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**CERTIFICATE OF LIMITED PARTNERSHIP & AGREEMENT
OF
Longview Farms Limited Partnership**

THIS LIMITED PARTNERSHIP AGREEMENT is made and entered into as of 18 day of October, 1999, by and among Mary Ellen Murphy, an individual (hereinafter referred to as "General Partner") and William Dennis Murphy and Mary Ellen Murphy (referred to individually as "Limited Partner"). The General Partner and Limited Partner are sometimes hereinafter collectively referred to as the "Partners" or individually as a "Partner."

WITNESSETH:

WHEREAS, to facilitate the ownership and management of certain assets the parties hereto desire to form a limited partnership ("Partnership") pursuant to the Alabama Limited Partnership Act of 1997, for the purposes and under the terms and conditions hereinafter set forth.

NOW, THEREFORE, the parties hereby covenant and agree as follows:

1. **Definitions.** Within the context of this Agreement, the following terms shall have the following meanings unless otherwise expressly provided herein, or unless the context otherwise requires. The singular shall include the plural and the masculine gender shall include the feminine and neuter, and vice versa, as the context requires.

"Act" shall mean the Alabama Limited Partnership Act of 1997, as now or hereafter amended.

"Agreement" shall mean this Limited Partnership Agreement of Longview Farms Limited Partnership, as the same may be hereafter amended from time to time.

"Assignee" means a person who has acquired all or a portion of an interest in a Partnership Interest by assignment as of the date the assignment of the Partnership Interest has become "effective." As used in this Agreement, the assignment of a Partnership Interest becomes "effective" as of the date on which all of the requirements of an assignment expressed in this Agreement, particularly Article 9, shall have been met. An Assignee has only the rights granted under Section 9.10 of this Agreement.

"Appraisal" means, unless the context indicates otherwise, a written valuation report by an Appraiser that describes and values the fair market value of an ownership interest in the Partnership.

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"Appraiser" means a person or firm qualified to perform business Appraisals of partnerships and ownership interests in the partnerships.

"Business" shall mean the business of the Partnership as described in Section 2.03 hereof.

"Cash from Operations" for any Year of the Partnership, shall mean all cash receipts of the Partnership, less

(a) all principal and interest payments on any loans to the Partnership, and all other sums paid to lenders;

(b) all cash expenditures (including expenditures for taxes, management fees, maintenance, capital improvements, acquisitions of additional Partnership Property and any fees paid to the General Partners hereunder) incurred incident to the normal organization, operation, expansion and development of the Partnership's Business;

(c) amounts placed into Reserves, if any, maintained by the General Partners.

Depreciation and other non-cash charges and distributions to Partners shall not be considered in determining Cash from Operations. Any available cash in reduction of any capital reserve not considered a return of capital shall be considered Cash from Operations.

"Code" shall mean the Internal Revenue Code of 1986, as now or hereafter amended.

"Contributed Property" means any property contributed to the Partnership.

"Commencement Date" shall mean the date the Certificate of Limited Partnership of the Partnership is filed for record in the Office of the Secretary of State of Alabama in accordance with the Act.

"Descendants" shall include only blood relatives. For all purposes hereunder, an adopted person shall not be considered a Descendant for purposes of this agreement. A person born out of wedlock and those claiming through that person shall be deemed to be Descendants (i) of the natural mother and her ancestors, and (ii) if the natural father acknowledges paternity, of the natural father and his ancestors, unless in either case (i) and (ii) above, a decree of adoption has terminated such natural parent's parental rights.

"Family" shall mean William Dennis Murphy, Mary Ellen Murphy and their Descendants.

"Family Assets" means all Property owned by the Family, individually or in combination with others, which has been contributed to or acquired by the Partnership.

"General Partner" or **"General Partners"** shall mean the Person designated as General Partner on Schedule A and any successor General Partner(s) pursuant to the terms of this Agreement, but does not include any person who has ceased to be a General Partner in the Partnership.

"General Partnership Interest" shall mean the ownership interest of each General Partner in the capital and profits of the Partnership.

"Limited Partner" or **"Limited Partners"** shall mean the Person(s) admitted to the Partnership as original, additional or substituted Limited Partners as reflected on Schedule A as amended.

"Limited Partnership Interest" shall mean the ownership interest of a Limited Partner in the capital and profits of the Partnership.

"Majority in Interest of the General Partners" shall mean the General Partner(s) holding a majority of the outstanding General Partnership Interests.

"Majority in Interest of the Limited Partners" shall mean the Limited Partner(s) holding a majority of the outstanding Limited Partnership Interests.

"Net Income" and "Net Losses" For each fiscal year or other period, an amount equal to the Partnership's taxable income or loss for such year or period, determined in accordance with Code Section 703(a)(for this purpose, all items of income, gain, loss, or deduction required to be stated separately pursuant to Code Section 703(a)(1) shall be included in taxable income or loss). Notwithstanding any other provisions of this Agreement, any items which are specially allocated pursuant to the Treasury Regulations promulgated under Section 704(b) of the Code shall not be taken into account in computing Net Income or Net Losses.

"Partners" shall include both General Partners and Limited Partners.

"Partnership" shall refer to the Partnership created under this Agreement.

"Partnership Interest" for any Partner shall mean the interest of a Partner in the Partnership, as set forth in Sections 3.01 and 3.02 hereof, as subsequently adjusted from time to time pursuant to the terms hereof.

"Partnership Property" shall refer to all property owned by the Partnership whether real or personal, or whether now or hereafter acquired.

"Reserves" shall mean the amount deemed necessary by the General Partners to meet the needs of the Business, including but not limited to, the payment of taxes, insurance, debt amortization, repairs, leasehold improvements and all other costs and expenses incident to the ownership, operation, maintenance and expansion of the Business which shall become due and

payable within any period and for which the cash to make such payments may not be generated by operations during such period.

"60 Percent in Interest" means those Partners whose aggregate units equal sixty percent (60%) or more of the units of all Partners.

"Substitute Partners" shall mean such Persons as are admitted to the Partnership pursuant to Section 9.08 hereof.

"Tax Matters Partner" shall mean for purposes of Code Section 6222 et. seq., the General Partner who is designated herein to act on behalf of the Partnership in administrative and judicial proceedings relating to the determination of Partnership items of income, deduction, allocation and credit, or any other matter relating to federal income taxation involving the Partnership.

"Year of Limited Partnership" or **"Year"** shall mean an annual accounting period ending December 31 of each year or part thereof during the term of this Agreement.

2. Organization.

2.01 Formation. The General Partners and the Limited Partners hereby form a limited partnership pursuant to the provisions of the Act to engage in the Business described in Section 2.03 hereof. The rights and obligations of the Partners, to the extent not provided for herein, shall be governed by the provisions of the Act.

2.02 Name. The name of the Partnership shall be Longview Farms Limited Partnership. The Partnership shall do business under such name.

2.03 Business, Purpose and Authority. The purpose of the Partnership is to make a Profit, increase wealth, and provide a means for the Family to become knowledgeable of, manage, and preserve Family Assets. The Partnership will accomplish the following:

- (a) provide resolution of any disputes which may arise among the Family in order to preserve family harmony and avoid the expense and problems of litigation;
- (b) maintain control of Family Assets;
- (c) consolidate fractional interests in Family Assets;
- (d) increase Family wealth;
- (e) establish a method by which annual gifts can be made without fractionalizing Family Assets;

- (f) continue the ownership of Family Assets and restrict the right of non-Family to acquire interests in Family Assets;
- (g) provide protection to Family Assets from claims of future creditors against Family members;
- (h) prevent the transfer of a Family member's interest in the Partnership as a result of a failed marriage;
- (i) provide flexibility in business planning not available through trusts, corporations, or other business entities;
- (j) facilitate the administration and reduce the cost associated with the disability or probate of the estate of Family members; and
- (k) promote the Family's knowledge of and communication about Family Assets.

The Partnership is authorized to engage in all business permitted by the Act. If the Partnership qualifies to do business in a foreign jurisdiction, then it may transact all business permitted in that jurisdiction. There is no jurisdictional restriction upon Property or activity of the Partnership. The Partnership may acquire, own, lease, operate, manage, mortgage, encumber, develop, invest, sell and otherwise maintain and deal with the Partnership Property, including the proceeds of the sale of all or part of the Partnership Property; and to engage in such other activities related either directly or indirectly to the foregoing as may be necessary, advisable or convenient to the promotion or conduct of the affairs of the Partnership. To accomplish the partnership purposes, the Partnership has, but is not limited to, the following authority:

- (l) to engage in farming and ranching business; acquire, own, hold, develop, and operate farm and ranching properties, either as operator, managing agent, principal, agent, partner, stockholder, syndicate member, associate, joint venturer, participant, or otherwise; invest in and raise funds for farming and ranching; purchase, construct, acquire, own, develop, operate, lease, mortgage, pledge, sell or otherwise dispose of crops, livestock, and facilities; and do anything necessary or incident to farming and ranching;
- (m) to engage in the real estate business; acquire, own, hold, develop, and operate real estate properties, either as operator, managing agent, principal, agent, partner, stockholder, syndicate member, associate, joint venturer, participant, or otherwise; invest in and raise funds for real estate

development and operation; purchase, construct, acquire, own, develop, operate, lease, mortgage, pledge, sell or otherwise dispose of buildings, fixtures, and improvements; and do anything necessary or incident to the real estate business;

- (n) to purchase, sell, invest and deal in the following: stocks, bonds, notes, evidences of indebtedness of any Person, domestic or foreign, bonds and any other obligations of any governmental entity, domestic or foreign, bills of exchange and commercial paper, and any other securities; and gold, silver, grain, cotton, and other commodities and provisions usually dealt on exchanges or over-the-counter markets;
- (o) to invest Partnership Property or carry on of trade or business, form all types of business entities or trusts; or acquire general or limited partnership interests in a partnership, membership interests in a limited liability company or a joint venture, shares in a corporation, or interests in any syndication;
- (p) to buy, sell, lease, and deal in services, personal property, and real property; and engage in any other trade, business, or investment activity;
- (q) to buy, sell, trade, exchange, acquire, transfer, assign, lease, develop, manage, and operate oil, gas and other mineral interests, either alone or together with others;
- (r) to operate any lawful business enterprise which accomplishes other Partnership Purposes;
- (s) to guarantee the financial transactions of others, with or without charging a fee;
- (t) to borrow and lend money; and, unless prohibited, allow a Partner to lend money to and transact other business with the Partnership or Partners;
- (u) to invest and reinvest any of the Property or income of the Partnership, whether or not the original purpose for the investment has been accomplished, and it being understood that, until the end of the term of the Partnership, the investment objectives of this Partnership are to continue until the Partnership is dissolved and its affairs wound up;

- (v) to purchase, lease, acquire, sell or dispose of machinery, equipment, buildings and other depreciable property;
- (w) to purchase, lease, acquire, hold, operate, sell, lease or dispose of full or fractional interests in improved or unimproved real and personal property;
- (x) to borrow or raise money by the issuance, acceptance, endorsement or execution of notes, drafts, bills of exchange, warrants, bonds, debentures, instruments or evidences of indebtedness, securing the indebtedness by mortgage, pledge, transfer or assignment in trust of all or any part of the Property; and by selling, pledging or disposing of obligations of the Partnership;
- (y) to operate one or more offices, lease or acquire office space, engage personnel and do all things necessary to operate the office;
- (z) to carry insurance as the General Partners may deem necessary and appropriate;
- (aa) to make, enter into, deliver and perform all contracts, agreements or undertakings, pay all costs and expenses and perform all acts deemed appropriate by the General Partners to carry out the Partnership Purposes. The General Partners may take any action permitted by this Agreement and the Act to accomplish the Partnership Purposes. This shall include any act customary or reasonably related to the acquisition, ownership, management, sale, investment, reinvestment, or financing of the Partnership Property. These customary activities shall include, but not be limited to, buying and selling options, short sales, hedging, and purchases on margin.

2.04 Principal Office and Registered Agents. The principal office of business of the Partnership shall be located at _____ at which place its books and records shall be maintained, or at such other place as the General Partners may from time to time determine, notice of which shall be given to all Partners. The Registered Agent at that address is Mary Ellen Murphy.

2.05 Term. The Partnership is to exist from the Commencement Date until the earliest of (i) the decision of the General Partners to terminate the Partnership, (ii) as otherwise provided in accordance with the provisions of this Agreement, or (iii) July 4, 2076.

3. Contributions.

3.01 General Partners. The initial capital contribution and the Partnership Interest of each General Partner is as follows:

<u>General Partner</u>	<u>Value of Capital Contribution</u>	<u>Partnership Interest</u>	
Mary Ellen Murphy	See Schedule A	2%	2 units

3.02 Limited Partners. The initial capital contribution and the Partnership Interest of each Limited Partner is as follows:

<u>Limited Partner</u>	<u>Value of Capital Contribution</u>	<u>Partnership Interest</u>	
Mary Ellen Murphy	See Schedule A	49%	49 units
William Dennis Murphy	See Schedule A	49%	49 units

The real and personal property contributed on or around the date hereof to the Partnership by the Partners in exchange for their respective Partnership Interests is described on Schedule "A" attached hereto.

3.03 Additional Capital Contributions. The General Partners may from time to time make additional capital contributions to the Partnership. Likewise, any Limited Partner with the consent of the General Partners may make additional capital contributions to the Partnership. Unless otherwise agreed by the General Partners and the contributing Partner, in the event of any such capital contribution, the General Partnership Interest and/or Limited Partnership Interest of the contributing partner will be increased based on the fair market value of such contribution relative to the total fair market value of all other assets of the Partnership and the Partnership Interest of all non-contributing Partners will be diluted accordingly on a pro rata basis based on their respective Limited Partnership Interests or General Partnership Interests, respectively, in the Partnership. The General Partners shall determine the percentage interest adjustments in the General Partners' good faith reasonable discretion.

3.04 Interest on Contributions. No interest shall be paid on any contribution to the capital of the Partnership. However, any advance of money authorized by the General Partner to the Partnership by any Partner in excess of the amounts provided for in this Agreement as a Partner's initial capital contribution (other than as an additional capital contribution under Section 3.03 hereof) shall not be deemed a Partner's investment in the capital of the Partnership, but a debt due from the Partnership, and shall be repaid with interest at such rates and times as determined by the General Partners, not to exceed the lawful rates of interest allowable under Alabama law for loans to a limited partnership and for the purpose made. Such debts may have

such preference, priority or security position as may be permissible under law and as may be determined by the General Partners.

3.05 Withdrawal and Reduction of Capital. No Partner shall have the right to withdraw or receive the return of all or any part of his capital account except as a result of dissolution or as otherwise provided in this Agreement. No Limited Partner shall have the right to demand and receive property other than cash in return for his capital contribution or have priority as to such contribution over any other Partner, except to the extent otherwise specifically provided herein.

3.06 Capital Accounts. A capital account shall be maintained for each Partner in accordance with the federal income tax accounting principles of Sections 704(b) and 704(c) of the Code and all Treasury Regulations, including Temporary Regulations promulgated thereunder, all as amended from time to time. Consistent with the foregoing, the capital account of each Partner shall be credited with the capital contributions made in respect of the interest of such Partner plus his share of the Net Income of the Partnership allocated to his interest, and less his share of the Net Losses of the Partnership allocated to his interest, and less distributions of cash and the fair market value of all distributions of property made to him by the Partnership (determined as of the date of such distribution). This Agreement is intended to comply and shall be interpreted in a manner consistent with Code Sections 704(b) and 704(c) and all Treasury Regulations, including Temporary Regulations, issued thereunder. In the event the General Partners shall determine that it is prudent to modify the manner in which the Capital Accounts, or any debits or credits thereto (including, without limitation, debits or credits relating to liabilities that are secured by contributed or distributed property or that are assumed by the Partnership or the Partners), are computed in order to comply with such Treasury Regulations, the General Partner may make such modifications as the General Partners deem reasonably necessary. The General Partners shall also (i) make any adjustments that are necessary or appropriate to maintain equality between the Capital Accounts of the Partners and the amount of Partnership capital reflected on the Partnership's balance sheet, as computed for book purposes in accordance with Treasury Regulations Section 1.704-1(b)(2)(iv)(9), and (ii) make any appropriate modifications in the event unanticipated events might otherwise cause this Agreement not to comply with Treasury Regulations § 1.704-1(b).

3.07 Additional Assessments. The interest of a Limited Partner shall not be subject to additional assessments by the General Partners unless the General Partners and a Majority in Interest of the Limited Partners otherwise agree and such assessment is made against all Partners in proportion to each Partner's Partnership Interest. In such event, the Partnership Interest of all non-contributing Partners, if any, including the General Partners, will be diluted accordingly on a pro rata basis based upon their respective Limited Partnership Interests or General Partnership Interests, respectively, in the Partnership.

3.08 Deficit Capital Accounts. If a General Partner has a deficit in his capital account immediately following the distribution of liquidation proceeds pursuant to Section 10.02, then he shall be required to restore the amount of such deficit by paying the amount thereof to the

Partnership for disposition in accordance with the Treasury Regulations under Section 704(b) of the Code.

4. Distributions and Allocations - Cash from Operations.

4.01 Cash from Operations. Cash from Operations for each Year of the Partnership shall be allocated among the Partners in accordance with each Partner's respective Partnership Interest, and distributed according to Section 4.04 infra.

4.02 Allocation of Net Income, Net Losses and Other Tax Credits and Items. Net Income, Net Losses and all other tax credits and items of the Partnership during each Year of the Partnership shall be allocated to the Partners in accordance with each Partner's respective Partnership Interest.

4.03 Pro Rata Distribution. The amounts distributed to the Partners collectively shall be shared among them on a pro rata basis according to the Partnership Interest held by each Partner.

4.04 Timing of Distributions. All distributions which shall be made in accordance with this Section 4 shall be distributed to the Partners at such intervals as the General Partners determine to be advantageous and practical for the Partnership.

4.05 Fees; Reimbursements; and Indemnification.

(a) Except as provided below and in Section 5 hereof, the Partners shall receive reasonable compensation for services rendered to or on behalf of the Partnership.

(b) The General Partners shall be entitled to reimbursement by the Partnership for all expenses reasonably incurred in connection with the performance of the General Partner's duties under this Agreement. In addition, the General Partners shall be reimbursed for all costs and expenses incurred incident to the formation of the Partnership.

4.06 Tax Matters Partner. The Tax Matters Partner shall be entitled to reimbursement by the Partnership for all expenses reasonably incurred by him or her in representing the Partnership in any administrative or judicial proceeding relating to the tax treatment of Partnership items. If the Tax Matters Partner institutes a proceeding in the United States District Court or Claims Court, and is thereby required by statute to make a deposit, that amount will be advanced by the Partnership to the Tax Matters Partner. Upon conclusion of the proceeding, the Tax Matters Partner will repay, without interest, such portion of the amount advanced as is returned by the Internal Revenue Service, unless interest is paid by the Internal Revenue Service in which event the same amount will be remitted to the Partnership. The General Partners may designate from time to time, a Tax Matters Partner. The initial Tax Matters Partner shall be Mary Ellen Murphy.

5. **Management of the Partnership.**

5.01 Provisions Pertaining to General Partners and Limited Partners. The following provisions shall govern the relationship between and the rights and duties of the Partners:

(a) **Title to Properties.** The legal title to Partnership Property or interests therein shall be owned, held or operated either (i) in the name of the Partnership or (ii) in the name of the General Partners as nominee for the Partnership and solely for the benefit of the Partnership pursuant to the terms, conditions and provisions of this Agreement.

(b) **Relationship of Partners.** Nothing herein contained shall be construed to constitute any Partner the agent, servant or employee of any other Partner, except as specifically provided in this Agreement, or to limit in any manner the Partners or their respective trustees, agents, servants, and employees in carrying on their own respective businesses or activities.

(c) **Terms of Leases and Other Agreements.** The Partnership shall have the power to enter into leases and other agreements for a period of years extending beyond the term of this Agreement, and dissolution of the Partnership for any reason shall not shorten the term of any leases entered into by or on behalf of the Partnership.

(d) **Detrimental Acts.** No Partner shall do any act detrimental to the best interests of the Partnership or which would make it impossible to carry on the ordinary business of the Partnership.

(e) **Self-Dealing.** Except with the consent of the General Partners, no Partner, on behalf of the Partnership, shall employ, engage, contract or otherwise deal with itself or any firm, corporation or other person in which it may have an interest or with which it may be affiliated; provided, however, that any such interested party may be retained or employed without such express consent if such retention or employment is accomplished on a commercially reasonable basis, on the same or similar material terms and conditions as a similarly situated independent third party. This Section 5.01(e) shall apply with equal force to each Partner.

(f) **Banking.** All funds of the Partnership shall be deposited in a separate bank account or accounts in the name of the Partnership at such banking institutions as may be determined from time to time by the General Partners to be necessary or desirable for the operation of the business of the Partnership. Withdrawals from such account or accounts shall be made upon checks or other withdrawal orders executed by a General Partner. The signatures of the General Partners or such agents of the Partnership as shall be designated by the General Partners shall be honored for banking purposes.

5.02 Powers of the General Partners. The management and control of the Business and assets of the Partnership shall be vested in the General Partners. Any reference in this Agreement to an action, decision, vote or other activity by the General Partners shall be

decided by and controlled by a Majority in Interest of the General Partners. The powers set forth herein are in addition to, and not in limitation of, any powers or authority which the General Partners may have or exercise under the Act and shall include, but not be limited to, the powers to:

(a) Authorize all actions with respect to distributions of cash or property from the Partnership;

(b) Charge the Partnership for legal, outside accounting and other out-of-pocket fees, taxes, costs and expenses incurred in connection with operation of the Partnership Business, including, without limitation, all expenses incurred incident to obtaining bank financing of Partnership Business and the audit of the Partnership's tax returns and any administrative and judicial proceedings resulting therefrom;

(c) Execute and deliver such deeds, assignments, bills of sale, releases, leases, contracts of all kinds, and other instruments of any kind or character which the General Partners may deem advisable;

(d) Except as hereinafter provided, borrow funds from time to time for the Business of the Partnership upon terms and conditions acceptable to the General Partners, including obtaining loans from the General Partners if made at the prevailing interest rate for similar loans, and entering into, and executing all agreements, affidavits, powers of attorney, transfers, pledges, assignments, assurances and other papers on behalf of the Partnership that are necessary or required by the lender.

(e) Negotiate and enter into management agreements with any other Persons with respect to the Business of the Partnership;

(f) Sell, lease, exchange, invest, refinance, pledge or otherwise dispose of all or substantially all of the property and assets of the Partnership;

(g) Pay any indebtedness of the Partnership, including indebtedness to the General Partners;

(h) Employ such persons as the General Partners may deem advisable to perform services for the Partnership and compensate such persons in such amounts and in such manner as the General Partners may determine;

(i) Make such elections for federal and state income tax purposes as partnerships may be now or hereafter authorized to make under the Code and regulations thereunder or the revenue laws of any state under whose jurisdiction the Partnership is subject, including the revocation or modification of any prior election;

(j) Open in the name of the Partnership, and thereafter maintain with one or more banks or savings institutions, or major money market liquid asset fund, a bank

account or accounts in which shall be deposited all the cash of the Partnership; provided, however, under no circumstances shall the funds of the Partnership be commingled with the funds of the General Partners or the funds of any other person;

(k) Delegate any ministerial duties of the General Partners to any of the other Partners or to any other individual or entity whom the General Partners reasonably see fit to perform such duties.

5.03 Reliance of Third Parties. Any person doing any business with or otherwise dealing in any transaction whatsoever with the General Partners shall be entitled to rely on the General Partners' power and authority to bind the Partnership in that business or transaction.

5.04 Death, Disability or Resignation of General Partner. The General Partners each agree not to withdraw as a General Partner of the Partnership without the prior written consent of a majority in interest. Any withdrawal shall be effective upon the later of (1) thirty (30) days after the necessary written consent is given by a majority in interest or (2) the date specified in the written consent. Upon the withdrawal, the Partnership Interest held by the General Partner seeking to withdraw and classified as a General Partner interest shall be converted to a Limited Partner interest and thereafter, such Partner shall be a Limited Partner for all purposes under this Agreement.

(a) If a General Partner withdraws in violation of this section, the withdrawal will be treated as a breach of this Agreement and the Partnership may recover damages from the withdrawing Partner, including the reasonable cost of obtaining replacement of the services the withdrawing Partner was obligated to perform. The Partnership may, in addition to pursuing any remedies otherwise available under applicable law, recover from the withdrawing Partner by offsetting any damages against any amount otherwise distributable to the withdrawing Partner, reducing the Limited Partner interest into which the withdrawing General Partner's interest may be converted, or both.

(b) If a General Partner withdraws in violation of this section, the Partnership Interest held by such Partner as a General Partner shall automatically be converted to that of a Limited Partner. If, for any reason, a withdrawal is of a sole General Partner, the Partnership Interest held by such Partner as a General Partner shall automatically be converted to that of a Limited Partner effective immediately after the succession of new General Partners. The resulting Limited Partner interest of the withdrawn General Partner may be reduced pro rata with all other Partners to provide compensation or an interest in the Partnership, or both, to a successor General Partner selected from outside the Partnership. The withdrawn General Partner shall thereafter have no voting rights in the Partnership, in which case "majority in interest" shall thereafter for all purposes mean at least fifty-one percent (51%) of the Sharing Ratios remaining after excluding the Sharing Ratio of the withdrawn General Partner. The Partnership shall have the unilateral option to acquire the entire interest of the withdrawn General Partner.

(c) If Mary Ellen Murphy ceases to serve as a General Partner for any reason, then, without any amendment to this Agreement, the following persons will serve as successor General Partners: W. Dennis Murphy, Jr. and William Dennis Murphy, or the survivor of them. Prior to the withdrawal of all multiple General Partners or the withdrawal of a sole General Partner serving without a Designated Successor General Partner, additional General Partners or Designated Successor General Partners may be appointed by the consent of all then serving General Partners. If a General Partner, serving alone, withdraws or ceases to serve for any reason and there are no Designated Successor General Partners remaining, then without amendment to this Agreement, all the remaining Partners may continue the business of the Partnership and appoint one or more new General Partners effective as of the date of withdrawal of the withdrawing General Partner. Any Designated Successor General Partner will not have the duties nor the liability of a General Partner until such time as the successor actually assumes the position of a General Partner. A General Partner who ceases to be a General Partner will not be personally liable for the debts and obligations of the Partnership incurred following the termination of his service as a General Partner.

6. Duties of General Partners.

6.01 General Duties. The General Partners shall manage or cause to be managed the affairs of the Partnership in a prudent and business-like manner and a General Partner shall devote such part of such General Partner's time to the Partnership affairs as is reasonably necessary for the conduct of such affairs; provided, it is expressly understood and agreed that a General Partner shall not be required to devote the General Partner's entire time or attention to the Partnership Business. A General Partner shall be entitled to the rights provided by the Act and as set forth elsewhere herein and shall not in any way be prohibited from or restricted in engaging in or owning an interest in any other business venture of any nature, including any venture which might be competitive with the Business of the Partnership.

6.02 Obligations of the General Partners. The General Partners shall:

- (a) Furnish the reports required by Section 1 hereof;
- (b) Maintain complete and accurate records of transactions of the Partnership and the books of account of the Partnership; and
- (c) Cause to be filed such certificate and do such acts as may be required by law to qualify and maintain the Partnership as a limited partnership.

6.03 Obligation of the Tax Matters Partner. The Tax Matters Partner in accordance with the requirements imposed by law, shall inform each Partner of all administrative and judicial proceedings for the adjustment at the Partnership level of Partnership items.

7. Liabilities of the General Partners.

7.01 Scope of Liability. A General Partner shall be indemnified by the Partnership from any liability resulting from any act performed by the General Partner within the scope of the authority conferred upon the General Partner by this Agreement except for acts of intentional misconduct, gross negligence, intentional and material breach of his obligations under this Agreement, or other material breach of his fiduciary duties as General Partner. In carrying out the General Partner's duties hereunder, the General Partner shall not be liable to the Partnership or to any other Partner for any actions taken in good faith and reasonably believed to be in the best interest of the Partnership, or for errors of judgment made in good faith, including, but not limited to, matters relating to any administrative or judicial proceedings for the adjustment of Partnership income or loss initiated by the Internal Revenue Service. The General Partner may consult with such legal or other professional counsel as the General Partner may select. Any action taken or not taken by the General Partner in good faith reliance on and in accordance with the opinion or advice of such counsel shall be full protection and justification with respect to the action taken or not taken.

7.02 Continuation of Liability. If a General Partner ceases to be a General Partner, such General Partner shall not be liable for or on account of obligations or liabilities incurred subsequent to ceasing to be a General Partner.

8. Rights, Prohibitions and Liabilities of Limited Partners.

8.01 Rights of Limited Partners.

(a) A Limited Partner shall be entitled to the rights provided by the Act and as set forth elsewhere herein and shall not in any way be prohibited from or restricted in engaging in or owning an interest in any other business venture of any nature, including any venture which might be competitive with the Business of the Partnership.

(b) As to any matter that must be submitted for consideration by the Partners, a Limited Partner shall be entitled to such voting rights as corresponds to his Partnership Interest. A Limited Partner may vote in person or by proxy. The General Partners shall cause to be mailed to each Limited Partner at the latest address appearing on the records of the Partnership, a notice of any meeting called by the General Partners indicating the time (which shall not be less than 7 days nor more than 30 days from the date of the notice) and the place at which the meeting shall be held and the matters to be discussed and/or decided. Any action required or permitted to be taken by the Partners may be taken if documented by one or more written consents signed by persons entitled to vote and who collectively own a sufficient Percentage Interest in the Partnership having voting power to cast not less than the minimum number of votes that are required to take such action.

(c) In any case where the Limited Partners have the right to vote, their failure to vote shall constitute a proxy to the General Partners which may be exercised by the General Partners.

8.02 Prohibitions with Respect to Limited Partners. No Limited Partner shall have any right or authority:

(a) to participate in the control of the Business of the Partnership, transact any business on behalf of or in the name of the Partnership, or have any power or authority to bind or obligate the Partnership;

(b) to have his initial or additional capital contributions in the Partnership repaid until the Partnership is terminated and dissolved and all Partnership liabilities have been paid or funds have been set aside therefor, or unless Section 10-9A-106 of the Act is complied with;

(c) to sell or assign an interest in the Partnership except as provided in Section 9 hereof; or

(d) to cause the dissolution and winding up of the Partnership by court decree or otherwise, except as set forth in this Agreement. No Limited Partner shall have the right to bring an action for partition against the Limited Partnership.

8.03 Liabilities of Limited Partners. A Limited Partner shall not be personally liable for any debts of the Partnership or for any loss beyond his interest in the Partnership and the amount initially required to be paid into the Partnership under Section 3.02 hereof and the obligation to return distributions made to him under certain circumstances as required by the Act.

9. Transfer of Interests.

9.01 General Limitations.

(a) *Partnership Interests Are Not Transferable Without Consent.* Except as provided in this Section 9 and subject to the provisions of this Section 9, no Partner may sell, transfer, assign, bequeath, pledge, hypothecate or otherwise encumber ("Transfer") to any person or entity (the "Transferee") all or any part of that Partner's Interest voluntarily or involuntarily without the prior written consent of the General Partner, which consent may be arbitrarily withheld and, if approved, conditioned upon whatever conditions and upon the execution of whatever documents the General Partner may require.

(b) *Limitation On Becoming A Substitute Partner.* Transferee must also satisfy the provisions of Section 9.08 to become a Substitute Partner.

(c) *Limitation If Transferee Does Not Become A Substitute Partner.* A Transferee who does not become a Substitute Partner shall have no right to Vote or otherwise act as a General or Limited Partner under any of the provisions of this Agreement.

(d) *Limitation On Subsequent Transfer By A Transferee.* Except as required by operation of law, any Transferee, including but not limited to an intestate successor, a receiver, trustee, legal representative, guardian or other successor in interest, who desires to make a further Transfer of all or any part of its Interest shall be subject to all of the provisions of this Agreement to the same extent and in the same manner as a Partner desiring to make a Transfer of all or part of that Partner's Interest.

(e) *Limitation On Transferor.* Except as otherwise provided in this Section 9, a Partner who voluntarily Transfers all of the Partner's Interest shall cease to be a Partner and shall no longer have any rights or privileges of a Partner except that, until the Transferee of that Partner is admitted as a Substitute Partner in accordance with this Section 9, the transferring Partner shall retain the statutory rights and obligations under the Act of an assignor general or limited partner, as the case may be.

9.02 Exception For Gift To Family Member Or Contribution To Trust. Subject to all the provisions of this Section 9, any Limited Partner may Transfer all or any part of the Partner's Interest by way of gift to that Partner's spouse, Descendants, or to a testamentary or inter vivos trust solely for the benefit of any of those persons. Such transferees shall be treated as Assignees subject to Section 9.08. However, any such trust must be approved by the General Partners for the purpose of insuring that Family Assets continue to be held for the benefit of the Family.

9.03 Transfer To Successor Upon Death, Bankruptcy, Incompetency Or Dissolution Of A Partner. Upon the death, bankruptcy, or legal incompetency of a Partner (and, in the case of a Partner that is not an individual, the dissolution of that Partner), the personal representative, guardian or other successor in interest of that Partner, if any, shall not solely because of the event become a Partner or Substitute Partner, shall not have the right to Vote, and shall have only the power the Partner possessed to make an assignment of that Interest in accordance with the terms of this Agreement and to join with any assignee in making application to substitute that assignee as a Substitute Partner.

9.04 Procedure For Recognizing Transfers. Except as otherwise expressly provided in this Agreement and subject to the provisions of this Section 9, the Transfer of any Interest shall be accomplished only by the submission to the General Partner by the Transferor or Transferee of a duly executed and acknowledged counterpart of the instrument making that Transfer together with any other instruments which the General Partner may deem necessary or desirable, including those signifying the Transferee's agreement to be bound by all of the provisions of this Agreement (including but not limited to all of the transferor's obligations), all of those instruments in the form and substance reasonably satisfactory to the General Partner.

9.05 Right To Continue To Treat Transferor As Owner. Notwithstanding anything in this Agreement to the contrary, the Partnership and the Partners shall be entitled to treat the Transferor of an Interest as the absolute owner in all respects and shall incur no liability for distributions of cash or other Property made in good faith to that Transferor if written assignment has not been received by the General Partner or is otherwise not effective pursuant to this Agreement.

9.06 Effective Date Of A Transfer Of An Interest. The effective date of a Transfer of an Interest shall be the date set forth in the written instrument of assignment.

9.07 Costs And Expenses Of Transfers To Be Borne By Transferor or Transferee. All costs and expenses incurred by the Partnership in connection with any complete or partial disposition of an Interest, or the costs and expenses of another person becoming an Assignee or Partner in the Partnership with respect to that Interest, including but not limited to any filing, recording and publishing costs and the fees and disbursements of counsel, shall be paid in advance by the Partner disposing of that Interest or, if not so paid, then by the Transferee.

9.08 Consent Required To Become A Substitute Partner. Upon the satisfaction of the provisions of this Section 9 and the written consent of the General Partner and 60% in Interest of the remaining Partners, the Transferee of an Interest shall have the right to become a Substitute Partner upon executing an amendment to this Agreement. The amendment shall be the responsibility of the General Partner, shall be in the form designated by the General Partner and shall be executed by the General Partner pursuant to Section 13 below.

9.09 Effect Of Becoming A Substitute Partner. Upon becoming a Substitute Partner, the Transferee of a Limited Partner's or General Partner's Interest, as the case may be, shall have all of the rights and powers of, shall be subject to all of the restrictions applicable to, shall assume all of the obligations of, and shall attain the status of, the Transferee's predecessor, and shall in all respects be a Limited Partner or General Partner under this Agreement, as the case may be. For the purpose of defining the rights and powers accruing to, the restrictions and obligations imposed upon, and the status of a Substitute Partner, as a result of the substitution provided in this Section 9, the use in this Agreement of the term "Limited Partner" or "General Partner" shall be deemed to include that Substitute Partner.

9.10 Effect of Becoming an Assignee. Upon becoming an Assignee, the Transferee of a Limited Partner's or General Partner's Interest, as the case may be, shall not become a partner nor be entitled to exercise any rights of a partner. The Assignee shall be entitled, however, to share in such capital and profits and losses, to receive such distribution or distributions, or credit or similar item to which the Assignor was entitled, to the extent assigned.

9.11 Transfer of Interest to a Minor. If any Transferee of any interest created under this agreement has not reached legal age under the jurisdiction in which that Transferee is domiciled at the time of such Transfer, then distribution of such interest shall be made instead to a lawful guardian of such Transferee, or to a custodian selected by the Transferor of such interest

under the Uniform Transfer to Minors Act or similar law. As used throughout this instrument, the term "lawful guardian" shall mean successively in the order named (i) the court-appointed conservator of the estate of the Transferee, (ii) either parent, or (iii) the individual having personal custody (whether or not a court-appointed guardian) where no conservator of the estate has been appointed.

10. Termination, Dissolution and Winding-Up of the Partnership.

10.01 Termination and Dissolution. The Partnership shall be terminated and dissolved upon the happening of any of the following events:

- (a) the expiration of the term of this Agreement;
- (b) the adjudication of bankruptcy or insolvency of the Partnership;
- (c) the decision of the General Partners to dissolve the Partnership.

10.02 Winding-Up of the Partnership.

(a) Upon termination or dissolution of the Partnership, the General Partners shall take full account of the Partnership's assets and liabilities, and the assets shall be liquidated as promptly as is consistent with obtaining the fair value thereof, and the proceeds therefrom, together with any contributions made by any General Partner to restore a negative capital account pursuant to Section 3.08 to the extent sufficient therefor, shall be applied and distributed in the following order of priority:

(i) to the repayment of debts and liabilities of the Partnership (other than any loans or advances that may have been made by any of the Partners to the Partnership) and the expenses of liquidation;

(ii) to the creation of any reserves which the General Partners may deem reasonably necessary for any contingent or unforeseen liabilities or obligations of the Partnership or of the General Partners arising out of or in connection with the Partnership;

(iii) to the repayment of any loans or advances that may have been made by any of the Partners to the Partnership, but if the amount available for such repayment shall be insufficient, then pro rata on account thereof, and

(iv) the balance, if any, shall be distributed to the Partners in the same manner as if such distribution were a distribution of Cash from Operations as provided in Section 4.01.

(b) A reasonable time shall be allowed for the orderly liquidation of the assets of the Partnership and the discharge of liabilities.

(c) Each of the Partners shall be furnished with a statement prepared by the Partnership's accountants, which shall set forth the assets and liabilities of the Partnership as of the date of complete liquidation.

(d) On dissolution of the Partnership, the General Partners, or if there is no General Partner, a representative of the Limited Partners, shall prepare and file a certificate of cancellation canceling the Partnership.

(e) On dissolution, no Partner shall have the right to demand and receive property other than cash in return for his contribution.

11. Books of Account, Records and Reports.

(a) Proper and complete records and books of account shall be kept by the General Partners into which shall be entered fully and accurately all transactions and other matters relative to the Partnership's Business as are usually entered into records and books of account maintained by persons engaged in business of a like character. The Partnership books and records shall be open to the reasonable inspection and examination of all Partners or their duly authorized representatives during reasonable business hours. The General Partners shall furnish a list of names and addresses of interests held by all Partners to any Limited Partner who requests such a list in writing for any proper purpose.

(b) As soon as reasonably practicable after the end of each Year of the Partnership, upon request, the General Partners shall send to each Limited Partner who was a Partner at any time during the respective year then ended (i) financial statements; (ii) a report of any material events affecting the Partnership Business, and (iii) such tax information, including, without limitation, Federal Tax Schedule K-1, as shall be necessary for the preparation by such Partner of his Federal income tax return and state income and other tax returns.

(c) In the event of a transfer of all or part of the interest of a Partner in the Partnership by sale or exchange or on the death of a Partner, the General Partners may cause (but shall not be obligated to cause) the Partnership to elect, pursuant to Section 754 of the Code or the corresponding provision of subsequent law, to adjust the basis of the Partnership Property as provided by Code Sections 734 and 743.

12. Amendments.

12.01 Authority to Amend. This Agreement may be amended upon the determination of the General Partners without the consent or approval of the Limited Partners if such amendment is solely for one or more of the following purposes: (i) for the purpose of a clarification which does not change the substance hereof, and the Partnership has obtained the opinion of its counsel to that effect; or (ii) when it is necessary or appropriate, in the opinion of counsel for the Partnership, to satisfy the requirements of the Code with respect to the Partnership or of any federal or state tax or securities laws or regulations, provided such amendment does not adversely affect the interests of the Limited Partners. Any amendment

under clause (i) and (ii) of this Paragraph shall be effective as of the date of this Agreement or other dates designated by the General Partner.

12.02 Approval of Partners. The amendment of the Agreement other than as set forth in Section 12.01 shall require the written consent or the affirmative vote of the General Partners and a Majority in Interest of the Limited Partners. No document or amendment executed by a General Partner pursuant to a Power of Attorney shall, in the absence of the prior written consent of a 60% in Interest of the Partners: (i) reduce the obligations of the General Partners; (ii) modify the term of the Partnership; (iii) amend Section 13; or (iv) reduce the rights or enlarge the obligations of the Limited Partners. The General Partners shall promptly notify the Limited Partners of any documents or amendments executed pursuant to Section 13.

12.03 Notice of Amendments. A copy of any amendment to be approved by the Partners pursuant to Section 12.02 shall be mailed more than ten, but not more than thirty days in advance to the Partners. Partners shall be notified as to the substance of any amendment made pursuant to Section 12.01 hereof, and upon request shall be furnished a copy thereof.

13. Power of Attorney.

13.01 Scope of Power of Attorney Granted by Limited Partners. Each of the Limited Partners hereby appoints the General Partners (or any agent of the General Partners as designated by the General Partners) his true and lawful attorney-in-fact, with full power and authority in said Limited Partner's name, place and stead, from time to time:

(a) to make any agreements or amendments provided for herein that do not require consent or approval of the Limited Partners;

(b) to make any other amendment or change in any provision of this Agreement, provided there has been compliance with all of the provisions of this Agreement, including obtaining the required consent or approval of a specified percentage in interest of the Partners;

(c) to make such certificates, instruments and documents as may be required by, or may be appropriate under, the laws of the State of Alabama in connection with the use of the name of the Partnership by the Partnership;

(d) to make such certificates, instruments and documents which may be required or appropriate to reflect any change in or amendments to this Agreement Certificate, or to effectuate the dissolution and termination of the Partnership and the cancellation of this Agreement and Certificate, as amended from time to time;

(e) to take any further action which said attorney-in-fact shall consider necessary or convenient in connection with any of the foregoing, hereby giving said attorney-in-fact full power and authority to do and perform each and every act and thing, whatsoever, requisite and necessary to be done in and about the foregoing as fully as said Partner might or

could do if personally present, and hereby ratifying and confirming all that said attorney-in-fact shall lawfully do or cause to be done by virtue hereof. Each of such agreements, certificates, instruments and documents referred to in this Section shall be in such form as said attorney-in-fact and counsel for the Partnership deem appropriate. The powers hereby conferred to make agreements, certificates, instruments and documents shall include the powers to sign, execute and acknowledge, swear to, verify, deliver, file, record and publish the same.

13.02 Terms of Power of Attorney. The power of attorney granted under Section 13.01 hereof:

(a) is a special power of attorney coupled with an interest and is irrevocable;

(b) may be executed by such attorney-in-fact by listing all of the Limited Partners and then executing any agreement, certificate, instrument or document with the single signature of such attorney-in-fact acting as attorney-in-fact for all of them;

(c) shall survive the delivery of an assignment by a Limited Partner of the whole or a portion of an interest in the Partnership and if the purchaser, transferee or assignee thereof (with the consent of the General Partners) is admitted as a Substitute Limited Partner, the power of attorney shall survive the delivery of such assignment for the sole purpose of enabling such attorney-in-fact to execute, swear to, acknowledge and file any such agreement, certificate, instrument or document necessary to effect such substitution.

14. Miscellaneous.

14.01 Litigation. The General Partners shall prosecute and defend actions at law or in equity, as may be necessary to enforce or protect the interests of the Partnership. The Partnership shall respond to any final decree, judgment or decision of any court or board of authority having jurisdiction over the Partnership or its property. The General Partners shall satisfy any such judgment, decree, or decision first out of any insurance proceeds available therefor, next out of the assets of the Partnership.

14.02 Acceptance of Prior Acts by New Partners. Each person becoming a Partner, by becoming a Partner, ratifies and agrees to be bound by all action duly taken by the Partnership, pursuant to the terms of this Agreement, prior to the date such Person becomes a Partner.

14.03 Notices. Any notice, payment, demand or communication required or permitted to be given by the provisions of this Agreement shall be deemed to have been sufficiently given or served for all purposes if delivered personally to the party or to an officer of the party to whom the same is directed, or if sent by registered or certified mail, postage and charges prepaid, addressed as follows:

If to the General Partners:

Mary Ellen Murphy

If to the Limited Partners:

William Dennis Murphy

Mary Ellen Murphy

14.04 Section Headings. Section and other headings contained in this Agreement are for reference purposes only and are in no way intended to describe, interpret, define or limit the scope, extent or intent of this Agreement or any provision hereof.

14.05 Severability. Every provision of this Agreement is intended to be severable. If any term or provision hereof is illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the validity of the remainder of this Agreement.

14.06 Agreement for Further Execution. At any time, or times, upon the request of the General Partners, the Partners agree to sign and swear to the Certificate required by the Act, to sign and swear to any amendment to, or cancellation of, such Certificate whenever such amendment or cancellation is required by law and cause the filing of any of the same for record whenever such filing is required by law.

14.07 Meetings. Meetings of the Partners may be called by the General Partners as provided in Section 8.01 hereof. The call shall state the nature of the business to be transacted. Partners may vote in person or by proxy at such meeting.

14.08 Governing Law. This Agreement and the rights of the parties hereunder shall be interpreted in accordance with the laws of the State of Alabama.

14.09 Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original and all of which shall constitute one agreement, and the signatures of any party to any counterpart shall be deemed to be a signature to, and may be appended to, any other counterpart.

14.10 Parties in Interest. Subject to the provisions contained in Section 9 hereof, each and all of the covenants, terms, provisions and agreements herein contained shall be


binding upon and inure to the benefit of the parties hereto and their respective heirs, assigns, successors and legal representatives.

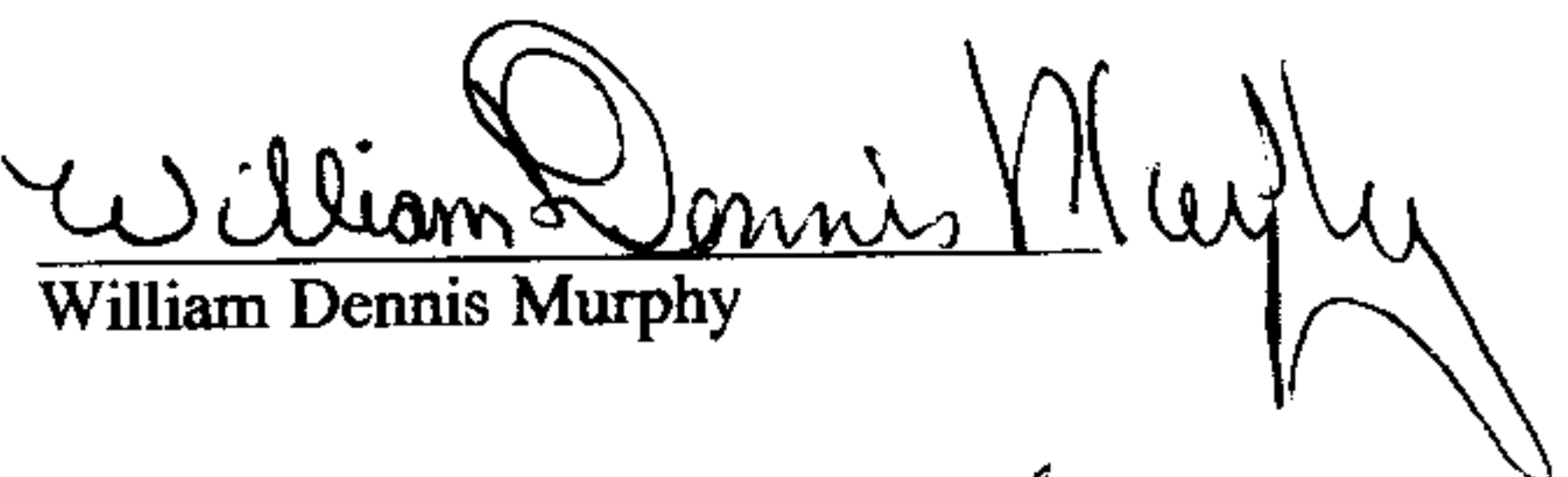
14.11 Time. Time is of the essence of this Agreement.


14.12 Entire Agreement. This Agreement contains the entire understanding among the parties and supersedes any prior understanding and agreements between them respecting the within subject matter. There are no representations, agreements, arrangements or understandings, oral or written, between or among the parties hereto relating to the subject matter of this Agreement which are not fully expressed herein.

14.13 Date of Agreement; Effectiveness. This Agreement shall be dated as of the Commencement Date and shall then be effective to constitute the Partners as Partners in the partnership, all as may be required by law to qualify the Partnership as a limited partnership as of such date.

IN WITNESS WHEREOF, each of the parties hereto have executed this Agreement as of the date above first written.


Mary Ellen Murphy
(GENERAL PARTNER)


William Dennis Murphy



Mary Ellen Murphy
(LIMITED PARTNERS)

STATE OF ALABAMA)

COUNTY OF JEFFERSON)

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that Mary Ellen Murphy, whose name 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 document, she executed the same voluntarily, and in her capacity as General Partner and Limited Partner, on the day the same bears date.

Given under my hand and official seal this the 1st day of October, 1999.



Notary Public

(SEAL)

My Commission Expires: 10/31/2000

STATE OF ALABAMA)

COUNTY OF JEFFERSON)

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that William Dennis Murphy, whose name 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 document, he executed the same voluntarily, and in his capacity as Limited Partner, on the day the same bears date.

Given under my hand and official seal this the 1st day of October, 1999.



Notary Public

(SEAL)

My Commission Expires: 10/31/2000

Longview Farms Limited Partnership
LIMITED PARTNERSHIP AGREEMENT

The partnership interests created by this Agreement were issued in reliance upon an exemption available under the Securities Act of 1933, as amended (the "1933 Act"), and cannot be sold or transferred except in a transaction exempt under the 1933 Act or pursuant to an effective registration statement under the 1933 Act or in a transaction otherwise in compliance with the 1933 Act.

The partnership interests created by this Agreement were issued in reliance upon an exemption available under Section 8-6-11 of the Alabama Securities Act, as amended (the "Alabama Act"), and cannot be sold or transferred except in a transaction exempt under the Alabama Act or pursuant to an effective registration statement under the Alabama Act or in a transaction otherwise in compliance with the Alabama Act.

The sale, transfer, gift, assignment, pledge and encumbrance of the partnership interests created by this Agreement, and the voting rights with respect to such partnership interests, are subject to the terms of this Agreement. Any attempted sale, transfer, gift, assignment, pledge, encumbrance or voting of partnership interests created herein in contravention of the terms and conditions of this Agreement shall be void.

SCHEDULE A
As of October ____, 1999

CAPITAL CONTRIBUTIONS AND PARTNERSHIP INTEREST

<u>General Partner</u>	<u>Value of Capital Contribution</u>	<u>Partnership Interest</u>	
Mary Ellen Murphy	\$ 6,500.00	2%	2 units

<u>Limited Partners</u>	<u>Value of Capital Contribution</u>	<u>Partnership Interest</u>	
Mary Ellen Murphy	\$ 159,250.00	49%	49 units
William Dennis Murphy	\$ 159,250.00	49%	49 units

Inst # 1999-52113

12/28/1999-52113
03:33 PM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
027 SNA 73.50