

POLLY CONRADI
CLERK OF THE CIRCUIT COURT
TENTH JUDICIAL CIRCUIT OF ALABAMA
307 Jefferson County Courthouse
BIRMINGHAM, ALABAMA 35203
Telephone: (205) 325-5360

JUDY MORING, Deputy Clerk

CERTIFICATE

STATE OF ALABAMA

TENTH JUDICIAL CIRCUIT OF ALABAMA

JEFFERSON

CIRCUIT COURT CASE # CV 88-501-575 JDC

I, Polly Conradi, Clerk of the Circuit Court, Tenth Judicial Circuit of the State of Alabama, in and for the County of Jefferson, do hereby certify that the following pages numbered one to 3 are true and correct copies of the

Final Judgment

in the case of

Thompson Properties 122-AA-056, Ltd., an Alabama Limited Partnership which
sues by Reuben C. Finney

VS

Ron Rockhill, et al.

Witness my hand and seal this the 30th day of April, 1993.


POLLY CONRADI, CLERK

Inst # 1993-12537

05/04/1993-12537
12:21 PM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
004 MCD 14.00

Mary P. Thornton
Dorinda Fletcher
2121 Highlands Ave
Birmingham, AL 35205

THOMPSON PROPERTIES 122-AA-)
056, LTD., AN ALABAMA LIMITED)
PARTNERSHIP WHICH SUES BY)
REUBEN C. FINNEY,)

CIRCUIT COURT
TENTH JUDICIAL CIRCUIT
OF ALABAMA
EQUITY DIVISION

Plaintiff, FILED IN OPEN COURT
vs. *5th day of Dec 1991*
D. L. COMPTON
RON ROCKHILL, et al., *TRUSTEE*
Defendants. *CE*

Case No. CV 88 501-575 JDC ✓

FINAL JUDGMENT

This cause was presented to the Court upon the statements and representations of counsel, made in open court on December 2, 1991, for the purpose of resolving all remaining issues with respect to all remaining parties to this action. After due consideration, it is ORDERED, ADJUDGED and DECREED by the Court as follows:

ONE: The claims of the Plaintiff against Defendants Ron Rockhill and Eastern Valley Trading Company, Inc. are hereby dismissed with prejudice, in accordance with the terms and conditions of that certain Pro Tanto Release and Settlement Agreement entered into among the Plaintiff, Ron Rockhill, and Eastern Valley Trading Company, Inc., dated December 2, 1991.

TWO: The claims of the Plaintiff against Defendants McCalla Land Company, Inc. and Thompson Properties, Inc. are hereby dismissed, with prejudice, in accordance with the terms and conditions of that certain Pro Tanto Release and Settlement Agreement entered into among the Plaintiff, McCalla Land Company, Inc., and Thompson Properties, Inc., dated December 4, 1991.

THREE: The Preliminary Injunction entered by this Court on May 23, 1988, as heretofore amended by orders entered on August 20, 1988, September 15, 1988, and September 16, 1988, is hereby made final pursuant to Rule 65

of the Alabama Rules of Civil Procedure; provided, however, the attorneys for the Plaintiff and the attorneys for the Defendants may from time to time agree, in writing, to release certain parcels of real estate from the terms of said Injunction for the purpose of satisfying the financial responsibilities of the Defendants to the Plaintiff. No such parcels shall be released unless and until the attorneys for the Plaintiff consent thereto in writing. Plaintiff's bond in the amount of \$15,000.00, originally posted to secure the Preliminary Injunction in this case, is hereby released.

FOUR: First Commercial Bank, one of the parties subject to this Court's Preliminary Injunction, shall pay to the attorneys for the Plaintiff, within ten (10) days from the date hereof, the sum of Nine Thousand Dollars (\$9,000.00). Upon such payment, said First Commercial Bank shall have no further obligations or liabilities to any party to this cause, with respect to its Account No. 0200019208, and any and all such claims related to such account are hereby declared to be released, satisfied and discharged.

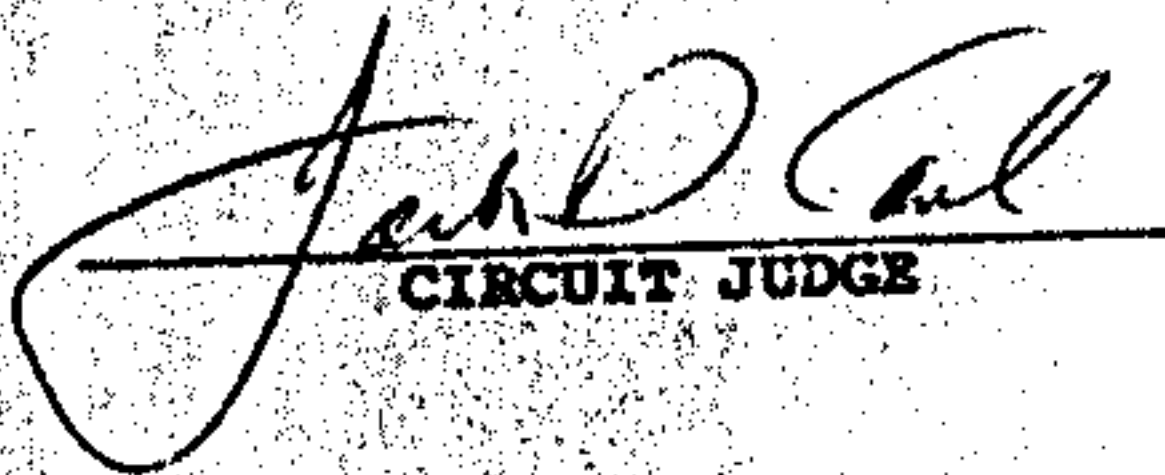
FIVE: J. Fred Wood, Jr. and/or Terry McElheny are hereby appointed Trustees of the Plaintiff, Thompson Properties 122-AA-056, Ltd., for the purpose of collecting and distributing to the Plaintiff and its limited partners the payments required to be made by the Defendants to the Plaintiff, and for the purpose of preparing and filing, or causing to be prepared and filed, any and all tax returns, schedules, or other documents related to any income to be received by the Plaintiff or its limited partners as a result of this Final Judgment. For the purposes hereof, Mr. Wood and/or Mr. McElheny are specifically authorized and empowered to employ and compensate such accountants as they may deem reasonably necessary for the accurate and timely preparation and filing of such returns, schedules or other documents.

SIX: The attorneys for the Plaintiff shall be paid, as compensation for their services, a fee equal to forty percent (40%) of any and all cash proceeds received by or on behalf of the Plaintiff as a result of or attributable to this Final Judgment, and the Pro Tanto Releases and Settlement Agreements referred to herein. Such fee shall be net of all out-of-pocket expenditures advanced by the law firm of Dominick, Fletcher, Yeilding, Wood & Lloyd, P.A., on behalf of the Plaintiff, which expenditures shall first be reimbursed.

SEVEN: All other claims, counterclaims or cross claims of the parties not specifically disposed of by the foregoing paragraphs of this Final Judgment are hereby dismissed, with prejudice.

EIGHT: Each party to this action shall bear his, her or its own costs.

DONE and ORDERED this 5th day of December, 1991.


CIRCUIT JUDGE

COPIES TO:

J. Fred Wood, Jr., Attorney
Terry McElheny, Attorney
Post Office Box 1387
Birmingham, Alabama 35201

Gary A. Parker, Attorney
1800 City Federal Building
Birmingham, Alabama 35203

Robert E. Cooper, Attorney
1700 Financial Center
Birmingham, Alabama 35203

Robert M. Couch, Attorney
Post Office Box 11746
Birmingham, Alabama 35202-1746

Dennis Schilling, Attorney
Post Office Box 55317
Birmingham, Alabama 35255-5317

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