

THIS INSTRUMENT WAS PREPARED BY:

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THE STATE OF ALABAMA )  
SHELBY COUNTY )

AGREEMENT AND CERTIFICATE  
OF LIMITED PARTNERSHIP OF  
PHILLIPS FAMILY LIMITED PARTNERSHIP

This AGREEMENT AND CERTIFICATE OF LIMITED PARTNERSHIP is made and entered into this 29th day of December, 1993, by and among LOUGENE PHILLIPS ("General Partner") and LOUGENE PHILLIPS, CHERYL LINDA DRISCOLL, TERRY R. PHILLIPS and DONALD H. PHILLIPS ("Limited Partners").

W I T N E S S E T H :

WHEREAS, the General Partner and Limited Partners desire to form a limited partnership under the laws of the State of Alabama called "PHILLIPS FAMILY LIMITED PARTNERSHIP" (hereinafter referred to as the "Limited Partnership"), for the following defined purposes; and

WHEREAS, the parties to this Agreement are desirous of confirming the existence of the said Limited Partnership by reducing to writing the terms, provisions and conditions relating to the conduct of the Limited Partnership and by defining the rights and obligations of the parties hereto;

NOW, THEREFORE, in consideration of the premises and of the mutual covenants and undertakings of the parties hereto, it is agreed as follows:

1. Name, Office, Agent for Service of Process and Partners' Names and Mailing Addresses:

1.1 Name: The name of this Limited Partnership shall be Phillips Family Limited Partnership.

1.2 Office: The street address of the office of said Limited Partnership and the mailing address of the Limited Partnership shall be: 4951 Valleydale Road, Birmingham, Alabama 35242.

12/31/1993-42091  
11:53 AM CERTIFIED  
SHELBY COUNTY JUDGE OF PROBATE  
020 MEL 57.50

Inst # 1993-42091

1.3 Agent for Service of Process: The Limited Partnership's agent for service of process shall be Lougene Phillips, whose street address is 4951 Valleydale Road, Birmingham, Alabama 35242.

1.4 Partners Names and Mailing Addresses: The name and mailing address of the General Partner is set forth in Section 4.1 hereof. The names and mailing addresses of the Limited Partners are set forth in Section 4.2 hereof.

2. Duration: The term of the Limited Partnership shall commence on the date of the filing of the Certificate and Agreement of Limited Partnership in the Office of the Judge of Probate of Shelby County, Alabama, and shall continue until December 31, 2050; provided, however, that the Limited Partnership shall be dissolved prior to such date (a) upon the sale or other disposition of all of the assets owned by the Limited Partnership unless prohibited from dissolving by law or by prior agreement of the Limited Partnership; or (b) as may be required by the Alabama Limited Partnership Act of 1983, as the same may be changed from time to time (the "Partnership Act").

3. Purpose and Description of Partnership Activity: The Limited Partnership is organized for the following purposes:

3.1 To acquire, own, manage, maintain, develop, improve, sell, exchange, lease, pledge or otherwise transfer, convey, or dispose of any real estate or personal property owned by the Limited Partnership.

3.2 To finance the cost of acquiring real estate and the construction of any improvements thereon;

3.3 To acquire fee and leasehold estates in real and personal property and the rights therein or appurtenant thereto, necessary, appropriate or incidental to the acquisition, ownership, management, maintenance, leasing and disposition of said real and personal property;

3.4 To borrow money and to evidence the same by notes or other evidences of indebtedness and to secure the same by mortgage, deed of trust, pledge or other lien or security interest in furtherance of any or all of the purposes of the Limited Partnership;

3.5 To enter into, perform and carry out contracts and agreements necessary, appropriate or incidental to the accomplishment of the purposes of the Limited Partnership; and

3.6 To do any other acts and things which may be necessary, appropriate or incidental to the carrying out of the

business and purposes of the Limited Partnership, subject to the terms and conditions of this Limited Partnership Agreement.

4. Capital Contributions:

4.1 General Partner: Lougene Phillips is hereby named as the General Partner of the Limited Partnership and, as such, shall contribute to the capital of the Limited Partnership that amount set forth below opposite her name for her partnership interest, payable in full as cash:

<u>Name and Address</u>	<u>Contribution</u>	<u>Percentage</u>
Lougene Phillips 4951 Valleydale Road Birmingham, Alabama 35242	\$ 1.00	1%

4.2 Limited Partners: The names and addresses of the Limited Partners and their respective capital contributions to the Limited Partnership is that amount set forth below opposite their respective names for their respective partnership interests, payable as cash:

<u>Name and Address</u>	<u>Contribution</u>	<u>Percentage</u>
Lougene Phillips 4951 Valleydale Road Birmingham, Alabama 35242	\$ 3.00	3%
Cheryl Linda Driscoll 3809 Bomar Drive Douglasville, Georgia 30135	\$ 32.00	32%
Terry R. Phillips 305 Angela Court Lexington, Kentucky 40515-4705	\$ 32.00	32%
Douglas H. Phillips 4951 Valleydale Road Birmingham, Alabama 35242	\$ 32.00	32%

Any additional Limited Partner who makes a capital contribution to the Limited Partnership as set forth in Section 4 hereof and who is admitted to the Limited Partnership after the execution of this Certificate and Agreement of Limited Partnership shall sign an amendment to this Certificate and Agreement of Limited Partnership, evidencing the consent and agreement of such additional Limited Partner to the terms set forth herein. The said amendment to the Certificate and Agreement of Limited Partnership shall be duly filed in the office of the Judge of Probate of Shelby County, Alabama. Additional Limited Partners may be admitted to the Limited Partnership only with the consent of the



General Partner, which consent may be withheld without cause or reason.

4.3 Summary of Capital Contributions: for the purposes of this Agreement, the capital of the Limited Partnership shall be deemed to include the initial contributions to the Limited Partnership made by the Partners and any other amounts subsequently contributed to the capital by the Limited Partners or the General Partner.

4.4 Capital Accounts: An individual capital account shall be maintained for each Partner (General as well as Limited Partners). The capital account of each Partner shall consist of such Partner's original contribution of capital, increased by (1) the amount of cash and the net fair market value of other property contributed by such Partner, and (2) such Partner's distributive share of taxable income and gains including income and gain exempt from tax and income and gain, as computed for book purposes, in accordance with Treasury Regulation §1.704-1(b)(2)(iv)(g), and decreased by (a) syndication expenses and organizational expenses described in Code §705(a)(2)(B), which have not been amortized for federal income tax purposes over 60 months, (b) distributions of cash and the net fair market value of other property to such Partner, (c) such Partner's distributive share of taxable losses, and (d) allocations of loss and deduction, including loss or deduction, computed for book purposes, as described in Treas. Reg. §1.704-1(b)(2)(iv)(g).

## 5. Profits, Losses and Distributions:

5.1 Profits and Losses: All profits and losses derived from the Limited Partnership, and each item of income, thereof, shall be allocated 99% to the Limited Partners and 1% to the General Partner.

5.2 Cash Distributions: All distributions of cash or property by the Limited Partnership to the Partners, with respect to the partnership interest held, shall be made according to the percentages set forth in Section 5.1 above in such amounts and at such times as shall be determined by the General Partner in her sole absolute discretion, except however, distributions to the Partners of net operating profits of the Partnership shall be made at least annually except that earnings may be retained by the Partnership and transferred to Partnership capital for the reasonable needs of the business as determined in the sole discretion of the General Partner.

## 6. Fiscal Matters:

6.1 Books of Account: Limited Partnership books, in which shall be entered fully and accurately each transaction of the

Limited Partnership, shall be maintained by the General Partner at the office of the Limited Partnership in accordance with the Partnership Act. Each Limited Partner shall upon reasonable request and at all reasonable times during ordinary business hours have the right to inspect and copy, at their expense, all such books and records and any other books and records of the Limited Partnership. In addition, the Limited Partnership shall maintain at its office the following records: (i) a current list of the full name and last known business or residence address of each Partner (which address shall be a street address); (ii) a copy of the Certificate and Agreement of Limited Partnership and all amendments thereto, together with executed copies of any powers of attorney pursuant to which any certificate of amendment thereto has been executed pursuant to the Partnership Act; (iii) copies of the Limited Partnership's federal, state, and local income tax returns and reports, if any, for the three most recent years; and (iv) copies of the Limited Partnership's financial statements for the three most recent years. The books shall be closed and balanced at the end of each accounting year, and, if deemed necessary by the General Partner, shall be audited for each accounting year by a Certified Public Accountant or a firm of Certified Public Accounts. Adequate reserves may be established, if needed, for annual accounting and legal fees, real estate taxes, insurance, and any other item for which reserves should be established, upon advice of accountants.

6.2 Financial Statements: Audited financial statements, if not otherwise provided, may be requested by any Limited Partner hereto, and shall be prepared and furnished to any such Limited Partner for the year requested; provided, however, that the Limited Partner requesting such audited financial statements shall bear the cost of the preparation of the audited financial statements to the extent such cost exceeds the cost of unaudited financial statements.

6.3 Annual Accounts: The business of the Limited Partnership shall be conducted on a calendar year basis, ending on the 31st day of December, and on that date a general accounting shall be taken of the assets and liabilities of the Limited Partnership, and of all other dealings and transactions of the same during the then preceding year.

6.4 Bank Accounts: All funds of the Limited Partnership shall be deposited in its name in such bank account or accounts as may be designated by the General Partner. Checks shall be drawn upon said account or accounts only for the purposes of the Venture and shall be signed by the General Partner.

7. Salaries and Interest on Capital Contributions: The General Partner, as compensation for her services, shall be entitled to such salary and additional compensation as may be mutually agreed upon by the General Partner and the Limited



Partner. In no event shall any Partner receive any interest on such Partner's contribution to the capital of the Limited Partnership.

8. Status of Limited Partners:

8.1 Liability: The liability of any Limited Partner is limited by such Limited Partner's capital contribution and a Limited Partner shall not be bound by, or be personally liable for, any expenses, liabilities or obligations of the Limited Partnership provided, however, that such capital contributions of a Limited Partner shall be subject to the risk of the business of the Limited Partnership and subject to the claims of the creditors of the Limited Partnership. In addition, (i) if any portion of a Partner's capital contribution to the Limited Partnership is returned to him in accordance with the terms of this Certificate and Agreement of Limited Partnership, such Partner will be liable to the Limited Partnership for a period of one year thereafter for the amount of the capital contribution returned to such Partner, but only to the extent that such returned capital is necessary to discharge the Limited Partnership's liabilities to creditors who extended credit to the Limited Partnership during the period such Partner's contribution was held by the Limited Partnership; and (ii) if any portion of a Partner's capital contribution to the Limited Partnership is returned to him in violation of the terms of this Agreement, such Partner will be liable to the Limited Partnership for six (6) years thereafter for the amount of the capital contribution wrongfully returned to such Partner. Nothing shall remove, diminish or affect the limitation of the liability of a Limited Partner as set forth herein. The Limited Partnership creditors shall have no right to look to and are hereby notified that they may not look to the personal estate of any Limited Partner hereof for satisfaction of a Limited Partnership debt.

8.2 Status of Partnership Interests: No Limited Partner shall have the right to withdraw the capital contribution made by such Limited Partner to the Limited Partnership, except as a result of the dissolution and winding up of the Limited Partnership, or as otherwise provided by this Agreement or provided by law. No Limited Partner shall have the right to bring an action for sale for division or partition against the Limited Partnership or against any Partner. No Limited Partner shall have the right to demand or receive property other than cash in return for such Limited Partner's contribution, either as to the return of contributions of capital or as to profits, losses or distributions.

8.3 Business of the Limited Partnership: A Limited Partner shall not take part in the conduct, management or control of the business of the Limited Partnership and shall have no right or authority to act for or bind the Limited Partnership in any manner whatsoever. Except as may be otherwise provided herein, a

Limited Partner shall not have the right to vote on any matter concerning the management and affairs of the Limited Partnership.

9. Loans by Partners to the Limited Partnership: If any of the Partners shall make an advance to the Limited Partnership of money under a loan, the principal and interest under any such loan shall be fully paid before any distribution of funds is made to the Partners under the provisions of this Certificate and Agreement of Limited Partnership. Should any of the Partners lend the Limited Partnership funds under this provision, such Partner shall be deemed a general creditor of the Limited Partnership and not a partner for the limited purpose of receiving the interest and principal on any such loan.

10. Management of the Limited Partnership, Powers and Duties of the General Partner:

10.1 The affairs of the Limited Partnership shall be managed and conducted by the General Partner in accordance with the applicable laws of the State of Alabama and subject to the terms and provisions of this Agreement. Except as otherwise provided in this Agreement, the General Partner shall have the exclusive right to manage the affairs of the Limited Partnership and handle all matters arising in connection therewith, and the Limited Partners shall not have the right to vote on any matters concerning the management and affairs of the Limited Partnership.

10.2 In addition to the other rights and powers which the General Partner may possess under law or by virtue of this Certificate and Agreement of Limited Partnership, the General Partner shall have all specific rights and powers required or appropriate to her management of the Limited Partnership business, which shall include, but not be limited to, the following rights and powers on behalf of the Limited Partnership, subject, however, in all events to the specific limitations set forth in this Agreement, including, but not limited to, the limitations of Section 10.3 hereof:

(a) to acquire, hold, sell, exchange and otherwise dispose of any real property, interest, therein, or appurtenance thereto, as well as personal or mixed property connected therewith, and other mixed or personal property, including the purchase, maintenance, exchange trade or sale of such property, at such price or amount, for cash, securities or other property, and upon terms as she shall deem, in her absolute discretion, to be in the best interest of the Limited Partnership;

(b) to borrow money on the general credit of the Limited Partnership for use in the Limited Partnership business and, if security is required therefor, to mortgage or subject to any other security device, all or any portion of the mortgage, security agreement or other security device, and to prepay, in



whole or in part, refinance, increase, modify, consolidate, or extend any mortgage, security agreement or other security device, all of the foregoing at such terms and at such amounts as she deems to be in the best interest of the Limited Partnership.

(c) to acquire or enter into any contract of insurance which the General Partner deems necessary and proper for the protection of the Limited Partnership, for the conservation of its assets, or for any purpose convenient or beneficial to the Limited Partnership;

(d) to employ, engage or contract with persons in the operation and management of the Limited Partnership business, including, but not limited to supervisory managing agents, building management agents, insurance brokers, real estate brokers, loan brokers, accountants and attorneys, on such terms and for such compensation as the General Partner shall determine;

(e) to construct such improvements on the real estate of the Limited Partnership as the General Partner may deem to be in the best interests of the Limited Partnership and to make such arrangements for the construction, financing and sale of such improvements as may, in the judgment of the General Partner, be in the best interests of the Limited Partnership;

10.3 The General Partner shall have all of the rights and powers and be subject to all of the restrictions and liabilities of partners in a partnership without limited partners, except as such rights and powers are restricted pursuant to this Agreement, and, in particular, the General Partner has no authority to:

(a) do any act in contravention of this Certificate and Agreement of Limited Partnership;

(b) do any act which would make it impossible to carry on the ordinary business of the Limited Partnership;

(c) confess a judgment against the Limited Partnership;

(d) possess Limited Partnership property or assign the rights of the Limited Partnership in specific Limited Partnership property for other than Limited Partnership purposes;

(e) admit a person as a General Partner except as otherwise provided in this Agreement;

(f) admit a person as a Limited Partner except as otherwise provided in this Agreement;

(g) continue the business with the Limited Partnership property after the retirement, death, incompetency,



withdrawal, removal, adjudication of bankruptcy or insolvency, dissolution or other cessation to exist of the Limited Partner.

10.4 Any person doing business with or otherwise dealing in any transaction whatsoever with the General Partner acting as such shall be entitled to rely fully on her power and authority to bind the Limited Partnership in that business or transaction. The General Partner shall have no liability to the Limited Partnership or to the Limited Partners for any mistakes or errors in judgment or for any act or omission believed by her in good faith to be within the scope of authority conferred upon her by this Certificate and Agreement of Limited Partnership, but she shall have liability only for acts of omissions involving her intentional wrongdoing as General Partner. The Limited Partnership shall indemnify and save harmless the General Partner, her agents and employees against and from any loss, liability or damage incurred as a result of any act or omission with respect to which she is protected under any provision of this Agreement.

10.5 Pursuant to Section 6221, et. seq., of the Internal Revenue Code of 1986, as amended, Lougene Phillips is hereby designated as the Tax Matters Partner of the Limited Partnership.

11. Disclosure Among Partners: The General Partner shall keep the Limited Partners informed generally of the transactions on behalf of the Limited Partnership performed by her and shall furnish to the Limited Partners, upon request, information and account of any and all transactions and matters within the knowledge of the General Partner affecting or relating to the business of the Limited Partnership. The General Partner shall specifically and properly inform the Limited Partners with respect to any proposed financing, sale or other disposition of the property of the Limited Partnership or any substantial portion thereof.

12. Withdrawal, Resignation, Transfer, Conveyance, Sale, Alienation or Assignment by General Partner:

12.1 The General Partner may, not, whether voluntarily or involuntarily, by dissolution, operation of law or otherwise, (i) withdraw or resign from the Limited Partnership or (ii) transfer, convey, sell, alienate or assign all of her interest in the Limited Partnership except with the consent of the Limited Partners who hold, in the aggregate, at least 51% of the interest in profits of the Limited Partnership. The withdrawal, resignation, transfer, conveyance, sale, alienation, assignment or other transfer by the General Partner of her interest in the Limited Partnership does not release her from any liability to the Limited Partnership.

12.2 Except as otherwise provided by the specific written consent of all Partners at the time, a General Partner shall cease to be a General Partner of the Limited Partnership upon the

happening of any of the events listed in Section 10- 9A-61 of the Partnership Act (hereinafter referred to as "Events of Withdrawal").

13. Transfer of a Limited Partner's Interest:

13.1 Except as otherwise agreed upon and as may be precluded by the laws of any applicable state and of the United States, a Limited Partner shall have the right to sell, assign, convey or exchange (collectively hereinafter referred to in this Section 13 as "assignment") the whole or any portion of such Limited Partner's interest in the Limited Partnership by a written assignment, the terms of which are not in contravention of any of the provisions of this Certificate and Agreement of Limited Partnership, which assignment has been fully executed by the assignor and assignee, and received by the General Partner and recorded on the books of the Limited Partnership; provided, however, any such assignment shall have the prior written approval of the General Partner and such approval shall be at the sole and absolute discretion of such General Partner, and the Limited Partnership shall obtain the opinion of counsel that such assignment will not:

(a) contravene the applicable provisions of laws, rules and regulations of the federal and state securities commissions; or

(b) result in a termination of the Limited Partnership or jeopardize the tax treatment of any material tax item.

13.2 The "effective date" of an assignment of such interest as used in this Section 13 shall be that date set forth on the written instrument of assignment. An assignor Limited Partner shall cease to be a Limited Partner of the Limited Partnership upon the effective date of the Assignment of such interest, and the assignee shall not become a substituted Limited Partner until the requirements of Substituted Limited Partners hereinbelow are satisfied. An assignment by any Limited Partner does not release the assignor from his liability to the Limited Partnership.

13.3 Anything herein to the contrary notwithstanding, both the Limited Partnership and the General Partner shall be entitled to treat the assignor of such interest as the absolute owner thereof in all respects, and shall incur no liability for distributions of cash or other property made in good faith to said assignor until such time as the written assignment has been received by and recorded on the books of the Limited Partnership.

13.4 An assignee of an interest in the Limited Partnership shall be entitled to receive distributions of cash or other property from the Limited Partnership attributable to such



interest acquired by reason of such assignment from and after the effective date of the assignment of such interest to said assignee, except as provided in Section 13.3 above. The net profits, losses and distributions attributable to such interest acquired by reason of such assignment shall be divided between and acquired by reason of such assignment shall be divided between and allocated to the assignor and assignee of such interest as of the effective date of the assignment of such interest and shall be allocated pro rata from the effective date of such assignment.

13.5 Upon the transfer of any interest in the Limited Partnership, the General Partner may elect to adjust the basis of the Limited Partnership assets pursuant to Section 754 of the Internal Revenue Code of 1986, as amended.

13.6 The death or incompetency of a Limited Partner shall not dissolve or terminate the Limited Partnership. In the event of such death or incompetency, the legal representatives of the deceased or incompetent Limited Partner shall become a substitute Limited Partner in the Limited Partnership and shall have all the rights and powers and be subject to all the restrictions and liabilities of the deceased or incompetent Limited Partner. The estate of the deceased or incompetent Limited Partner shall be liable for all of such Limited Partner's liabilities and obligations to the Limited Partnership as a Limited Partner.

14. Substituted Limited Partners: Subject to applicable regulations, no assignee of the whole or any portion of any interest in the Limited Partnership shall have the right to become a substituted Limited Partner in place of his assignor unless all of the following conditions are satisfied:

14.1 The assignor and assignee shall have executed and acknowledged a written instrument of assignment, together with such other instruments as the General Partner may deem necessary or desirable to effect the admission of the assignee as a Limited Partner, including, but not limited to, the proper execution and filing of an amendment to this Certificate and Agreement of Limited Partnership, evidencing the assignee's consent and agreement to the terms set forth herein.

14.2 Such instrument of assignment provided for herein shall have been delivered to and received by the General Partner.

14.3 The written consent of the General Partner approving the assignee as a Limited Partner shall be obtained.

14.4 A transfer fee has been paid to the Limited Partnership which is sufficient to cover all reasonable expenses connected with such assignment and admission.



15. Dissolution of Limited Partnership:

15.1 The Limited Partnership shall be dissolved and its affairs shall be wound up upon the happening of the first to occur of the following:

(a) termination of the Limited Partnership, as provided in Section 2 hereof;

(b) written consent of all Partners;

(c) an Event of Withdrawal of a General Partner (as defined in Section 12 hereof), unless at the time of the Event of Withdrawal there is at least one other General Partner or the provisions of Section 15.2 below are satisfied; or

(d) entry of a Decree of Judicial Dissolution.

15.2 If an Event of Withdrawal of a General Partner occurs at a time when there is no other General Partner, then the Limited Partnership shall be dissolved, unless within a period of ninety (90) days from the date of such Event of Withdrawal all Partners agree in writing to continue the business of the Limited Partnership and to the appointment of one or more successor General Partners. In the event of such succession, the successor General Partner(s) shall succeed to or shall acquire, as the case may be, the interest in the Limited Partnership of the former General Partner without further action by paying to the former General Partner or its assignees or representatives, as the case may be, the full fair market value of the former General Partner's interest in the Limited Partnership.

15.3 In the event the Limited Partnership is dissolved by reason of (i) an Event of Withdrawal of the General Partner as described in Section 15.2 above, and (ii) the failure of the Partners to select one or more successor General Partners in the manner provided in Section 15.2 above, then a special meeting of all the Partners shall be held at the office of the Limited Partnership for the purpose of appointing a Liquidating Partner to wind up the affairs of the Limited Partnership, liquidate its assets and distribute the proceeds therefrom. Such special meeting shall be held, without notice, on the 15th day after the happening of the event causing dissolution of the Limited Partnership, or if such day is a Sunday or a legal holiday, then on the first day immediately following the 15th day which is not a Sunday or a legal holiday.

15.4 Upon the happening of any event causing dissolution of the Limited Partnership under Section 15.1 above, a statement shall be prepared under the direction of the General Partner or the Liquidating Partner, as the case may be, setting forth the assets and liabilities of the Limited Partnership, and a copy of such

statement shall be furnished to all Partners within thirty (30) days after such event causing dissolution of the Limited Partnership. The General Partner or the Liquidating Partner, as the case may be, shall promptly take such action as is necessary so that the Limited Partnership's business shall be terminated, its liabilities discharged and its assets distributed as hereinafter described. A reasonable period of time shall be allowed for the orderly termination of the Limited Partnership's business, the discharge of its liabilities and the distribution of its remaining assets so as to enable the Limited Partnership to minimize the normal losses incurred in the liquidation process.

15.5 Upon the dissolution and winding up of the Limited Partnership, the assets of the Limited Partnership shall be sold for cash and any gain or loss resulting therefrom shall be allocated among the Partners as provided in Section 5.1 above. Such proceeds of the Limited Partnership shall be distributed in the following order of priority:

(a) to creditors (including Partners who are creditors) in satisfaction of the liabilities of the Limited Partnership, other than liabilities to existing and former Partners for distributions from the Limited Partnership;

(b) to existing and former Partners in satisfaction of liabilities to them, if any, for distributions from the Limited Partnership.

(c) to Partners in accordance with the positive balances in their respective capital accounts on the date of distribution until their capital accounts have been reduced to zero; and

(d) any remaining proceeds shall be distributed to the Partners in accordance with Section 5.1 above.

16. Notices: Any notices or document required or desired to be given to the General Partner or the Limited Partner or to the Limited Partnership shall be in writing and shall be deemed to be given (a) if to the Limited Partnership, when deposited in the United States mail, first class, postage prepaid, addressed to the Limited Partnership in care of the General Partner at the address of the Limited Partnership's office, and (b) if to the Partners, when delivered personally to those Partners, or their personal representative or successors in interest, or deposited in the United States mail, first class, postage prepaid, addressed to the Partners (or their personal representatives or their successors in interest) at the address shown for such Partner in Section 4 hereof.

17. Applicable Law: This Agreement and the rights of the parties hereunder shall be interpreted in accordance with the laws of the State of Alabama.

18. Entire Agreement: This writing constitutes the entire Agreement of the parties and supersedes any prior understandings or agreements among the parties with respect to the subject matter. There are no representatives, arrangements, understandings or agreements, oral or written, among the parties hereto relating to the subject matter of this Agreement, except those fully expressed herein.

19. Successors in Interests: Except as otherwise provided herein, all provisions of this Agreement shall be binding upon, inure to the benefit of and be enforceable by and against the respective heirs, executors, administrators, personal representative, successors and assigns of any of the parties to this Agreement.

20. Reproduced Copies: The typed copy or ribbon copy of this instrument was used to electro-statically reproduce the copies of this instrument which are being executed and signed by the parties. It is agreed and stipulated by all of the parties to this instrument that all of the parties hereto, are deemed and declared to be primary evidence of this said instrument and each executed and signed copy thereof shall be treated for all purposes as a duplicate original of this said instrument.

21. Captions: The captions or headings in this Agreement are made for convenience and general reference only and shall not be construed to describe, define or limit the scope or intent of the provisions of this Agreement.

IN WITNESS WHEREOF, the parties hereto have affixed their hands and seals on this the 29th day of December, 1993.

Lougene Phillips (SEAL)  
LOUGENE PHILLIPS

\_\_\_\_ (SEAL)  
CHERYL LINDA DRISCOLL

\_\_\_\_ (SEAL)  
TERRY R. PHILLIPS

Donald H. Phillips (SEAL)  
DONALD H. PHILLIPS



THE STATE OF ALABAMA )  
JEFFERSON COUNTY )

I, the undersigned, a Notary Public, in and for said County, in said State, hereby certify that Lougene Phillips and Donald H. Phillips, whose names are signed to the foregoing Agreement and Certificate of Limited Partnership of Phillips Family Limited Partnership, and who are known to me, acknowledged before me on this day that, being informed of the contents of same, they executed the same on the day the same bears date.

Given under my hand and official seal this the 30th day of December, 1993.

E. Kay Wallace  
NOTARY PUBLIC  
My Commission expires: 11-28-96

THE STATE OF GEORGIA )  
COBB COUNTY )

I, the undersigned, a Notary Public, in and for said County, in said State, hereby certify that Cheryl Linda Driscoll, whose name is signed to the foregoing Agreement and Certificate of Limited Partnership of Phillips Family Limited Partnership, and who is known to me, acknowledged before me on this day that, being informed of the contents of same, she executed the same on the day the same bears date.

Given under my hand and official seal this the \_\_\_\_ day of December, 1993.

\_\_\_\_\_  
NOTARY PUBLIC

My commission expires:

THE STATE OF KENTUCKY )  
FAYETTE COUNTY )

I, the undersigned, a Notary Public, in and for said County, in said State, hereby certify that Terry R. Phillips, whose name is signed to the foregoing Agreement and Certificate of Limited Partnership of Phillips Family Limited Partnership, and who is known to me, acknowledged before me on this day that, being informed of the contents of same, he executed the same on the day the same bears date.

Given under my hand and official seal this the \_\_\_\_ day of December, 1993.

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NOTARY PUBLIC

My commission expires:

17. Applicable Law: This Agreement and the rights of the parties hereunder shall be interpreted in accordance with the laws of the State of Alabama.

18. Entire Agreement: This writing constitutes the entire Agreement of the parties and supersedes any prior understandings or agreements among the parties with respect to the subject matter. There are no representatives, arrangements, understandings or agreements, oral or written, among the parties hereto relating to the subject matter of this Agreement, except those fully expressed herein.

19. Successors in Interests: Except as otherwise provided herein, all provisions of this Agreement shall be binding upon, inure to the benefit of and be enforceable by and against the respective heirs, executors, administrators, personal representative, successors and assigns of any of the parties to this Agreement.

20. Reproduced Copies: The typed copy or ribbon copy of this instrument was used to electro-statically reproduce the copies of this instrument which are being executed and signed by the parties. It is agreed and stipulated by all of the parties to this instrument that all of the parties hereto, are deemed and declared to be primary evidence of this said instrument and each executed and signed copy thereof shall be treated for all purposes as a duplicate original of this said instrument.

21. Captions: The captions or headings in this Agreement are made for convenience and general reference only and shall not be construed to describe, define or limit the scope or intent of the provisions of this Agreement.

IN WITNESS WHEREOF, the parties hereto have affixed their hands and seals on this the 29<sup>th</sup> day of December, 1993.

\_\_\_\_\_  
LOUGENE PHILLIPS (SEAL)

Cheryl Linda Driscoll  
CHERYL LINDA DRISCOLL (SEAL)

\_\_\_\_\_  
TERRY R. PHILLIPS (SEAL)

\_\_\_\_\_  
DONALD H. PHILLIPS (SEAL)



THE STATE OF ALABAMA )  
JEFFERSON COUNTY )

I, the undersigned, a Notary Public, in and for said County, in said State, hereby certify that Lougene Phillips and Donald H. Phillips, whose names are signed to the foregoing Agreement and Certificate of Limited Partnership of Phillips Family Limited Partnership, and who are known to me, acknowledged before me on this day that, being informed of the contents of same, they executed the same on the day the same bears date.

Given under my hand and official seal this the \_\_\_\_ day of December, 1993.

\_\_\_\_\_  
NOTARY PUBLIC

THE STATE OF GEORGIA )  
COBB COUNTY )

I, the undersigned, a Notary Public, in and for said County, in said State, hereby certify that Cheryl Linda Driscoll, whose name is signed to the foregoing Agreement and Certificate of Limited Partnership of Phillips Family Limited Partnership, and who is known to me, acknowledged before me on this day that, being informed of the contents of same, she executed the same on the day the same bears date.

Given under my hand and official seal this the 29th day of December, 1993.

  
\_\_\_\_\_  
NOTARY PUBLIC

My commission expires:

Notary Public, Douglas County, Georgia  
My Commission Expires July 14, 1995

17. Applicable Law: This Agreement and the rights of the parties hereunder shall be interpreted in accordance with the laws of the State of Alabama.

18. Entire Agreement: This writing constitutes the entire Agreement of the parties and supersedes any prior understandings or agreements among the parties with respect to the subject matter. There are no representatives, arrangements, understandings or agreements, oral or written, among the parties hereto relating to the subject matter of this Agreement, except those fully expressed herein.

19. Successors in Interests: Except as otherwise provided herein, all provisions of this Agreement shall be binding upon, inure to the benefit of and be enforceable by and against the respective heirs, executors, administrators, personal representative, successors and assigns of any of the parties to this Agreement.

20. Reproduced Copies: The typed copy or ribbon copy of this instrument was used to electro-statically reproduce the copies of this instrument which are being executed and signed by the parties. It is agreed and stipulated by all of the parties to this instrument that all of the parties hereto, are deemed and declared to be primary evidence of this said instrument and each executed and signed copy thereof shall be treated for all purposes as a duplicate original of this said instrument.

21. Captions: The captions or headings in this Agreement are made for convenience and general reference only and shall not be construed to describe, define or limit the scope or intent of the provisions of this Agreement.

IN WITNESS WHEREOF, the parties hereto have affixed their hands and seals on this the \_\_\_\_\_ day of \_\_\_\_\_, 1993.

\_\_\_\_\_  
LOUGENE PHILLIPS (SEAL)

\_\_\_\_\_  
CHERYL LINDA DRISCOLL (SEAL)

  
TERRY R. PHILLIPS (SEAL)

\_\_\_\_\_  
DONALD H. PHILLIPS (SEAL)

THE STATE OF KENTUCKY )  
FAYETTE COUNTY )

I, the undersigned, a Notary Public, in and for said County, in said State, hereby certify that Terry R. Phillips, whose name is signed to the foregoing Agreement and Certificate of Limited Partnership of Phillips Family Limited Partnership, and who is known to me, acknowledged before me on this day that, being informed of the contents of same, he executed the same on the day the same bears date.

Given under my hand and official seal this the 30th day of December, 1993.

Gina Crutcher Morse  
NOTARY PUBLIC

My commission expires: 11-12-94

Inst # 1993-42091

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12/31/1993-42091  
11:53 AM CERTIFIED  
SHELBY COUNTY JUDGE OF PROBATE  
020 MEL 57.50