate of Limited Partnership for Turtle Lake, Ltd., an Alabama Limited Partnership, dated as of January 1, 1992, (the "Agreement"), and, if applicable, to remain as a Class B Limited Partnership if the undersigned is an existing limited partner to the extent of each Class A unit of beneficial interest purchased for each existing unit of beneficial interest held, hereby executes this signature page and authorizes the attachment of this executed signature page to the Agreement, which action shall evidence the undersigned's consent to and agreement to be bound by the terms of the Agreement. As a part of such Agreement, the undersigned represents and warrants the principal place of residence of the undersigned is shown below:

CLASS A LIMITED PARTNER
(if applicable, Class B Limited Partner):

B. Gene Lee

(Signature)

(Signature) (if joint)

(Title)

B. GENE LEE

(Print Name)

(If signing in a representative capacity,
indicate title of signatory under
signature line.)

Type of Ownership - Check One:

- ☒ Individual Ownership
☐ Joint Tenants With Right of Survivorship
☐ Community Property
☐ Tenants in Common
☐ Corporate Ownership
☐ Trust or Fiduciary Account
☐ Other _____ (specify)

Number of Class A Units Purchased: _____ / _____

If applicable, number of Class B Units Retained: _____ / _____

Social Security Number or Taxpayer Identification Number(s) _____

BOOK 046 PAGE 758

STATE OF Alabama)
COUNTY OF _____)

I, Suzanne M. Hanson, certify that B. Gene Lee, 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 instrument, he executed the same voluntarily on the day the same bears date. Given under my hand and seal of office this 9th day of February, 1992.

Suzanne M. Hanson
Notary Public
My Commission Expires: 12-6-95

STATE OF _____)
COUNTY OF _____)

I, _____, certify that _____, and _____ whose names 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 the instrument, they executed the same voluntarily on the day the same bears date. Given under my hand and seal of office this ____ day of _____, 1992.

Notary Public
My Commission Expires: _____

STATE OF _____)
COUNTY OF _____)

I, _____, a _____ in and for said county in said state, hereby certify that _____, whose name as _____ is signed to the foregoing conveyance and who is known to me, acknowledged before me on this day that, being informed of the contents of the conveyance, he, in his capacity as such _____, executed the same voluntarily on the day the same bears date. Given under my hand and seal of office this ____ day of _____, 1992.

Notary Public
My Commission Expires: _____

STATE OF _____)
COUNTY OF _____)

I, _____, a _____ in and for said county in said state, hereby certify that _____, whose name as _____ of _____, a corporation, is signed to the foregoing and who is known to me, acknowledged before me on this day that, being informed of the contents of said _____, he, as such officer, and with full authority, executed the same voluntarily for and as the act of said corporation, acting in its capacity as _____. Given under my hand and seal of office this ____ day of _____, 1992.

Notary Public
My Commission Expires: _____

LIMITED PARTNER SIGNATURE PAGE

The undersigned, desiring to become a Class A Limited Partner in Turtle Lake, Ltd., an Alabama Limited Partnership (the "Partnership"), in accordance with the terms of the Second Restated and Amended Agreement and Certificate of Limited Partnership for Turtle Lake, Ltd., an Alabama Limited Partnership, dated as of January 1, 1992, (the "Agreement"), and, if applicable, to remain as a Class B Limited Partnership if the undersigned is an existing limited partner to the extent of each Class A unit of beneficial interest purchased for each existing unit of beneficial interest held, hereby executes this signature page and authorizes the attachment of this executed signature page to the Agreement, which action shall evidence the undersigned's consent to and agreement to be bound by the terms of the Agreement. As a part of such Agreement, the undersigned represents and warrants the principal place of residence of the undersigned is shown below:

CLASS A LIMITED PARTNER
(if applicable, Class B Limited Partner):

Harrel McKinney
(Signature)

(Signature) (if joint)

(Title)

Harrel McKinney
(Print Name)

(If signing in a representative capacity,
indicate title of signatory under
signature line.)

Type of Ownership - Check One:

- ☒ Individual Ownership
☐ Joint Tenants With Right of Survivorship
☐ Community Property
☐ Tenants in Common
☐ Corporate Ownership
☐ Trust or Fiduciary Account
☐ Other _____ (specify)

Number of Class A Units Purchased: 10

If applicable, number of Class B Units Retained: 3

Social Security Number or Taxpayer Identification Number(s): [REDACTED]

BOOK 046 PAGE 760

STATE OF Alabama)
COUNTY OF Montgomery)

I, Joseph M. Norris, certify that Harrel McKinney, 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 instrument, he executed the same voluntarily on the day the same bears date. Given under my hand and seal of office this 10 day of February, 1992.


Notary Public
My Commission Expires: 4-4-93

STATE OF)
COUNTY OF)

I, _____, certify that _____, and _____ whose names 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 the instrument, they executed the same voluntarily on the day the same bears date. Given under my hand and seal of office this ____ day of _____, 1992.

Notary Public
My Commission Expires: _____

STATE OF)
COUNTY OF)

I, _____, a _____ in and for said county in said state, hereby certify that _____, whose name as _____ is signed to the foregoing conveyance and who is known to me, acknowledged before me on this day that, being informed of the contents of the conveyance, he, in his capacity as such _____, executed the same voluntarily on the day the same bears date. Given under my hand and seal of office this ____ day of _____, 1992.

Notary Public
My Commission Expires: _____

STATE OF)
COUNTY OF)

I, _____, a _____ in and for said county in said state, hereby certify that _____, whose name as _____ of _____, a corporation, is signed to the foregoing and who is known to me, acknowledged before me on this day that, being informed of the contents of said _____, he, as such officer, and with full authority, executed the same voluntarily for and as the act of said corporation, acting in its capacity as _____. Given under my hand and seal of office this ____ day of _____, 1992.

Notary Public
My Commission Expires: _____

LIMITED PARTNER SIGNATURE PAGE

The undersigned, desiring to become a Class A Limited Partner in Turtle Lake, Ltd., an Alabama Limited Partnership (the "Partnership"), in accordance with the terms of the Second Restated and Amended Agreement and Certificate of Limited Partnership for Turtle Lake, Ltd., an Alabama Limited Partnership, dated as of January 1, 1992, (the "Agreement"), and, if applicable, to remain as a Class B Limited Partnership if the undersigned is an existing limited partner to the extent of each Class A unit of beneficial interest purchased for each existing unit of beneficial interest held, hereby executes this signature page and authorizes the attachment of this executed signature page to the Agreement, which action shall evidence the undersigned's consent to and agreement to be bound by the terms of the Agreement. As a part of such Agreement, the undersigned represents and warrants the principal place of residence of the undersigned is shown below:

CLASS A LIMITED PARTNER
(if applicable, Class B Limited Partner):

[Signature]
(Signature)

(Signature) (if joint)

(Title)

LONG MEADOR
(Print Name)

(If signing in a representative capacity,
indicate title of signatory under
signature line.)

Type of Ownership - Check One:

- ☒ Individual Ownership
☐ Joint Tenants With Right of Survivorship
☐ Community Property
☐ Tenants in Common
☐ Corporate Ownership
☐ Trust or Fiduciary Account
☐ Other _____ (specify)

Number of Class A Units Purchased: One

If applicable, number of Class B Units Retained: _____

Social Security Number or Taxpayer Identification Number(s): _____

BOOK 046 PAGE 762

STATE OF Alabama)
COUNTY OF Jefferson)

I, Gary Clark, certify that Tony Meador, 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 instrument, he executed the same voluntarily on the day the same bears date. Given under my hand and seal of office this 5 day of March, 1992.

Gary W. Clark
Notary Public
My Commission Expires: 3-2-93

STATE OF)
COUNTY OF)

I, _____, certify that _____, and _____ whose names 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 the instrument, they executed the same voluntarily on the day the same bears date. Given under my hand and seal of office this ____ day of _____, 1992.

Notary Public
My Commission Expires: _____

STATE OF)
COUNTY OF)

I, _____, a _____ in and for said county in said state, hereby certify that _____, whose name as _____ is signed to the foregoing conveyance and who is known to me, acknowledged before me on this day that, being informed of the contents of the conveyance, he, in his capacity as such _____, executed the same voluntarily on the day the same bears date. Given under my hand and seal of office this ____ day of _____, 1992.

Notary Public
My Commission Expires: _____

STATE OF)
COUNTY OF)

I, _____, a _____ in and for said county in said state, hereby certify that _____, whose name as _____ of _____, a corporation, is signed to the foregoing and who is known to me, acknowledged before me on this day that, being informed of the contents of said _____, he, as such officer, and with full authority, executed the same voluntarily for and as the act of said corporation, acting in its capacity as _____. Given under my hand and seal of office this ____ day of _____, 1992.

Notary Public
My Commission Expires: _____

LIMITED PARTNER SIGNATURE PAGE

The undersigned, desiring to become a Class A Limited Partner in Turtle Lake, Ltd., an Alabama Limited Partnership (the "Partnership"), in accordance with the terms of the Second Restated and Amended Agreement and Certificate of Limited Partnership for Turtle Lake, Ltd., an Alabama Limited Partnership, dated as of January 1, 1992, (the "Agreement"), and, if applicable, to remain as a Class B Limited Partnership if the undersigned is an existing limited partner to the extent of each Class A unit of beneficial interest purchased for each existing unit of beneficial interest held, hereby executes this signature page and authorizes the attachment of this executed signature page to the Agreement, which action shall evidence the undersigned's consent to and agreement to be bound by the terms of the Agreement. As a part of such Agreement, the undersigned represents and warrants the principal place of residence of the undersigned is shown below:

CLASS A LIMITED PARTNER
(if applicable, Class B Limited Partner):


(Signature)

(Signature) (if joint)

(Title)

Ricardo Price
(Print Name)

(If signing in a representative capacity,
indicate title of signatory under
signature line.)

Type of Ownership - Check One:

- ☒ Individual Ownership
☐ Joint Tenants With Right of Survivorship
☐ Community Property
☐ Tenants in Common
☐ Corporate Ownership
☐ Trust or Fiduciary Account
☐ Other _____ (specify)

Number of Class A Units Purchased: /

If applicable, number of Class B Units Retained: —

Social Security Number or Taxpayer Identification Number(s): [REDACTED]

BOOK 046 PAGE 764

STATE OF)
COUNTY OF)

I, Jaquelyn D. French, certify that Ricardo Price, 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 instrument, he executed the same voluntarily on the day the same bears date. Given under my hand and seal of office this 12th day of Feb., 1992.

Jaquelyn D. French
Notary Public

My Commission Expires: 4-16-94

STATE OF)
COUNTY OF)

I, _____, certify that _____, and _____ whose names 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 the instrument, they executed the same voluntarily on the day the same bears date. Given under my hand and seal of office this ____ day of _____, 1992.

Notary Public
My Commission Expires: _____

STATE OF)
COUNTY OF)

I, _____, a _____ in and for said county in said state, hereby certify that _____, whose name as _____ is signed to the foregoing conveyance and who is known to me, acknowledged before me on this day that, being informed of the contents of the conveyance, he, in his capacity as such _____, executed the same voluntarily on the day the same bears date. Given under my hand and seal of office this ____ day of _____, 1992.

Notary Public
My Commission Expires: _____

STATE OF)
COUNTY OF)

I, _____, a _____ in and for said county in said state, hereby certify that _____, whose name as _____ of _____, a corporation, is signed to the foregoing and who is known to me, acknowledged before me on this day that, being informed of the contents of said _____, he, as such officer, and with full authority, executed the same voluntarily for and as the act of said corporation, acting in its capacity as _____. Given under my hand and seal of office this ____ day of _____, 1992.

Notary Public
My Commission Expires: _____

LIMITED PARTNER SIGNATURE PAGE

The undersigned, desiring to become a Class A Limited Partner in Turtle Lake, Ltd., an Alabama Limited Partnership (the "Partnership"), in accordance with the terms of the Second Restated and Amended Agreement and Certificate of Limited Partnership for Turtle Lake, Ltd., an Alabama Limited Partnership, dated as of January 1, 1992, (the "Agreement"), and, if applicable, to remain as a Class B Limited Partnership if the undersigned is an existing limited partner to the extent of each Class A unit of beneficial interest purchased for each existing unit of beneficial interest held, hereby executes this signature page and authorizes the attachment of this executed signature page to the Agreement, which action shall evidence the undersigned's consent to and agreement to be bound by the terms of the Agreement. As a part of such Agreement, the undersigned represents and warrants the principal place of residence of the undersigned is shown below:

CLASS A LIMITED PARTNER
(if applicable, Class B Limited Partner):

Gregory G. Rains
(Signature)

(Signature) (if joint)

(Title)

Gregory G. Rains
(Print Name)

(If signing in a representative capacity,
indicate title of signatory under
signature line.)

Type of Ownership - Check One:

- ☒ Individual Ownership
☐ Joint Tenants With Right of Survivorship
☐ Community Property
☐ Tenants in Common
☐ Corporate Ownership
☐ Trust or Fiduciary Account
☐ Other _____ (specify)

Number of Class A Units Purchased: _____ / _____

If applicable, number of Class B Units Retained: _____ / _____

Social Security Number or Taxpayer Identification Number(s) _____

BOOK 046 PAGE 766

STATE OF Alabama
COUNTY OF Jefferson

I, Wendy Mc Johnson, certify that Gregory G. Bains, 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 instrument, he executed the same voluntarily on the day the same bears date. Given under my hand and seal of office this 11th day of February, 1992.

Wendy Mc Johnson
Notary Public
My Commission Expires: 4/25/94

STATE OF)
COUNTY OF)

I, _____, certify that _____, and _____ whose names 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 the instrument, they executed the same voluntarily on the day the same bears date. Given under my hand and seal of office this ____ day of _____, 1992.

Notary Public
My Commission Expires: _____

STATE OF)
COUNTY OF)

767
PAGE 046
BOOK I, _____, a _____ in and for said county in said state, hereby certify that _____, whose name as _____ is signed to the foregoing conveyance and who is known to me, acknowledged before me on this day that, being informed of the contents of the conveyance, he, in his capacity as such _____, executed the same voluntarily on the day the same bears date. Given under my hand and seal of office this ____ day of _____, 1992.

Notary Public
My Commission Expires: _____

STATE OF)
COUNTY OF)

I, _____, a _____ in and for said county in said state, hereby certify that _____, whose name as _____ of _____, a corporation, is signed to the foregoing and who is known to me, acknowledged before me on this day that, being informed of the contents of said _____, he, as such officer, and with full authority, executed the same voluntarily for and as the act of said corporation, acting in its capacity as _____. Given under my hand and seal of office this ____ day of _____, 1992.

Notary Public
My Commission Expires: _____

LIMITED PARTNER SIGNATURE PAGE

The undersigned, desiring to become a Class A Limited Partner in Turtle Lake, Ltd., an Alabama Limited Partnership (the "Partnership"), in accordance with the terms of the Second Restated and Amended Agreement and Certificate of Limited Partnership for Turtle Lake, Ltd., an Alabama Limited Partnership, dated as of January 1, 1992, (the "Agreement"), and, if applicable, to remain as a Class B Limited Partnership if the undersigned is an existing limited partner to the extent of each Class A unit of beneficial interest purchased for each existing unit of beneficial interest held, hereby executes this signature page and authorizes the attachment of this executed signature page to the Agreement, which action shall evidence the undersigned's consent to and agreement to be bound by the terms of the Agreement. As a part of such Agreement, the undersigned represents and warrants the principal place of residence of the undersigned is shown below:

CLASS A LIMITED PARTNER
(if applicable, Class B Limited Partner):

Joel B. Richardson
(Signature)

Evelyn J. Richardson
(Signature) (if joint)

(Title)

Joel B. Richardson
Evelyn J. Richardson

(Print Name)

(If signing in a representative capacity,
indicate title of signatory under
signature line.)

Type of Ownership - Check One:

- ☒ Individual Ownership
☒ Joint Tenants With Right of Survivorship
☐ Community Property
☐ Tenants in Common
☐ Corporate Ownership
☐ Trust or Fiduciary Account
☐ Other _____ (specify)

Number of Class A Units Purchased: 2

If applicable, number of Class B Units Retained: _____

Social Security Number or Taxpayer Identification Number(s): _____

BOOK 046 PAGE 768

STATE OF Alabama)
COUNTY OF Walker)

I, J. H. Minor, Jr., certify that Joel B. Richardson 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 instrument, he executed the same voluntarily on the day the same bears date. Given under my hand and seal of office this 14th day of February, 1992.

J. H. Minor, Jr.
Notary Public
My Commission Expires: 6-6-95

STATE OF Alabama)
COUNTY OF Walker)

I, J. H. Minor, Jr., certify that Evelyn T. Richardson, and Joel B. Richardson whose names 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 the instrument, they executed the same voluntarily on the day the same bears date. Given under my hand and seal of office this 14th day of February, 1992.

J. H. Minor, Jr.
Notary Public
My Commission Expires: 6-6-95

STATE OF)
COUNTY OF)

I, _____, a _____ in and for said county in said state, hereby certify that _____, whose name as _____ is signed to the foregoing conveyance and who is known to me, acknowledged before me on this day that, being informed of the contents of the conveyance, he, in his capacity as such _____, executed the same voluntarily on the day the same bears date. Given under my hand and seal of office this ____ day of _____, 1992.

Notary Public
My Commission Expires: _____

STATE OF)
COUNTY OF)

I, _____, a _____ in and for said county in said state, hereby certify that _____, whose name as _____ of _____, a corporation, is signed to the foregoing and who is known to me, acknowledged before me on this day that, being informed of the contents of said _____, he, as such officer, and with full authority, executed the same voluntarily for and as the act of said corporation, acting in its capacity as _____. Given under my hand and seal of office this ____ day of _____, 1992.

Notary Public
My Commission Expires: _____

LIMITED PARTNER SIGNATURE PAGE

The undersigned, desiring to become a Class A Limited Partner in Turtle Lake, Ltd., an Alabama Limited Partnership (the "Partnership"), in accordance with the terms of the Second Restated and Amended Agreement and Certificate of Limited Partnership for Turtle Lake, Ltd., an Alabama Limited Partnership, dated as of January 1, 1992, (the "Agreement"), and, if applicable, to remain as a Class B Limited Partnership if the undersigned is an existing limited partner to the extent of each Class A unit of beneficial interest purchased for each existing unit of beneficial interest held, hereby executes this signature page and authorizes the attachment of this executed signature page to the Agreement, which action shall evidence the undersigned's consent to and agreement to be bound by the terms of the Agreement. As a part of such Agreement, the undersigned represents and warrants the principal place of residence of the undersigned is shown below:

CLASS A LIMITED PARTNER
(if applicable, Class B Limited Partner):

Shamrock Investment Group
[Signature]
(Signature) Owner

(Signature) (if joint)

(Title)

Shamrock Investment Group
(Print Name)

(If signing in a representative capacity,
indicate title of signatory under
signature line.)

Type of Ownership - Check One:

- ☒ Individual Ownership
☐ Joint Tenants With Right of Survivorship
☐ Community Property
☐ Tenants in Common
☐ Corporate Ownership
☐ Trust or Fiduciary Account
☐ Other _____ (specify)

Number of Class A Units Purchased: 19-2/3

If applicable, number of Class B Units Retained: -

Social Security Number or Taxpayer Identification Number(s) [REDACTED]

BOOK 046 PAGE 770

STATE OF Alabama,
COUNTY OF _____)

I, Suzanne McHenry, certify that David A. Borden, 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 instrument, he executed the same voluntarily on the day the same bears date. Given under my hand and seal of office this 24 day of February, 1992.

Suzanne McHenry

Notary Public

My Commission Expires: _____

COMMISSION EXPIRES 12-6-95
COMMISSION EXPIRES 12-6-95

STATE OF _____)
COUNTY OF _____)

I, _____, certify that _____, and _____ whose names 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 the instrument, they executed the same voluntarily on the day the same bears date. Given under my hand and seal of office this ____ day of _____, 1992.

Notary Public

My Commission Expires: _____

STATE OF _____)
COUNTY OF _____)

I, _____, a _____ in and for said county in said state, hereby certify that _____, whose name as _____ is signed to the foregoing conveyance and who is known to me, acknowledged before me on this day that, being informed of the contents of the conveyance, he, in his capacity as such _____, executed the same voluntarily on the day the same bears date. Given under my hand and seal of office this ____ day of _____, 1992.

Notary Public

My Commission Expires: _____

STATE OF _____)
COUNTY OF _____)

I, _____, a _____ in and for said county in said state, hereby certify that _____, whose name as _____ of _____, a corporation, is signed to the foregoing and who is known to me, acknowledged before me on this day that, being informed of the contents of said _____, he, as such officer, and with full authority, executed the same voluntarily for and as the act of said corporation, acting in its capacity as _____. Given under my hand and seal of office this ____ day of _____, 1992.

Notary Public

My Commission Expires: _____

LIMITED PARTNER SIGNATURE PAGE

The undersigned, desiring to become a Class A Limited Partner in Turtle Lake, Ltd., an Alabama Limited Partnership (the "Partnership"), in accordance with the terms of the Second Restated and Amended Agreement and Certificate of Limited Partnership for Turtle Lake, Ltd., an Alabama Limited Partnership, dated as of January 1, 1992, (the "Agreement"), and, if applicable, to remain as a Class B Limited Partnership if the undersigned is an existing limited partner to the extent of each Class A unit of beneficial interest purchased for each existing unit of beneficial interest held, hereby executes this signature page and authorizes the attachment of this executed signature page to the Agreement, which action shall evidence the undersigned's consent to and agreement to be bound by the terms of the Agreement. As a part of such Agreement, the undersigned represents and warrants the principal place of residence of the undersigned is shown below:

CLASS A LIMITED PARTNER
(if applicable, Class B Limited Partner):

R. Clayton Shealy
(Signature)

(Signature) (if joint)

(Title)

R. Clayton Shealy
(Print Name)

(If signing in a representative capacity,
indicate title of signatory under
signature line.)

Type of Ownership - Check One:

- ☒ Individual Ownership
☐ Joint Tenants With Right of Survivorship
☐ Community Property
☐ Tenants in Common
☐ Corporate Ownership
☐ Trust or Fiduciary Account
☐ Other _____ (specify)

Number of Class A Units Purchased: 1

If applicable, number of Class B Units Retained: _____

Social Security Number or Taxpayer Identification Number(s) _____

BOOK 046 PAGE 772

STATE OF)
COUNTY OF)

I, Linda R. Pate, certify that R. Clayton Shealy, 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 instrument, he executed the same voluntarily on the day the same bears date. Given under my hand and seal of office this 17 day of February, 1992.

Linda R. Pate
Notary Public

My Commission Expires: 8-26-1995

STATE OF)
COUNTY OF)

I, _____, certify that _____, and _____ whose names 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 the instrument, they executed the same voluntarily on the day the same bears date. Given under my hand and seal of office this ____ day of _____, 1992.

Notary Public
My Commission Expires: _____

STATE OF)
COUNTY OF)

I, _____, a _____ in and for said county in said state, hereby certify that _____, whose name as _____ is signed to the foregoing conveyance and who is known to me, acknowledged before me on this day that, being informed of the contents of the conveyance, he, in his capacity as such _____, executed the same voluntarily on the day the same bears date. Given under my hand and seal of office this ____ day of _____, 1992.

Notary Public
My Commission Expires: _____

STATE OF)
COUNTY OF)

I, _____, a _____ in and for said county in said state, hereby certify that _____, whose name as _____ of _____, a corporation, is signed to the foregoing and who is known to me, acknowledged before me on this day that, being informed of the contents of said _____, he, as such officer, and with full authority, executed the same voluntarily for and as the act of said corporation, acting in its capacity as _____. Given under my hand and seal of office this ____ day of _____, 1992.

Notary Public
My Commission Expires: _____

LIMITED PARTNER SIGNATURE PAGE

The undersigned, desiring to become a Class A Limited Partner in Turtle Lake, Ltd., an Alabama Limited Partnership (the "Partnership"), in accordance with the terms of the Second Restated and Amended Agreement and Certificate of Limited Partnership for Turtle Lake, Ltd., an Alabama Limited Partnership, dated as of January 1, 1992, (the "Agreement"), and, if applicable, to remain as a Class B Limited Partnership if the undersigned is an existing limited partner to the extent of each Class A unit of beneficial interest purchased for each existing unit of beneficial interest held, hereby executes this signature page and authorizes the attachment of this executed signature page to the Agreement, which action shall evidence the undersigned's consent to and agreement to be bound by the terms of the Agreement. As a part of such Agreement, the undersigned represents and warrants the principal place of residence of the undersigned is shown below:

CLASS A LIMITED PARTNER
(if applicable, Class B Limited Partner):

J.R. Tucker
(Signature)

(Signature) (if joint)

OWNER
(Title)

J. R. TUCKER
(Print Name)

(If signing in a representative capacity,
indicate title of signatory under
signature line.)

Type of Ownership - Check One:

- ☒ Individual Ownership
☐ Joint Tenants With Right of Survivorship
☐ Community Property
☐ Tenants in Common
☐ Corporate Ownership
☐ Trust or Fiduciary Account
☐ Other _____ (specify)

Number of Class A Units Purchased: 3

If applicable, number of Class B Units Retained: 3

Social Security Number or Taxpayer Identification Number(s): [REDACTED]

BOOK 046 PAGE 774

STATE OF Georgia
COUNTY OF Cobb)

I, Ann Lay, certify that J. R. Zucker, 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 instrument, he executed the same voluntarily on the day the same bears date. Given under my hand and seal of office this 10 day of Feb, 1992.

Ann Lay
Notary Public
My Commission Expires Oct. 9, 1994

STATE OF)
COUNTY OF)

I, _____, certify that _____, and _____ whose names 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 the instrument, they executed the same voluntarily on the day the same bears date. Given under my hand and seal of office this ____ day of _____, 1992.

Notary Public
My Commission Expires: _____

STATE OF)
COUNTY OF)

I, _____, a _____ in and for said county in said state, hereby certify that _____, whose name as _____ is signed to the foregoing conveyance and who is known to me, acknowledged before me on this day that, being informed of the contents of the conveyance, he, in his capacity as such _____, executed the same voluntarily on the day the same bears date. Given under my hand and seal of office this ____ day of _____, 1992.

Notary Public
My Commission Expires: _____

STATE OF)
COUNTY OF)

I, _____, a _____ in and for said county in said state, hereby certify that _____, whose name as _____ of _____, a corporation, is signed to the foregoing and who is known to me, acknowledged before me on this day that, being informed of the contents of said _____, he, as such officer, and with full authority, executed the same voluntarily for and as the act of said corporation, acting in its capacity as _____. Given under my hand and seal of office this ____ day of _____, 1992.

Notary Public
My Commission Expires: _____

LIMITED PARTNER SIGNATURE PAGE

The undersigned, desiring to become a Class A Limited Partner in Turtle Lake, Ltd., an Alabama Limited Partnership (the "Partnership"), in accordance with the terms of the Second Restated and Amended Agreement and Certificate of Limited Partnership for Turtle Lake, Ltd., an Alabama Limited Partnership, dated as of January 1, 1992, (the "Agreement"), and, if applicable, to remain as a Class B Limited Partnership if the undersigned is an existing limited partner to the extent of each Class A unit of beneficial interest purchased for each existing unit of beneficial interest held, hereby executes this signature page and authorizes the attachment of this executed signature page to the Agreement, which action shall evidence the undersigned's consent to and agreement to be bound by the terms of the Agreement. As a part of such Agreement, the undersigned represents and warrants the principal place of residence of the undersigned is shown below:

CLASS A LIMITED PARTNER
(if applicable, Class B Limited Partner):

Thomas W. Weatherford, IV
(Signature)

N/A
(Signature) (if joint)

N/A
(Title)

Thomas W. Weatherford, IV
(Print Name)

(If signing in a representative capacity,
indicate title of signatory under
signature line.)

Type of Ownership - Check One:

- ☒ Individual Ownership
☐ Joint Tenants With Right of Survivorship
☐ Community Property
☐ Tenants in Common
☐ Corporate Ownership
☐ Trust or Fiduciary Account
☐ Other _____ (specify)

Number of Class A Units Purchased: ONE

If applicable, number of Class B Units Retained: N/A

Social Security Number or Taxpayer Identification Number(s) [REDACTED]

BOOK 046 PAGE 776

STATE OF)
COUNTY OF)

I, Enemencia M. Ward, certify that Thomas W. Weatherford^{III}, 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 instrument, he executed the same voluntarily on the day the same bears date. Given under my hand and seal of office this 10th day of February, 1992.

Enemencia M. Ward
Notary Public
My Commission Expires: 8/20/95

STATE OF)
COUNTY OF)

I, _____, certify that _____, and _____ whose names 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 the instrument, they executed the same voluntarily on the day the same bears date. Given under my hand and seal of office this ____ day of _____, 1992.

Notary Public
My Commission Expires: _____

STATE OF)
COUNTY OF)

I, _____, a _____ in and for said county in said state, hereby certify that _____, whose name as _____ is signed to the foregoing conveyance and who is known to me, acknowledged before me on this day that, being informed of the contents of the conveyance, he, in his capacity as such _____, executed the same voluntarily on the day the same bears date. Given under my hand and seal of office this ____ day of _____, 1992.

Notary Public
My Commission Expires: _____

STATE OF)
COUNTY OF)

I, _____, a _____ in and for said county in said state, hereby certify that _____, whose name as _____ of _____, a corporation, is signed to the foregoing and who is known to me, acknowledged before me on this day that, being informed of the contents of said _____, he, as such officer, and with full authority, executed the same voluntarily for and as the act of said corporation, acting in its capacity as _____. Given under my hand and seal of office this ____ day of _____, 1992.

Notary Public
My Commission Expires: _____

LIMITED PARTNER SIGNATURE PAGE

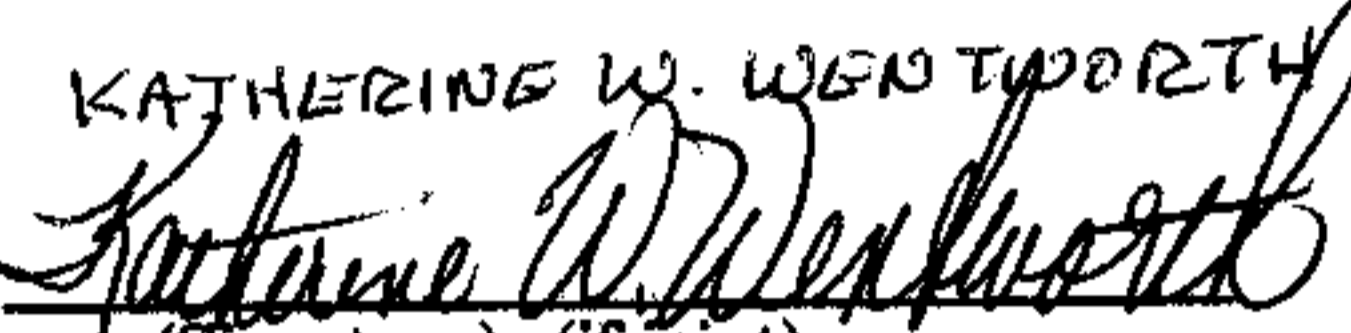
The undersigned, desiring to become a Class A Limited Partner in Turtle Lake, Ltd., an Alabama Limited Partnership (the "Partnership"), in accordance with the terms of the Second Restated and Amended Agreement and Certificate of Limited Partnership for Turtle Lake, Ltd., an Alabama Limited Partnership, dated as of January 1, 1992, (the "Agreement"), and, if applicable, to remain as a Class B Limited Partnership if the undersigned is an existing limited partner to the extent of each Class A unit of beneficial interest purchased for each existing unit of beneficial interest held, hereby executes this signature page and authorizes the attachment of this executed signature page to the Agreement, which action shall evidence the undersigned's consent to and agreement to be bound by the terms of the Agreement. As a part of such Agreement, the undersigned represents and warrants the principal place of residence of the undersigned is shown below:

CLASS A LIMITED PARTNER
(if applicable, Class B Limited Partner):

GEORGE P. WENTWORTH


(Signature)

KATHERINE W. WENTWORTH


(Signature) (if joint)

(Title)

George P. Wentworth
Katherine W. Wentworth

(Print Name)

(If signing in a representative capacity,
indicate title of signatory under
signature line.)

Type of Ownership - Check One:

- ☐ Individual Ownership
☒ Joint Tenants With Right of Survivorship
☐ Community Property
☐ Tenants in Common
☐ Corporate Ownership
☐ Trust or Fiduciary Account
☐ Other _____ (specify)

Number of Class A Units Purchased: ONE

If applicable, number of Class B Units Retained: ONE

Social Security Number or Taxpayer Identification Number(s) 

BOOK 046 PAGE 778

STATE OF Georgia)
COUNTY OF Gwinnett)

I, Dorothy L. Griner, certify that George P. Wentworth, 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 instrument, he executed the same voluntarily on the day the same bears date. Given under my hand and seal of office this 14th day of February, 1992.

Dorothy L. Griner

Notary Public

My Commission Expires: Notary Public, Gwinnett County, Georgia
My Commission Expires June 8, 1992

STATE OF Georgia)
COUNTY OF Gwinnett)

I, David D. Sapp, certify that Katherine W. Wentworth, and whose names 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 the instrument, they executed the same voluntarily on the day the same bears date. Given under my hand and seal of office this 17 day of February, 1992.

David D. Sapp

Notary Public

My Commission Expires: Notary Public, Gwinnett County, Georgia
My Commission Expires July 27, 1995

STATE OF)
COUNTY OF)

I, _____, a _____ in and for said county in said state, hereby certify that _____, whose name as _____ is signed to the foregoing conveyance and who is known to me, acknowledged before me on this day that, being informed of the contents of the conveyance, he, in his capacity as such _____, executed the same voluntarily on the day the same bears date. Given under my hand and seal of office this ____ day of _____, 1992.

Notary Public

My Commission Expires: _____

STATE OF)
COUNTY OF)

I, _____, a _____ in and for said county in said state, hereby certify that _____, whose name as _____ of _____, a corporation, is signed to the foregoing and who is known to me, acknowledged before me on this day that, being informed of the contents of said _____, he, as such officer, and with full authority, executed the same voluntarily for and as the act of said corporation, acting in its capacity as _____. Given under my hand and seal of office this ____ day of _____, 1992.

Notary Public

My Commission Expires: _____

LIMITED PARTNER SIGNATURE PAGE

The undersigned, desiring to become a Class A Limited Partner in Turtle Lake, Ltd., an Alabama Limited Partnership (the "Partnership"), in accordance with the terms of the Second Restated and Amended Agreement and Certificate of Limited Partnership for Turtle Lake, Ltd., an Alabama Limited Partnership, dated as of January 1, 1992, (the "Agreement"), and, if applicable, to remain as a Class B Limited Partnership if the undersigned is an existing limited partner to the extent of each Class A unit of beneficial interest purchased for each existing unit of beneficial interest held, hereby executes this signature page and authorizes the attachment of this executed signature page to the Agreement, which action shall evidence the undersigned's consent to and agreement to be bound by the terms of the Agreement. As a part of such Agreement, the undersigned represents and warrants the principal place of residence of the undersigned is shown below:

CLASS A LIMITED PARTNER
(if applicable, Class B Limited Partner):

John Allen Yarborough
(Signature)

Stella Yarborough
(Signature) (if joint)

(Title)

John Allen Yarborough
Stella Yarborough

(Print Name)

(If signing in a representative capacity,
indicate title of signatory under
signature line.)

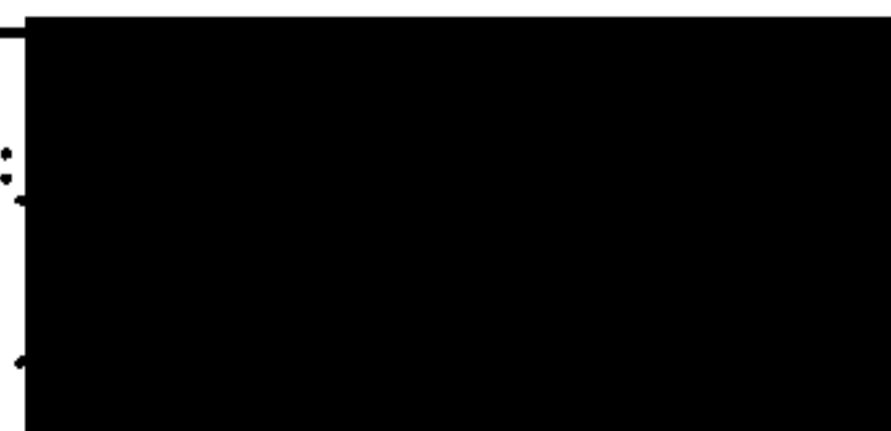
Type of Ownership - Check One:

- ☐ Individual Ownership
☐ Joint Tenants With Right of Survivorship
☐ Community Property
☒ Tenants in Common
☐ Corporate Ownership
☐ Trust or Fiduciary Account
☐ Other _____ (specify)

Number of Class A Units Purchased: 1

If applicable, number of Class B Units Retained: 1

Social Security Number or Taxpayer Identification Number(s):



Allen
Stella

0116 SALE 780

STATE OF)
COUNTY OF)

I, Mary Deane Palmer, certify that John Allen Guback 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 instrument, he executed the same voluntarily on the day the same bears date. Given under my hand and seal of office this 10 day of February 1992.

Mary Deane Palmer
Notary Public

My Commission Expires: MY COMMISSION EXPIRES FEB. 12, 1994

STATE OF)
COUNTY OF)

I, Mary Deane Palmer, certify that John Allen Guback and Stella S. Guback whose names 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 the instrument, they executed the same voluntarily on the day the same bears date. Given under my hand and seal of office this 10 day of February 1992.

Mary Deane Palmer
Notary Public

My Commission Expires: MY COMMISSION EXPIRES FEB. 12, 1994

STATE OF)
COUNTY OF)

I, _____, a _____ in and for said county in said state, hereby certify that _____, whose name as _____ is signed to the foregoing conveyance and who is known to me, acknowledged before me on this day that, being informed of the contents of the conveyance, he, in his capacity as such _____, executed the same voluntarily on the day the same bears date. Given under my hand and seal of office this ____ day of _____, 1992.

Notary Public

My Commission Expires: _____

STATE OF)
COUNTY OF)

I, _____, a _____ in and for said county in said state, hereby certify that _____, whose name as _____ of _____, a corporation, is signed to the foregoing and who is known to me, acknowledged before me on this day that, being informed of the contents of said _____, he, as such officer, and with full authority, executed the same voluntarily for and as the act of said corporation, acting in its capacity as _____. Given under my hand and seal of office this ____ day of _____, 1992.

Notary Public

My Commission Expires: _____

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04/06/1992 03:37 11:25:00 AM SHELBY COUNTY 064 MCB

164.00