

STATE OF ALABAMA  
DOMESTIC  
REGISTERED LIMITED LIABILITY PARTNERSHIP

INSTRUCTIONS (PLEASE TYPE)

- (Check One) ONE OR MORE AUTHORIZED PARTNERS MAY EXECUTE THE LIMITED LIABILITY PARTNERSHIP REGISTRATION/CANCELLATION • ATTACH ADDITIONAL SHEETS, IF NECESSARY • PRESENT AN ORIGINAL AND TWO COPIES WHEN FILING WITH THE JUDGE OF PROBATE.
- ☒ REGISTRATION: COMPLETE ITEMS I, II, III, IV, AND V • THE NAME MUST CONTAIN THE WORDS LIMITED LIABILITY PARTNERSHIP OR ITS ABBREVIATIONS L.L.P. OR LLP • THE SECRETARY OF STATE'S FILING FEE IS \$40.00 • THE JUDGE OF PROBATE'S BASE FILING FEE IS \$35.00.
- ☐ CANCELLATION: COMPLETE ITEMS I, V AND VI • THE SECRETARY OF STATE'S FILING FEE IS \$20. THE JUDGE OF PROBATE'S BASE FILING FEE IS \$20.00.

PURSUANT TO 10-8A-1001(a), 10-8A-1002 OR 10-8A-1005 OF THE CODE OF ALABAMA (1975) THE UNDERSIGNED HEREBY MAKES THE FOLLOWING REGISTRATION/CANCELLATION OF REGISTERED LIMITED LIABILITY PARTNERSHIP.

I The name of the Registered Limited Liability Partnership.

Caldwell Mill, LLP

(The name must contain the words Limited Liability Partnership, L.L.P. or LLP)

II The *name* and *street address* (no P.O. Box) of the agent for service of process:

Harbar Construction Company, Inc.

5502 Caldwell Mill Road, Birmingham, Alabama 35242

III The *mailing address* of the Registered Limited Liability Partnership:

5502 Caldwell Mill Road

Birmingham, Alabama 35242

IV The *street address* of the principal office of the Registered Limited Liability Partnership:

5502 Caldwell Mill Road

Birmingham, Alabama 35242

V Statement of nature of business/reason for filing statement of cancellation:

Real estate development

VI The date of initial registration \_\_\_\_\_ The county of initial registration Shelby

Date April 28, 2000

JRHBW Realty, Inc., Partner

By:

[Signature]

Its:

SR VICE PRESIDENT

Harbar Construction Company, Inc.

By:

[Signature]

Its:

President

14014  
05/01/2000-14014  
10:02 AM CERTIFIED  
SHELBY COUNTY JUDGE OF PROBATE  
003 MMS 80.00

## **STATEMENT OF PARTNERSHIP AUTHORITY**

Pursuant to Section 10-8A-303 of the Alabama Uniform Partnership Act (1996), this partnership submits the following Statement of Partnership Authority:

**FIRST:** The name of the partnership is Caldwell Mill, LLP.

**SECOND:** The street address of the chief executive office of the partnership is 5502 Caldwell Mill Road, Birmingham, Alabama 35242.

**THIRD:** The name and mailing address of the agent of the partnership for the purposes of Section 10-8A-303(b), of the Alabama Uniform Partnership Act (1996) is Harbar Construction Company, Inc., 5502 Caldwell Mill Road, Birmingham, Alabama 35242.

**FOURTH:** The name of the partner authorized to execute an instrument transferring real property held in the name of the partnership is Harbar Construction Company, Inc. 5502 Caldwell Mill Road, Birmingham, Alabama 35242.

**FIFTH:** Harbar Construction Company, Inc. is, in addition, authorized on behalf of the partnership:

(i) to acquire by purchase, lease or otherwise, any property which may be necessary, convenient or incidental to the accomplishment of the purposes of the partnership, and to construct, improve, maintain, sell, lease, and service such property;

(ii) to engage in any kind of activity and perform and carry out contracts of any kind necessary to, or in connection with, or incidental to, the purposes of the partnership, including, without limitation, real estate sales contracts and deeds;

(iii) to make or contract to be made, repairs and improvements to partnership property;

(iv) to acquire and to enter into any contract of liability and other insurance that Harbar Construction Company, Inc., deems necessary and proper for the protection of the partners and the partnership for the conservation of its property or for any purpose convenient or beneficial to the partnership;

(v) to employ, from time to time, persons, firms, or corporations for the operation and management of the partnership business, including, but not limited to, labor and employees reasonably required for the operation, maintenance and development of any partnership property, and attorneys, accountants, advisers, financial consultants and loan brokers, all on such terms and for such compensation as Harbar Construction Company, Inc., shall determine;

(vi) to compromise, arbitrate or otherwise adjust claims in favor of or against the partnership, and to commence or defend litigation with respect to the partnership or any property of the partnership as Harbar Construction Company, Inc., may deem advisable, all or any of the above matters being at the expense of the partnership;

(vii) to make any and all elections for federal, state and local tax purposes, including, without limitation, any election if permitted by applicable law, to adjust the basis of partnership property pursuant to Sections 754, 734(b), and 743(b) of the Internal Revenue Code of 1986, or comparable provisions of state or local law in connection with transfers of partnership interests;

(viii) to determine the amount of cash flow of the partnership and when to make distributions thereof to the partners;

(ix) to establish, maintain, deposit into, sign checks or otherwise draw upon partnership bank accounts and to execute or accept or receipt for, any funds, instruments or agreements incident to partnership business and in furtherance of its purpose, without limiting the foregoing, Harbar Construction Company, Inc., may cause cash funds of the partnership to be deposited in, and withdrawn from, bank accounts selected by Harbar Construction Company, Inc.;

(xi) to maintain or cause to be maintained the books and records of the partnership.

EXECUTED THIS 28<sup>th</sup> DAY OF APRIL, 2000.

HARBAR CONSTRUCTION COMPANY, INC., a partner

By: [Signature]

Its: [Signature]

JRHBW REALTY, INC., a partner

By: [Signature]

Its: SR VICE PRESIDENT

*This Instrument Prepared By:*  
Joseph G. Stewart, Esq.  
Burr & Forman LLP  
P. O. Box 830719  
Birmingham, AL 35283-0719

Inst # 2000-14014  
05/01/2000-14014  
10:02 AM CERTIFIED  
SHELBY COUNTY JUDGE OF PROBATE