

STATE OF ALABAMA
DOMESTIC
REGISTERED LIMITED LIABILITY PARTNERSHIP

20050110000013580 Pg 1/34 80.00
Shelby Cnty Judge of Probate, AL
01/10/2005 11:52:00 FILED/CERTIFIED

INSTRUCTIONS (PLEASE TYPE)

(Check One)

- ☒ REGISTRATION: COMPLETE ITEMS I, II, III, IV, AND V • THE NAME MUST CONTAIN THE WORDS LIMITED LIABILITY PARTNERSHIP OR THE ABBREVIATION 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 • There is no Secretary of State cancellation fee. Contact the Judge of Probate to verify fee.

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:

RUSTIC FARMS AND LAND, 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:

ELIZABETH A. LOWENTHAL, 1050 HORTON FARM ROAD

COLUMBIANA, AL 35051

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

PO BOX 11, COLUMBIANA, AL, 35051

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

1050 HORTON FARM ROAD, COLUMBIANA, AL 35051

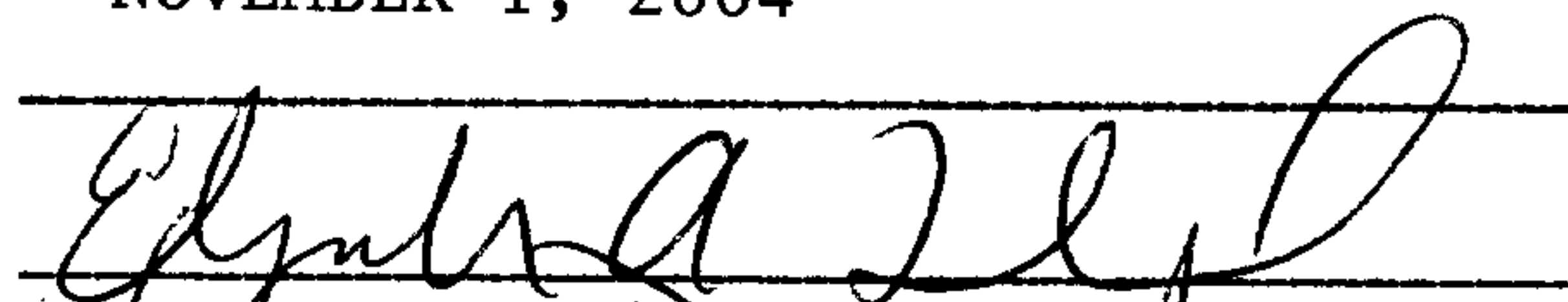
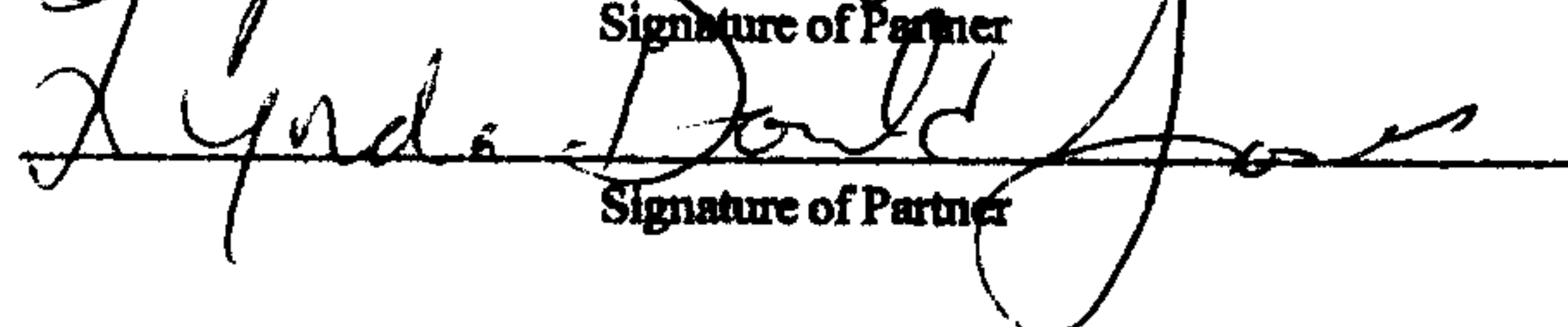
V Statement of nature of business/reason for filing statement of cancellation:

TO HOLD AND MANAGE REAL PROPERTY AND TAX LIEN CERTIFICATES

VI The date of initial registration: NOVEMBER 1, 2004 The county of initial registration: SHELBY

NOVEMBER 1, 2004

Date


Signature of Partner

Signature of Partner

Certificate of Limited Partnership of the Rustic Farms and Land Limited Partnership

This Limited Partnership Agreement, made and entered into as of the 27th
day of December, 2004, at Columbiana, Alabama, by the following,
herein called "General Partners":

Rosewood Farm Inc.
L and L Training and Management, LLC

and by the following, hereinafter referred to as "Limited Partners":

Grace Elizabeth Lowenthal
Robert Charles Lowenthal
Lynda Donald Jones
Elizabeth A. Lowenthal Trust

WITNESSETH:

1. Name. The name of this Limited Partnership is THE Rustic Farms and Land LIMITED PARTNERSHIP.

2. Business. The general character of the Partnership business shall be to To hold and manage real estate, and conduct a general business as thereto related.

3. Principal Place of Business. The location of the principal place of business of the Partnership is Columbiana, Shelby, Alabama.

4. Registered Agent and Office. The registered agent for this Limited Partnership is Elizabeth Ann Lowenthal. The street address of the registered agent and the registered office is PO Box 11, 1050 Horton Farm Road, Columbiana, Alabama.

5. The Partners. The General Partners and Limited Partners of this Limited Partnership are as follows:

GENERAL PARTNERS:

Place of Business:

Rosewood Farm Inc.
PO Box 11, 1050 Horton Farm Road, Columbiana, Alabama, 35051

L and L Training and Management, LLC
476 Saint Andrews Drive, Selma, Alabama

LIMITED PARTNERS:

Place of Residence:

Grace Elizabeth Lowenthal
1977 County Road 8, Jemison, Alabama

Robert Charles Lowenthal
1977 County Road 8, Jemison, Alabama

Lynda Donald Jones
476 Saint Andrews Drive, Selma, Alabama

Elizabeth A. Lowenthal Trust
PO Box 11, Columbiana, Alabama, 35051

6. Term. The Partnership shall begin on the 27th day of December, 2001, and shall continue perpetually thereafter unless sooner dissolved by law or by agreement of the parties hereto or unless extended by a majority agreement of the Partners.

7. Additional Contributions. No additional contributions of the Limited Partners have been agreed upon.

8. Return of Contributions. No Limited Partner shall be entitled to withdraw or demand the return of any part of such Partner's capital contribution except upon dissolution of the Partnership.

9. Profits. All annual net profits of the Partnership shall be distributed among the General and Limited Partners in the same proportions as the Partners' then capital interest accounts, unless retained for the Partnership investment and business activities. Distributions are made at the sole discretion of the General Partners.

10. Assignments. A Limited Partner shall have the right to sell such Partner's interest in the Partnership to another limited partner.

11. Priority Among Limited Partners. There is no priority of one Limited Partner over another as to the contributions or compensation by way of income.

12. Continuance of Business. Upon the death, retirement, or insanity of the surviving General Partner, the Partnership shall dissolve unless continued by the remaining Partners and selecting, when necessary, a new General Partner. If the last surviving or serving General Partner dies, retires, and/or becomes insane, then the Limited Partners holding interest in capital in excess of fifty percent (50%) of the capital owned by all Limited Partners may elect to continue the Partnership by selecting a new General Partner.

13. Property Other Than Cash. A Limited Partner may not demand property other than cash in return for such Partner's contributions.

14. Amount of Cash and Agreed Value and Description of Other Property Contributed. The Partners in the Limited Partnership have contributed their interest in the property as set forth in Schedule "A" attached hereto, with an agreed value of <34>.

PARTNER: Rosewood Farm Inc.
PERCENTAGE INTEREST: 2%

PARTNER: L and L Training and Management, LLC
PERCENTAGE INTEREST: 1%

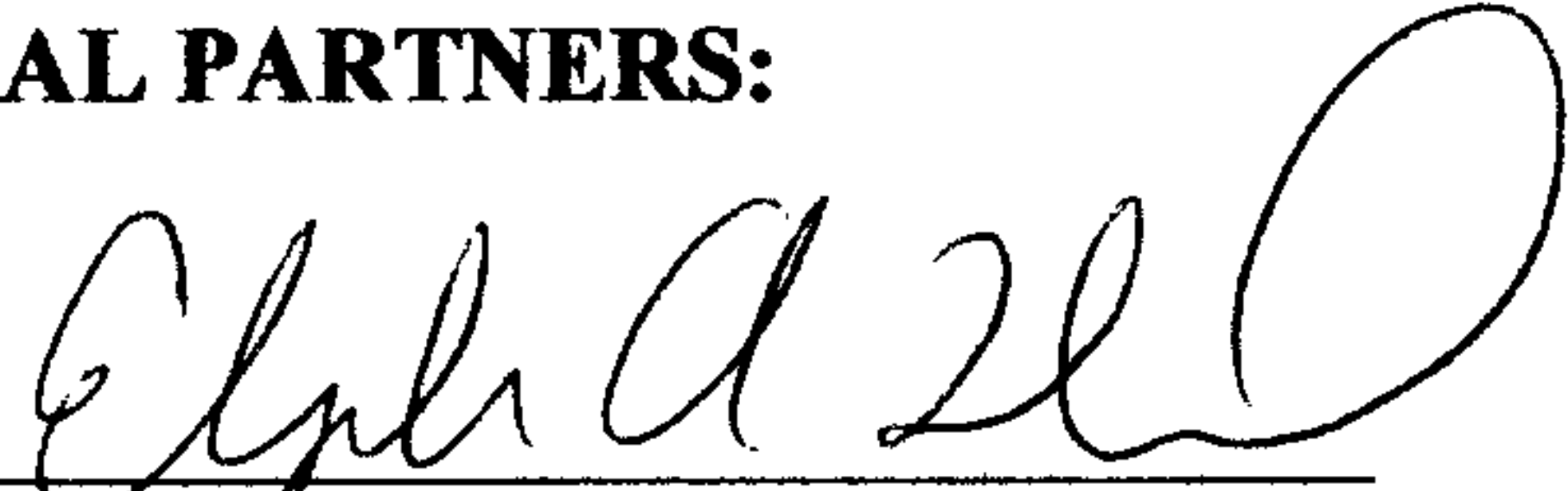
PARTNER: Grace Elizabeth Lowenthal
PERCENTAGE INTEREST: 5%

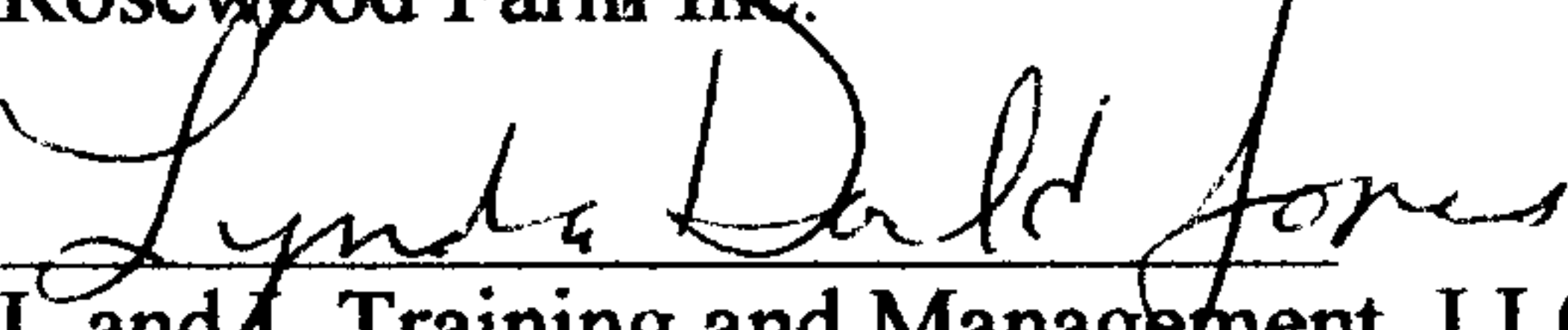
PARTNER: Robert Charles Lowenthal
PERCENTAGE INTEREST: 5%

PARTNER: Lynda Donald Jones
PERCENTAGE INTEREST: 20%

PARTNER: Elizabeth A. Lowenthal Trust
PERCENTAGE INTEREST: 67%

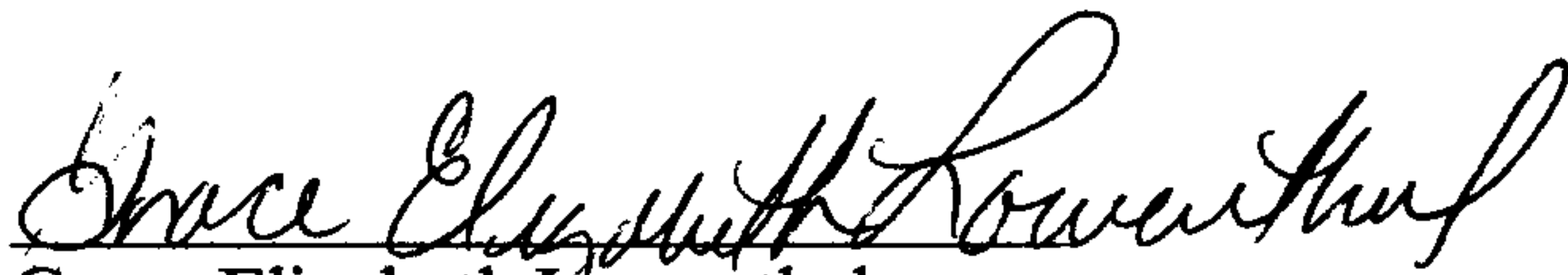
GENERAL PARTNERS:

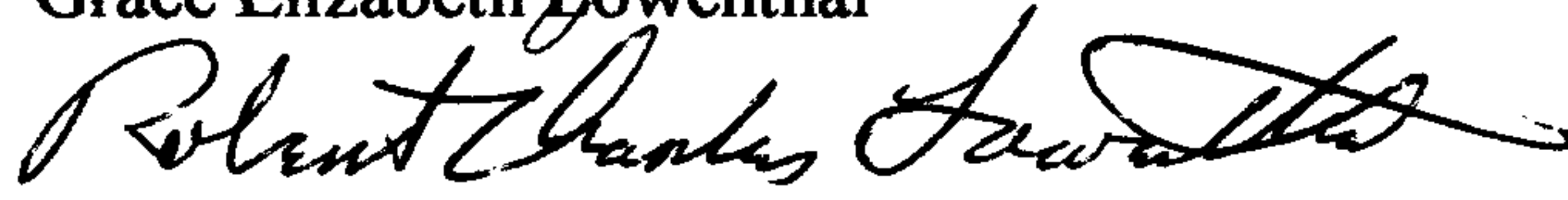


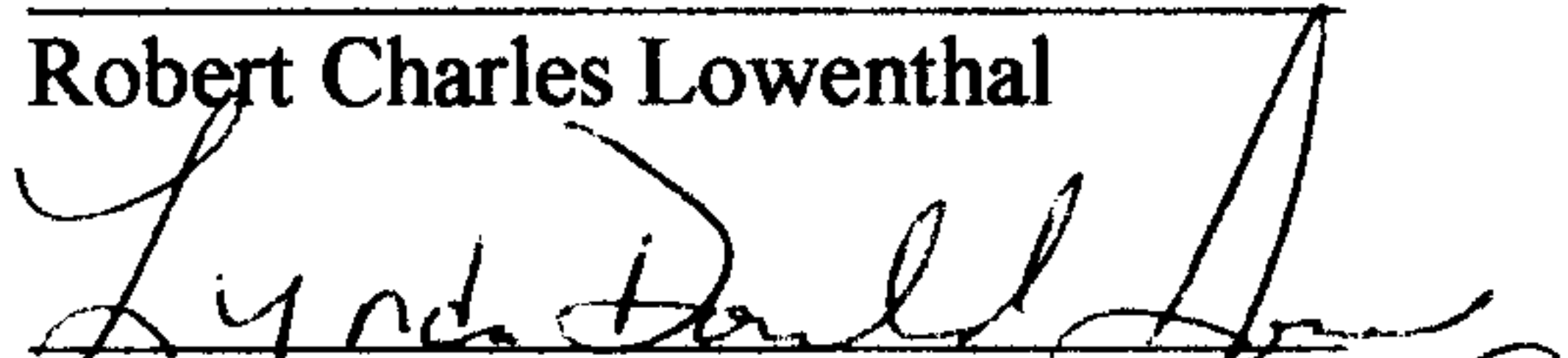
Rosewood Farm Inc.


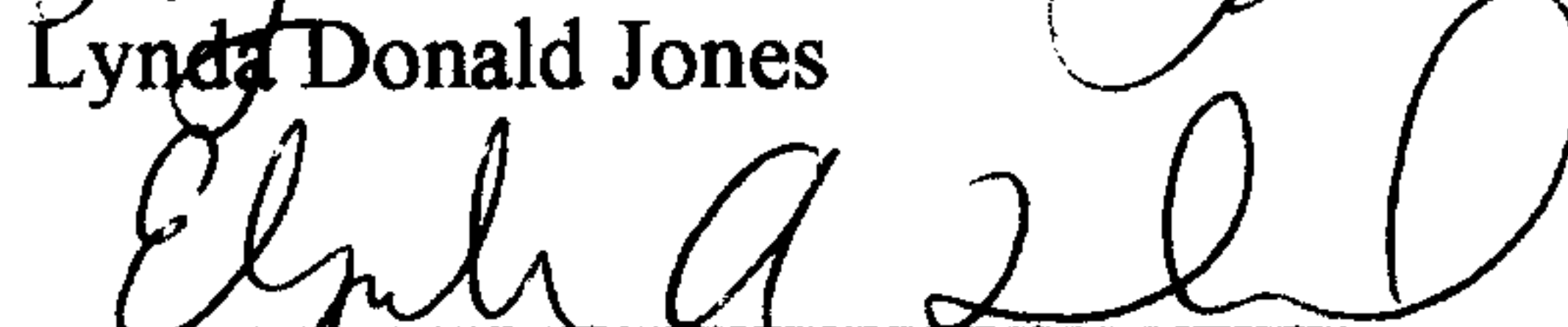
L and L Training and Management, LLC

LIMITED PARTNERS:


Grace Elizabeth Lowenthal


Robert Charles Lowenthal


Lynda Donald Jones


Elizabeth A. Lowenthal Trust

Limited Partnership Agreement of the Rustic Farms and Land Limited Partnership

This Limited Partnership Agreement, made and entered into as of the 27th
day of December, 2004, by and among the following General Partners:

Rosewood Farm Inc.
L and L Training and Management LLC

and the following Limited Partners:

Grace Elizabeth Lowenthal
Robert Charles Lowenthal
Lynda Donald Jones
Elizabeth A. Lowenthal Trust

In consideration of the mutual covenants herein, the Parties hereby form a
Limited Partnership upon the following terms and conditions:

ARTICLE I BASIC STRUCTURE

1.1. Formation. The Parties hereby form a Limited Partnership pursuant to the
Limited Partnership Act of the State of Alabama.

1.2. Partnership Name. The business of the Partnership shall be conducted
under the name of THE Rustic Farms and Land LIMITED PARTNERSHIP.

1.3. Business and Purpose. The business and purpose of the Partnership shall
be to engage in any lawful act or activity in which a partnership may engage, including,
but without limitation, to engage generally in any and all phases of the business of
owning, holding, managing, controlling, acquiring, purchasing, disposing of, or otherwise
dealing in or with any interests or rights in any real or personal property, directly or
through one or more other partnerships or other entities or arrangements.

1.4. Principal Place of Business. The principal place of business of the
Partnership shall be at Shelby County, State of Alabama, or at such other place as the

General Partners may from time to time designate.

1.5. Term. The Partnership shall commence on the date first above written and shall continue perpetually.

ARTICLE II FINANCIAL ARRANGEMENTS

2.1. Initial Capital Contributions. The initial capital contributions of the Partners are shown on the attached Schedule "A." The percentage interests express the share of property shown on said attached Schedule "A," contributed by and for the partners. The percentage share of capital of each Partner is therefore as follows:

GENERAL PARTNERS -- INITIAL PERCENTAGE SHARE OF CAPITAL

Rosewood Farm Inc. -- 2%
L and L Training and Management LLC -- 1%

LIMITED PARTNERS -- INITIAL PERCENTAGE SHARE OF CAPITAL

Grace Elizabeth Lowenthal -- 5%
Robert Charles Lowenthal -- 5%
Lynda Donald Jones -- 20%
Elizabeth A. Lowenthal Trust -- 67%

2.2. Additional Capital Contributions. There shall be no additional capital contributions to the capital of the Partnership unless otherwise agreed to in writing by all of the Partners. A Partner may assign his or her own interest to others but only as herein provided.

2.3. Return of Capital Contributions. Each Partner irrevocably waives any statutory, equitable, or other rights he or she may have to withdraw or demand the return of his or her capital contribution except as provided herein.

2.4. No Interest on Capital Contributions. Capital contributions to the Partnership shall not bear interest.

2.5. Nature of Interests. All property owned by the Partnership, whether real or personal, tangible or intangible, shall be deemed to be owned by the Partnership as an entity. No Partner shall have any direct ownership of any Partnership property.

2.6. Partners' Share of the Profits and Losses. Each Partner shall share in the profits and losses of the Partnership according to each Partner's respective percentage share of capital.

2.7. Limitation on Liability for Limited Partners. No Limited Partner shall

personally be liable for any of the debts or losses of the Partnership beyond such Partner's capital interest in the Partnership.

2.8. **Rights of Priority.** Except as herein provided, the individual Partners shall have no right to any priority over each other as to the return of capital contributions.

2.9. **Distributions of Available Funds.** All distributions of Available Funds shall be allocated among the Partners in proportion to the Partners' Capital Accounts as of the beginning of the current calendar year. (Capital Accounts are adjusted from time to time as provided in Paragraph 3.1 below.) The General Partners may in their discretion distribute the profits and/or capital of the Partnership business pro rata or non pro rata as they deem advisable. The limited partners are only entitled to a distribution as determined by the General Partners in their sole discretion.

ARTICLE III ACCOUNTING FOR THE PARTNERSHIP

3.1. **Capital Accounts.** Separate capital accounts shall be maintained for each Partner. The capital interest of each Partner shall consist of all such Partner's contributions to the capital of the Partnership, plus such Partner's share of Partnership profits transferred to capital, less distributions to such Partner in reduction of such Partner's Partnership capital, and less such Partner's share of Partnership losses if transferred from such Partner's drawing account.

3.2. **Drawing Accounts.** An individual drawing account shall be maintained for each Partner. All withdrawals, made by a Partner shall be charged to such Partner's drawing account. Each Partner's share of profits and losses shall be credited or charged to such Partner's drawing account.

A credit balance of a Partner's drawing account shall constitute a Partnership liability to that Partner. It shall not constitute a part of such Partner's capital account or such Partner's interest in the capital of the Partnership. If, after the net profit or the net loss of the Partnership for the fiscal year has been determined, a Partner's drawing account shows a deficit (a debit balance), whether occasioned by drawings in excess of such Partner's share of Partnership profits or by charging such Partner for such Partner's share of a Partnership loss. However, in no event shall any Limited Partner be liable for any amount beyond the balance in such Partner's capital account.

Payment of any amount owing to the Partnership shall be made in a manner and time determined by the General Partners. Such obligations shall not be made payable on demand nor shall interest be charged thereon.

3.3. **Accounting Year.** The Partnership's fiscal year shall commence on January 1 of each year and shall end on December 31 of each year.

3.4. **Method of Accounting.** The Partnership shall maintain its accounting records in accordance with generally accepted accounting principles and shall report for income tax purposes on the cash basis.

3.5. **Books and Records.** The General Partners shall maintain the books and records of the Partnership at the principal place of business. Each Partner shall have reasonable access to such books and records and shall be entitled upon reasonable notice to examine them at any time during the Partnership's ordinary business hours.

3.6. **Annual Statements.** The General Partners may, in their sole and absolute discretion, cause the Partnership's accountant to prepare a balance sheet setting forth the financial position of the Partnership and a statement of operations (income and expenses). A copy of any such balance sheet and statement of operations shall be made available for the inspection of each Partner as soon as it is available. Copies of all income tax returns filed by the Partnership also shall be made available for the inspection of all Partners. The General Partners shall notify all Partners of the existence of any such documents, and shall allow the examination of such documents as provided above in Paragraph 3.5.

Each Partner shall be deemed to have waived all objections to any transaction or other facts about the operation of the Partnership disclosed in the balance sheet, statement of operations, and income tax returns unless he or she shall have notified the General Partners in writing of his or her objections within thirty (30) days of the date on which each such document is mailed to said partner.

ARTICLE IV ADMINISTRATIVE PROVISIONS

4.1. **Management.** The business of the Partnership shall be under the exclusive control of the General Partners who shall act by a majority vote in all business affairs. For these purposes each General Partner shall have one vote. The Limited Partners shall not participate in the management of the business of the Partnership.

4.2. **Time Devoted by General Partners.** The General Partners are required to devote to the business of the Partnership such time as is reasonable and prudent.

4.3. **Conflicts of Interest.** Partners may engage in or possess interests in other business ventures of every kind and description for their own accounts. Neither the Partnership nor any of the Partners shall have any rights by virtue of this Agreement in such independent business ventures or to the income or profits derived therefrom.

4.4. **Powers of the General Partners.** The General Partners shall have the authority to exercise the powers reasonably necessary in order to pursue the Partnership's purposes including, but not limited to, the following:

- a. To obtain, sell, convey, mortgage, encumber, lease, exchange, pledge, partition, plat, subdivide, improve, repair, surrender, abandon, or otherwise deal with or dispose of any and all real

property of whatsoever character and wheresoever situated at such time or times and in such manner and upon such terms as the General Partners deem expedient and proper; to give options therefore, to execute deeds, transfers, leases, pledges, mortgages, and other instruments of any kind. Any leases and contracts may extend beyond the term of the Partnership.

- b. To acquire any personal property for the use of the Partnership.
- c. To buy, sell and trade in securities of any nature (including commodities, options, futures, etc.), including short sales and on margin, and for such purposes may maintain and operate margin accounts with such brokers as security for loans and advances made to the General Partners, and to acquire, by purchase or otherwise, and to retain, so long as they deem advisable, any kind of realty or personal property or undivided interest therein, including common and preferred stocks, bonds or other unsecured obligations, options, warrants, interests in limited partnerships, investment trusts and discretionary common trust funds, all without diversification as to kind or amount, without being limited to investments authorized by law for the investment of Partnership funds.
- d. To sell, transfer, assign, convey, lease, exchange, or otherwise dispose of any or all of the assets of the Partnership upon such terms and conditions as the General Partners deem advisable, including a deferred payment sale or an exchange for other assets of any kind.
- e. To place record title to, or the right to use, Partnership assets in the name of a General Partner or the name of a nominee for any purpose convenient or beneficial to the Partnership.
- f. To open and to close checking accounts, savings accounts, and safety deposit boxes in banks or similar financial institutions, with or without indication of any fiduciary capacity; to deposit cash in and withdraw cash from such accounts and boxes, with or without any indication of any fiduciary capacity; to hold such accounts and securities in bearer form, or in the name of a General Partner, or in the name of a nominee, with or without indication of any fiduciary capacity.
- g. To borrow money upon terms acceptable to the General Partners from any person or entity, to pledge or mortgage any property as security therefore, and to renew any partnership indebtedness incurred by the General Partners.

- h. To lend money upon terms acceptable to the General Partners to any person or entity, and to enter into contracts or agreements which are not arms-length if they are consistent with the best interests of the partnership.
- i. To employ brokers, consultants, attorneys, accountants, architects, engineers, property managers, leasing agents and other agents, persons or entities deemed appropriate to the conduct of the Partnership business, including, without limitation, a General Partner, any persons or entities related to a General Partner, or in which a General Partner has an interest.
- j. To adjust, arbitrate, compromise, sue, defend, settle, abandon, or otherwise deal with any and all claims in favor of or against the Partnership.
- k. To acquire and enter into any contract of insurance which the General Partners deem necessary and proper for the protection of the Partnership, for the conservation of its assets, or for any purpose convenient or beneficial to the Partnership.
- l. To execute and deliver on behalf of the Partnership such documents or instruments as the General Partners deem appropriate in the conduct of the Partnership business. No person, firm, or corporation dealing with the Partnership shall be required to inquire into the authority of the General Partners to take any action or make any decisions.
- m. To make employment contracts, to pay pensions, and to establish pension and other incentive plans of any or all of its employees.
- n. To establish, invest, and maintain reserves for the benefit of the Partnership in such amounts as the General Partners, in their sole discretion, shall determine, and to expend such reserves in such amounts and for such purposes as the General Partners shall determine.

4.5. Restrictions on Powers. No Partner, without the consent of all the other Partners, shall:

- a. Do any act in contravention of this Agreement.
- b. Do any act which would make it impossible or impracticable to carry on the ordinary business of the Partnership.

- c. Confess judgment against the Partnership.
- d. Possess Partnership property, or assign his or her interest or rights in specific Partnership property for other than a Partnership purpose.
- e. Assign the Partnership's property in trust for creditors or on an assignee's promise to pay the creditors of the Partnership.

4.6. **Personal Service Contract.** In choosing General Partners in this Limited Partnership, the Partners are relying upon their knowledge of the character, integrity, family relationship and business acumen of the General Partners. As a result, the General Partners' right to manage the affairs of the Partnership is a personal service contract with the Partners which cannot be assigned to any other person or entity. In the event a General Partner attempts to make a voluntary or an involuntary assignment of that General Partner's management rights, the assignment shall be void and that General Partner shall be deemed to have violated its duties under this Agreement and its management rights shall immediately terminate. From that point forward, said General Partner shall be a Limited Partner of the Partnership with all the rights and responsibilities of a Limited Partner as set forth in this Agreement and by law.

4.7. **Expulsion of a Limited Partner.** The General Partners may terminate the interest of a Limited Partner and expel such Partner for any of the following reasons:

- a. If the Limited Partner is not also a General Partner, for interfering in the management of the Limited Partnership affairs or by holding themselves out to others as having the power to act for or bind the Partnership.
- b. For engaging in conduct which could result in the Partnership losing its tax status as a partnership.
- c. For engaging in conduct which tends to bring the Partnership into disrepute or such Partner's interest becomes subject to attachment, garnishment, or similar legal proceedings.
- d. For failing to meet any commitment to a General Partner in accordance with any written undertaking.

In each of the foregoing events, the termination shall not result in a forfeiture to the Limited Partner of the value of his or her interest in the Partnership at the time of termination.

4.8. **Removal of a General Partner.** A General Partner may be removed upon the written consent or affirmative vote of Limited Partners owning eighty-nine percent (89%) of the then outstanding Partnership interests. However, if the General Partner that

was voted to be removed is the only remaining General Partner, then before such removal is effective and simultaneously with such removal, a successor General Partner must be elected unanimously by the Limited Partners owning eighty-nine percent (89%) of the then outstanding Partnership interests.

4.9. **Withdrawal of General Partner.** Except as approved by the specific written consent of all Partners at the time, a person will cease to be a General Partner of the Partnership upon the happening of any of the following events:

- a. The General Partner withdraws from the Partnership or otherwise ceases to be a Partner of the Partnership as provided by the laws of the State where the Partnership is domiciled.
- b. The General Partner is removed as a General Partner in accordance with the Partnership Agreement.
- c. In the case of a General Partner who is acting as a General Partner by virtue of being a trustee of a trust, the termination of the trust, but not merely the substitution of a new trustee.
- d. In the case of a General Partner that is a separate entity, the dissolution and commencement of winding up of the separate entity.
- e. In the case of a General Partner that is a corporation, the filing of a certificate of dissolution, or its equivalent, for the corporation, or the revocation of the corporation's charter.
- f. In the case of a General Partner that is an estate, the distribution by the fiduciary of the estate's entire interest in the Partnership.
- g. The General Partner:
 - i. Makes an assignment, or whose Partnership interest is subject to an "Involuntary Assignment" (as defined in Article VIII), for the benefit of creditors or others;
 - ii. files a voluntary petition in bankruptcy;
 - iii. is adjudicated as bankrupt or insolvent;
 - iv. files a petition or answer seeking for himself, herself or itself readjustment, liquidation, dissolution, or similar relief under any statute, law, or regulation;
 - v. files an answer or other pleading admitting or failing to

- contest the material allegations of a petition filed against him, her or it in any proceeding described in the preceding subparagraph; or
- vi. seeks, consents to, or acquiesces in the appointment of a trustee, receiver, or liquidator of the General Partner or of all or any substantial part of his, her or its properties.
- h. In the case of a General Partner who is a natural person:
 - i. His or her death; or
 - ii. the entry of an order by a court of competent jurisdiction adjudicating him or her incompetent to manage his or her person or his or her estate.
- i. 120 days after the commencement of any proceeding against a General Partner seeking reorganization, arrangement, composition, readjustment, liquidation, dissolution, or similar relief under any statute, law, or regulation, the proceeding has not been dismissed, or if within 90 days after the appointment without his, her or its consent or acquiescence of a trustee, receiver, or liquidator of the General Partner or of all or any substantial part of his, her or its properties, the appointment is not vacated or stayed, or within 90 days after the expiration of any such stay, the appointment is not vacated.

Upon any of these events, the Partnership shall have the option to purchase that Partner's converted Limited Partnership interest or the assignee's interest of a transferee from the transferee. The purchase price for the interest shall be valued as provided herein. In addition, with the consent of the other Partners, a General Partner may choose to resign as a General Partner and become a Limited Partner.

4.10. **Distribution Rights On Withdrawal.** If a Partner withdraws from the Partnership, that Partner shall not have the right to payment of that Partner's Capital Account until the time the Partnership dissolves and winds up its business.

4.11. **Liability.** No Partner shall incur any liability for any mistakes or errors in judgment made in good faith and in the exercise of due care in connection with the Partnership business. No Partner shall be deemed to have violated any of the provisions of this Partnership Agreement for any such mistakes or errors in judgment.

4.12. **Indemnification of Partners.** The Partnership shall promptly indemnify each Partner for payments reasonably made and personal liabilities reasonably incurred by such Partner in the ordinary conduct of Partnership business or for the preservation of its business or property.

4.13. **Indemnification in General.** The Partnership shall indemnify, to the full extent permitted by law, any person who is made, or threatened to be made, a party to any action, suit, or proceeding (whether civil, criminal, administrative, or investigative) by reason of the fact that such person, or his or her testator or intestate, is or was a General Partner, employee, or agent of the partnership or serves or served any other enterprise at the request of the Partnership.

4.14. **Divorce.** The Partnership shall not be terminated by the divorce of a Partner.

4.15. **Lawsuits.** The Partnership shall not be terminated by a lawsuit against the Partnership or a Partner.

ARTICLE V MEETINGS OF PARTNERS

5.1. **Annual Meetings of Partners.** Annual meetings of Partners, if actually held, shall be held on such date and at such time as shall be designated from time to time by the General Partners and stated in the written notice of the meeting. At the meeting, the Partners shall transact such other business as may properly be brought before the meeting.

5.2. **Special Meetings of Partners.** Special meetings of the Partners, for any purpose or purposes, may be held by waiver of notice and consent and shall be called by the General Partners at the written request of Partners owning not less than ten percent (10%) of the entire capital or profit interest of the Partnership. Such request shall state the purpose or purposes of the proposed meeting.

Business transacted at a special meeting of the Partners shall be limited to the purposes stated in the written notice unless all of the Partners agree to do otherwise.

5.3. **Voting at Annual and Special Meetings.** All Partners shall have the right to vote at the annual meeting and any special meetings concerning business which may properly be brought before the meeting according to their respective percentage share of capital interest. Except as otherwise set forth herein, a majority of such capital shall control.

5.4. **No Meeting or Vote Required if Written Consent.** Whenever the vote of the Partners at a meeting is required or permitted to be taken, the meeting and vote of the Partners may be dispensed with if the written consent to such action is obtained from Partners having no less than the minimum percentage of the vote required of such action.

5.5. **General Partner Meetings.** The General Partners may hold meetings, both regular and special, either within or without the state of the Partnership's principal place of business. Regular meetings of the General Partners may be held without notice at such

time and at such place as shall from time to time be determined by the General Partners. Special meetings of the General Partners may be called by a General Partner on one (1) day's notice to each General Partner, either personally or by mail, electronic mail or by telegram.

At all meetings of the General Partners, a majority of the General Partners shall constitute a quorum for the transaction of business, and the act of a majority of the General Partners present at any meeting at which there is a quorum shall be the act of the General Partners. Any action required or permitted to be taken at any meeting of the General Partners may be taken without a meeting if the General Partners who have the necessary votes to take such action consent in writing.

5.6. Telephone and Electronic Conferences. Partners may participate in a meeting by means of telephone or electronic conference or similar communications equipment. All persons participating in a meeting pursuant to such equipment shall constitute presence in person at such meeting.

ARTICLE VI TRANSFER OF PARTNERSHIP INTEREST

6.1. Transfers. The Partners shall not sell, assign, pledge, or otherwise transfer or encumber in any manner or by any means whatever their share in all or any part of their interests of the partnership now owned or after acquired to a non-partner without having first obtained the consent of or offered such share to the other Partners and to the Partnership in accordance with the terms and conditions of this Agreement.

6.2. Joint Ownership. It is understood and agreed to by the parties hereto that the interest owned by a Partner may be owned jointly by said Partner and his or her spouse. The Partners agree that the spouses of the respective Partners shall in all respects be bound by this Agreement and that in the event that a Partner is required to sell his or her interest pursuant to this Agreement, the respective spouse must comply with this Agreement and shall execute any and all documents required as a result thereof.

6.3. Transfers to Living Trust. Any Partner may transfer his or her interest to his or her own Revocable Living Trust. Upon such transfer, legal title shall vest in such Living Trust, but such interest shall be subject to the same events and circumstances as if the transferring partner continued to own such interest individually. Further, said transferring Partner shall continue to exercise all rights and be liable for all duties imposed by this Agreement.

6.4. Adjustment of Tax Basis. Upon the transfer of an interest in the Partnership (including a purchase of such interest by the Partnership) or the distribution of an asset of the Partnership to a Partner, the Partnership may, at the sole discretion of the General Partners, elect, pursuant to Section 754 of the Internal Revenue Code of 1986, as amended, to adjust the basis of the Partnership Property as allowed by Sections

734(b) and 743(b) thereof. The election, if made, will be filed with the Partnership information income tax return for the first taxable year to which the election applies.

6.5. **Sale.** A Partner may sell his or her Partnership interest, but only after such Partner has first offered it to the Partnership and the other Partners as follows:

- a. The Partner shall give written notice to the Partnership that such Partner desires to sell his or her interest. The Partner shall attach to that notice the written offer of a prospective purchaser to buy the interest. This offer shall be complete in all details, including the purchase price and terms of payment. The Partner shall certify that the offer is genuine and in all respects what it purports to be.
- b. For one hundred twenty (120) days from receipt of the written notice from the Partner, the Partnership shall have the option to retire the interest of the Partner at the price and on the terms contained in the offer submitted by the Partner.
- c. If the Partnership does not retire the interest of the Partner, then the Partners shall have the option to acquire such Partner's interests at the price and on the terms contained in the offer submitted by the Partner. The Partners who exercise this option may acquire such Partner's interest in proportion to their respective capital interests, unless they otherwise agree to a different percentage, within sixty (60) days after the termination of the Partnership's option to buy.

6.6. **Voluntary Assignment.** Except as herein provided, a Partner shall not assign his or her Partnership interest. However, a Partner may assign his or her Partnership interest to other Partners without the consent of any other Partner.

6.7. **Transfer of General Partner Interest.** The transferee of a general partnership interest shall acquire such interest in the capacity of a non-General Partner.

6.8. **Death or Incompetency of a Limited Partner.** Upon the death or legal incompetency of an individual Limited Partner, such Partner's authorized representative shall have all of the rights of a Limited Partner for the purpose of settling or managing such Partner's estate. The authorized representative shall have such power as the decedent or incompetent possessed to assign such Limited Partner's interest in the Partnership to an assignee and to join with such assignee in making application to substitute such assignee as a Limited Partner.

6.9. **Cessation of a Legal Entity.** Upon the bankruptcy, insolvency, dissolution, or other cessation to exist as a legal entity, of a Limited Partner that is not an individual, the authorized representative of such entity shall have all the rights of a Limited Partner for the purpose of effecting the orderly winding up and disposition of the

business of such entity. The authorized representative shall have such power as such entity possessed to assign such interest of the entity in the Partnership to an assignee and to join with such assignee in making application to substitute such assignee as a Limited Partner.

6.10. **Restriction on Transfer because of Tax Effect.** No Limited Partner or other person who has become the holder of interest in this Partnership shall transfer, assign, or encumber all or any portion of such interest in the Partnership during any fiscal year if such transfer, assignment, or encumbrance would, in the sole discretion of the General Partners, result in the termination of the Partnership for purposes of the then applicable provisions of the Internal Revenue Code of 1986, as amended.

6.12. **Exemption From Restrictions.** The requirement of Partners' or Partnership consent under Paragraph 6.1 and the rights of first refusal under Paragraph 6.4 above shall not apply to a transfer of an interest in the Partnership to any person who is a Partner, a descendant of the Partner, a trust for the benefit of the Partner which is revocable by the Partner, or an entity owned and controlled 100% by the Partner. In all cases, no person or entity may become a new or substituted Partner unless he, she or it first tenders to the Partnership a writing (in form and content acceptable to the Partnership) by which the person or entity agrees to be bound by the provisions of this Agreement.

ARTICLE VII SUBSTITUTED LIMITED PARTNER

7.1. **Conditions.** No assignee (or transferee) of the whole or any portion of a Limited Partner's interest in the Limited Partnership shall have the right to become a substituted Limited Partner in place of such assignor unless all of the following conditions are satisfied:

- a. The General Partners, in their sole and absolute discretion, have consented in writing to the admission of the assignee as a substituted Limited Partner.
- b. The fully executed and acknowledged written instrument of assignment sets forth the intention of the assignor that the assignee become a substituted Limited Partner and the assignment has been filed with the Limited Partnership.
- c. The Limited Partnership interest being acquired by the assignee consists of all of the assigning Limited Partner's interest.
- d. The assignor and assignee execute and acknowledge such other instruments as the General Partners may deem necessary or

desirable to effect such admission, including the written acceptance and adoption by the assignee of the provisions of this Agreement and such assignee's execution, acknowledgment, and delivery to the General Partners of a Power of Attorney, the form and content of which shall be provided by the General Partners.

- e. A reasonable transfer fee, not exceeding fifteen percent (15%) of the present value of the transferred Partnership interest, has been paid by the assignee to the Partnership.

7.2. **Amendment Only Required Quarterly.** The General Partners will be required to amend the Agreement of Limited Partnership only quarterly to reflect the substitution of Limited Partners. Until the Agreement of Limited Partnership is so amended, an assignee shall not become a substituted Limited Partner.

7.3. **Consent Required.** Consent of any of the Limited Partners is required to effect the substitution of a Limited Partner, except that a Limited Partner who assigns his or her interest must evidence his or her intention that the assignee be admitted as a substituted Limited Partner in such Partner's place and he or she must execute all necessary instruments.

7.4. **Voting Interests.** In the event a vote of the Limited Partners shall be taken pursuant to this Agreement for any reason, a Limited Partner shall, solely for the purpose of determining the number of Partnership interests held by such Partner in weighing such Partner's vote, be deemed the holder of any Partnership interests assigned by such Partner in respect of which the assignee has not become a substituted Limited Partner. Provided that under no circumstances shall an assignee have such voting rights.

ARTICLE VIII INVOLUNTARY ASSIGNMENT

8.1. **No Partnership Dissolution.** If a Partner's interest is the subject of any valid levy, foreclosure, charging order, execution, or other similar involuntary proceeding (an "Involuntary Assignment"), the Partnership shall not dissolve. Instead, such Partner ("Involuntary Assignee") shall be deemed to have assigned such Partner's interest in the Partnership for the entire period during which the Involuntary Assignment remains in force.

8.2. **Rights of Involuntary Assignor.** A Partner who becomes an Involuntary Assignor shall forfeit, for the entire period during which the Involuntary Assignment remains in force, such Partner's allocation of Net Profits and Net Losses attributable to that Partner's interest in the Partnership. Also, notwithstanding any provision herein to the contrary, in no event shall any Involuntary Assignor have the right to participate in the management, voting or the administration of the Partnership's business, affairs, or assets, or have access to the Partnership's books, records and annual statements.

8.3. **Rights of Involuntary Assignee.** Any person or entity that becomes an assignee of a Partner's interest through an Involuntary Assignment ("Involuntary Assignee") shall receive, for the entire period during which the Involuntary Assignment remains in force, such Partner's allocation of Net Profits and Net Losses attributable to that Partner's interest in the Partnership, and shall receive only the distributions attributable to that Partner's interest. In no event and under no circumstances shall any Involuntary Assignee have any right to participate in the management, voting or the administration of the Partnership's business, affairs, or assets, or to become a substituted Partner. That is, for the entire period during which the Involuntary Assignment remains in force, any such voting rights shall be automatically terminated. Neither shall the Involuntary Assignee have access to the Partnership's books, records and annual statements.

For the duration of the Involuntary Assignment an Involuntary Assignee shall assume, subject to all of the provisions herein, full dominion and control of the Involuntary Assignor's interest in the Partnership and shall become, in effect, a Partner of the Partnership only for tax reporting purposes.

- a. **Tax Items.** All tax items associated with the assigned Partnership interest shall be allocated to the Involuntary Assignee, regardless of whether distributions are actually made, and appropriate tax forms shall be issued to and in such Involuntary Assignee's name. Upon satisfaction or other valid expiration of the order, the Involuntary Assignment shall be automatically voided, and the Involuntary Assignor shall have all of his, her or its prior rights, title and interest restored as a Limited Partner. That is, the Involuntary Assignment and the later abolition of such Involuntary Assignment shall occur without any further formality, consent or requirement.
- b. **Involuntary Assignee's Consents and Obligations.** An Involuntary Assignee, by seeking and obtaining an Involuntary Assignment against the Partnership Interest of a Partner, hereby consents and agrees for the duration of the Involuntary Assignment (i) to be bound by all the provisions, terms and covenants of the Partnership Agreement (as though such Involuntary Assignee were a signatory thereto); (ii) to fulfill, honor and pay all duties, obligations or liabilities which the Involuntary Assignor would otherwise owe to the Partnership; and (iii) to be responsible for and pay such federal, state and local income taxes, and any other applicable taxes, expenses, assessments and obligations of whatever nature allocated to the Involuntary Assignor's Partnership interest, regardless of whether profits, income, capital or other property have, in fact, been distributed to the Involuntary Assignee.

ARTICLE IX

DISSOLUTION

9.1. **Dissolution of Limited Partnership.** The Limited Partnership shall be dissolved only upon the occurrence of any of the following events:

- a. The expiration of the term of the Partnership.
- b. Voluntary dissolution of the Partnership by agreement of all of the General Partners and seventy-five percent (75%) of the Limited Partners.
- c. The written consent or affirmative vote to dissolve the Limited Partnership by Limited Partners owning more than eighty-nine percent (89%) of the then outstanding Partnership interests.
- d. The failure within a reasonable time to elect a successor General Partner simultaneously with the removal of the only remaining General Partner as required herein.
- e. The bankruptcy or dissolution of a Corporate General Partner (except by way of merger, consolidation, or corporate organization or reorganization) or the death, incapacity, or bankruptcy of an individual General Partner when no other General Partners remain or succeed; provided that the Limited Partners owning more than fifty percent (50%) of the then outstanding Partnership interests may determine to re-form the Partnership and elect a new General Partner and continue the Partnership's business. In such event, the Partnership shall be dissolved and all of its assets and liabilities shall be contributed to a new Limited Partnership which shall be formed, and all the remaining parties to this Agreement and such new General Partner shall become parties to such new Limited Partnership.

For purposes of obtaining the required vote to re-form the Partnership, Limited Partners owning ten percent (10%) or more of the then outstanding partnership interests may cause to be sent to Limited Partners of record a written notice setting forth the date and purpose of the meeting. Expenses incurred in the reformation, or attempted reformation, of the Partnership shall be deemed expenses of the Limited Partnership. For the purposes of this Section, an individual General Partner shall be deemed to be incapacitated if he or she is disabled and unable to take an active part in the management of the partnership business for a continuous period of at least six (6) months.

- f. The entry of a dissolution decree or judicial order by a court of

competent jurisdiction or by operation of law.

9.2. **Non-Termination of Partnership.** The Limited Partnership shall not be terminated by the death, insanity, bankruptcy, withdrawal, or expulsion of any Limited Partner, by the assignment of any Limited Partner of such Partner's interest, or by the admission of a new Partner.

9.3. **Liquidation of Assets.** In the event of dissolution and final termination, the General Partners shall wind up the affairs of the Partnership and shall sell all the Partnership assets as promptly as is consistent with obtaining, insofar as possible, the fair value thereof.

9.4. **Winding Up the Partnership.** Upon dissolution of the Partnership, the General Partners shall immediately commence to wind up and liquidate the Partnership business. The Partners shall continue to share profits and losses during the period of liquidation in the same proportions as before dissolution. In liquidating the Partnership business, the General Partners may either sell all or part of the Partnership assets and distribute the proceeds or may make distributions completely or partially in kind pro rata or non-pro rata as to specific assets. Such assets or proceeds therefrom, to the extent sufficient, shall be applied and distributed in the following order:

- a. Payment to creditors of the Partnership, other than Partners, in the order of priority provided by law.
- b. Payment to Partners for unpaid salaries and for the credit balances in their drawing accounts.
- c. Payment to the Partners of credit balances in their capital accounts.

9.5. **Gains or Losses in Process of Liquidation.** Any gain or loss on disposition of Partnership properties in liquidation shall be credited or charged to the Partners in proportion to their interest in profits or losses of the Partnership. Any property distributed in kind in liquidation shall be valued and treated as though the property were sold and the cash proceeds were distributed. The difference between the value of property distributed in kind and its book value shall be treated as a gain or loss on sale of the property and shall be credited or charged to the Partners in proportion to their interests in profits and losses of the Partnership.

9.6. **Right to Demand Property.** No Partner shall have the right to demand and receive property in kind of his or her distribution.

ARTICLE X POWER OF ATTORNEY

10.1. **Documents.** Each Partner and Involuntary Assignee hereby irrevocably constitutes and appoints each General Partner as his or her true and lawful attorney, in his

or her name, place, and stead, to make, execute, acknowledge, and file:

- a. Any certificate of Limited Partnership or other instrument which may be required to be executed or filed by the Partnership or which the General Partners shall deem advisable to execute or file.
- b. Any and all amendments or modifications to the instruments described herein.
- c. All documents which may be required to effectuate the dissolution and termination of the Partnership.

10.2. **Property and Claims.** Each Partner and Involuntary Assignee does hereby appoint the first named General Partner as his or her true and lawful attorney, in his or her name, place, and stead, to do the following:

- a. To purchase, deal with property, and manage the same including, without limitation, to sign, deliver, or record all deeds, contracts of sale, or other instruments conveying title to the property, either in the names of the Partners or in the name of the Partnership.
- b. To establish bank accounts for the Partnership and to deposit and withdraw funds therefrom, solely upon his or her signature.
- c. To demand, sue for, levy, or recover all sums of money, debts, rents, or other demands or claims of any nature whatsoever which are or shall be due the Partnership in such manner as a General Partner shall determine to be advisable.

10.3. **Powers Coupled with an Interest.** Each Partner and Involuntary Assignee expressly agrees and intends that the foregoing powers of attorney are coupled with an interest.

10.4. **Assignment.** The foregoing powers of attorney shall survive the delivery of an assignment (whether voluntary or involuntary) by any of the Partners of the whole or any portion of his or her Partnership interests.

10.5 **Notice.** From time to time, the General Partners may, at their sole discretion, send notice to the Partners of actions taken. If objection is not received by the General Partners within thirty (30) days of said notice, then said action shall be binding upon all of the partners.

ARTICLE XI MISCELLANEOUS

11.1 **Execution in Counterparts.** This Agreement may be executed in any

number of counterparts with the same effect as if all Parties had signed the same document. All counterparts shall be construed together and shall constitute one agreement. Each Party shall become bound by the agreement immediately upon affixing his or her signature hereto, independently of the signature of any other Party.

11.2 Sole Agreement. This Agreement and the exhibits hereto constitute the entire understanding of the Parties with respect to the subject matter hereof and supersede all prior agreements and understandings pertaining thereto.

11.3 Choice of Law. This Agreement and all rights and liabilities of the Partners, assignees, substituted limited partners, the Partnership, and the assets of the Partnership shall be subject to and governed by the internal laws of the state of Alabama-not the laws pertaining to choice or conflict of laws.

11.4 Severability. If any provision of this Agreement, or the application thereof, shall, for any reason and to any extent, be invalid or unenforceable, the remainder of this Agreement and the application of such provision to other persons or circumstances shall not be affected thereby, but rather shall be enforced to the maximum extent permissible under applicable law.

11.5 Agreement Binding. This agreement shall be binding upon the parties hereto and upon their heirs, executors, administrators, successors, or assigns, and the parties hereto agree for themselves and their heirs, executors, administrators, successors and assigns to execute any and all instruments in writing which are or may become necessary or proper to carry out the purpose and intent of this Agreement.

11.6 Titles and Subtitles. Titles of the articles, paragraphs, and subparagraphs are placed herein for convenient reference only and shall not to any extent have the effect of modifying, amending, or changing the express terms and provisions of the Partnership Agreement.

11.7 Words and Gender or Number. As used herein, unless the context clearly indicates the contrary, the singular number shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders.

11.8 Partner. Unless the context requires otherwise, any reference to a General Partner shall include all General Partners and any reference to the General Partners shall mean any General Partner. Any reference to Partner shall include both General Partners and Limited Partners.

11.9 Partnership Interest. Unless the context requires otherwise, any reference to an interest in the Partnership shall mean the capital interest in the Partnership.

11.10 Amendments. Except with respect to vested rights of the Partners, this Partnership Agreement may be amended at any time by an eighty-nine percent (89%) vote as measured by the interest in the sharing of profits and losses. A copy of any

amendment shall be promptly mailed or delivered to each Partner at such Partner's last known address.

11.11 Opinion of Counsel. The doing of any act or the failure to do any act by any Partner (the effect of which may cause or result in loss or damage to the Partnership), if pursuant to opinion of legal counsel employed by the General Partners on behalf of the Partnership, shall not subject such Partner to any liability.

Further, the General Partners shall not be liable for any error in judgment or any mistake of law or fact or any act done in good faith in the exercise of powers and authority conferred upon them, but shall be liable only for gross negligence or willful default.

11.12 Notice. Any and all notices provided for herein shall be given in writing by first class mail. The notice shall be addressed to the last address known to the sender or delivered to the recipient in person. Notice of a meeting shall be mailed not less than ten (10) nor more than sixty (60) days before the date of the meeting and shall state the date, time, and location of the meeting and the purpose or purposes of the proposed meeting.

11.13 Waiver in General. No failure by any party to insist upon the strict performance of any covenant, duty, agreement, or condition of this Agreement, or to exercise any right or remedy consequent upon a breach thereof, shall constitute a waiver of any such breach or any other covenant, duty, agreement, or condition.

11.14 Waiver of Action for Partition. Each of the Parties hereto irrevocably waives any statutory, equitable, or other rights that he or she may have to maintain any action for partition with respect to the Partnership property.

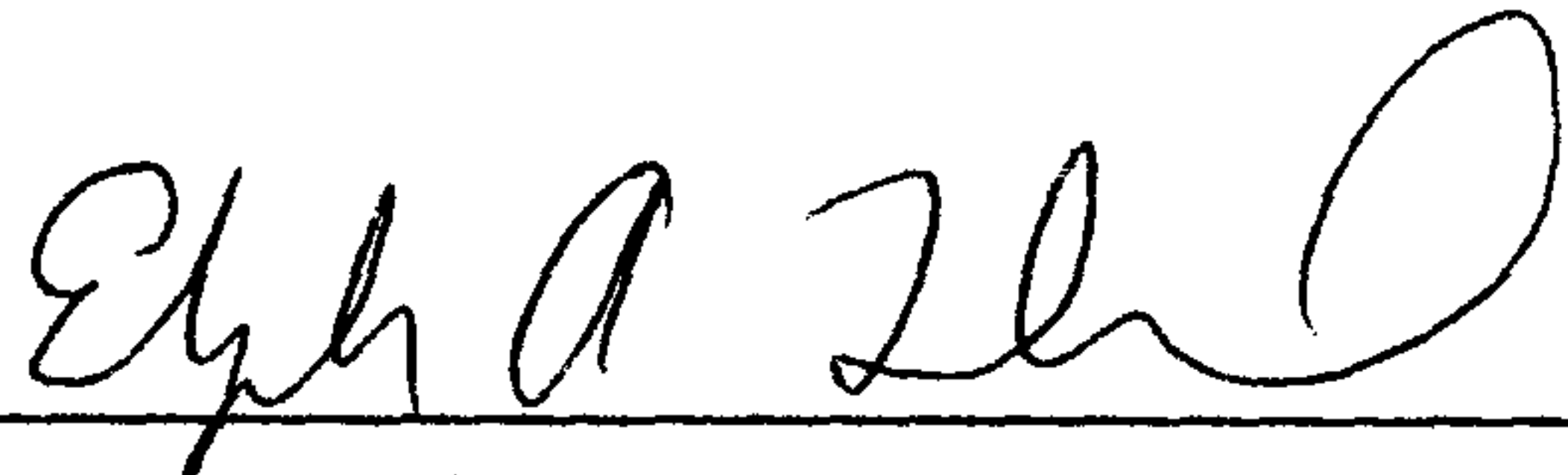
11.15 Successor In Interest. Each individual Partner shall have the unrestricted right to designate his or her successor in interest (following death) as to his or her interest in the Partnership, including his or her interest in any loan pursuant to Paragraph 4.4 above, by delivering an acknowledged instrument in writing to a General Partner. All Partners shall honor any such designation as a contractual obligation hereunder. In the absence of any such designation or evidence of a contrary intent, the General Partner shall recognize the deceased Partner's heirs at law as his or her successors in interest hereunder (as determined by the General Partner according to the laws of intestate succession of the deceased Partner's State of domicile). No such actual or deemed designation shall be treated as a testamentary transfer within the meaning of any statute's requirements for one's last will and testament.

11.16 Confidentiality. No partner, without the General Partners' express written consent, may divulge to others any information not already known to the public pertinent to the services, customers, assets, income or operations of the Partnership, whether before or after the Partnership's dissolution.

DESIGNATION OF SUCCESSOR IN INTEREST

As provided in Section 11.15 of the Limited Partnership Agreement of the Rustic Farms and Land Limited Partnership, the undersigned has the unrestricted right to designate his successor in interest (following death) by delivering an acknowledged instrument in writing to the General Partners of the Partnership. The undersigned hereby exercises this right and expressly designates Lynda Donald Jones as his successor in interest.

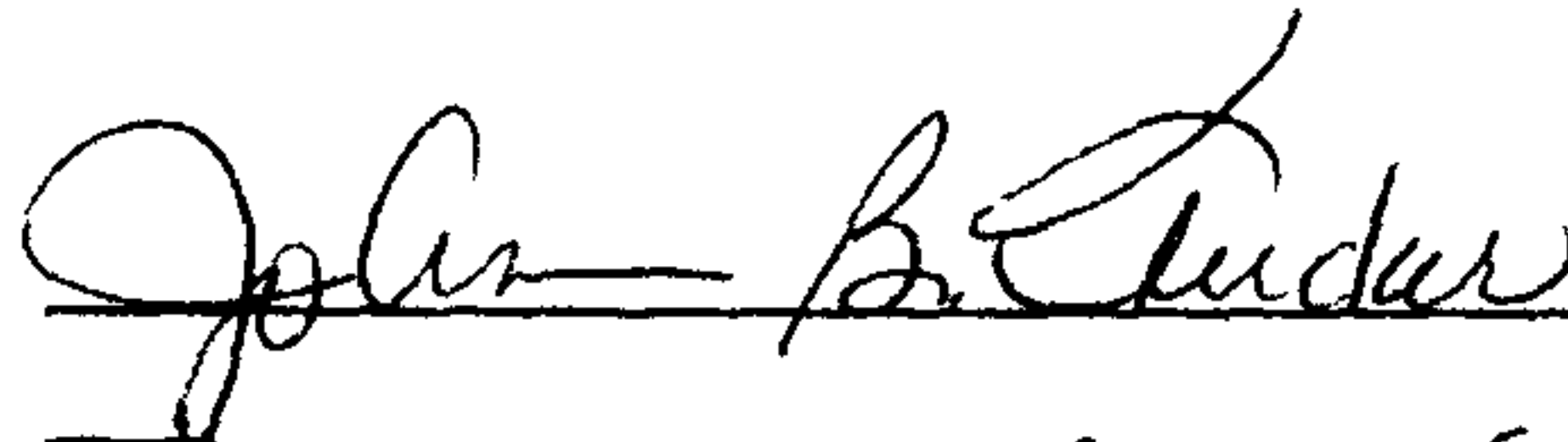
DATED this 1ST day of November, 2004.



Elizabeth Lowenthal, Partner

STATE OF Alabama)
COUNTY OF Shelby)
:ss.

The foregoing instrument was acknowledged before me on this 1st day of November, 2004, by Elizabeth A. Lowenthal.



Notary Public my commission expires 5/14/08

11.17 Arbitration. Any controversy or claim arising out of or relating to this Agreement shall only be settled by arbitration in accordance with the rules of the American Arbitration Association, by one Arbitrator, and shall be enforceable in any court having competent jurisdiction.

11.18 Validity. If any portions of this Agreement shall be held invalid or inoperative, then, insofar as it is reasonable and possible,

- a. the remainder of this Agreement shall be considered valid and operative, and
- b. effect shall be given to the intent manifested by the portion held invalid or inoperative.

GENERAL PARTNERS:

Elyse A. Zerk
Signature
for Rosewood Farm Inc

Lynda Donald Jones
Signature
(for GL Training + Mgmt)

LIMITED PARTNERS:

Robert T. Lowenthal
Signature

Lynda Donald Jones
Signature

Doree Elizabeth Lowenthal
Signature

Elyse A. Zerk
Signature

Schedule "A"

Attached to THE Rustic Farms and Land LIMITED PARTNERSHIP, dated the
27th day of December, 2004. (5 parcels of land as designated)

1. The following real estate subject to the encumbrances owed thereon, to-wit:

A parcel of land in the SE 1/4 of the SE 1/4 of section 34, township 21 south, range 1 west, being a part of the same land described in a deed to Elizabeth Ann Lowenthal, recorded in instrument number 1997-16208 of the real property records of Shelby County, Alabama. Said Parcel of land being more particularly described as follows: Beginning at a concrete monument, found at the SE corner of said section 34; thence N 00°37'26" W along the E line of said section, a distance of 1331.88 feet to a point in the center of the road: All specifications as described below:

THENCE ALONG THE CENTER OF SAID ROAD THE FOLLOWING COURSES,

S 82°08'19" W, A DISTANCE OF 71.86 FEET,
S 88°43'14" W, A DISTANCE OF 140.06 FEET,
S 75°21'42" W, A DISTANCE OF 58.74 FEET,
S 57°41'31" W, A DISTANCE OF 89.45 FEET,
S 49°49'38" W, A DISTANCE OF 111.94 FEET,
S 35°42'40" W, A DISTANCE OF 68.86 FEET,
S 17°06'26" W, A DISTANCE OF 30.97 FEET,
S 07°09'22" W, A DISTANCE OF 35.89 FEET,
S 09°54'15" E, A DISTANCE OF 55.52 FEET,
S 28°20'28" E, A DISTANCE OF 176.90 FEET,
S 02°52'44" E, A DISTANCE OF 99.19 FEET,
S 37°14'24" W, A DISTANCE OF 112.39 FEET,
S 35°08'18" W, A DISTANCE OF 79.02 FEET,
S 18°10'20" W, A DISTANCE OF 84.47 FEET,
S 29°54'24" W, A DISTANCE OF 58.48 FEET,
S 36°24'34" W, A DISTANCE OF 118.99 FEET,
S 46°30'15" W, A DISTANCE OF 86.70 FEET,
S 62°09'20" W, A DISTANCE OF 102.29 FEET;

THENCE S 44°57'07" W, A DISTANCE OF 93.74 FEET, TO A POINT ON THE WEST EDGE OF SAID ROAD;

THENCE S 50°55'29" W, A DISTANCE OF 29.12 FEET, TO A POINT;

THENCE S 37°10'17" W, A DISTANCE OF 200.46 FEET, TO A POINT;

THENCE S 26°17'16" W, A DISTANCE OF 37.99 FEET TO A 1/2" REBAR FOUND, WITH A CAP STAMPED "S. WHEELER RPLS 16165", ON THE SOUTH LINE OF SAID SIXTEENTH SECTION;

THENCE N 89°15'02" E, A DISTANCE OF 1018.74 FEET TO THE POINT OF BEGINNING. THE HEREIN DESCRIBED PARCEL CONTAINS 17.36 ACRES OF LAND.

Parcel # 2

Commence at the NW corner of the SE 1/4 of the NE 1/4 of section 12, Township 22 North, Range 15 East, Chilton County Alabama, said point also being the POINT OF BEGINNING. Said parcel of land contains 3.72 acres, and a rustic cabin located on Chilton County 262. This same land described in a deed to Elizabeth Ann Lowenthal in April of 2001. Specifications are as described below:

Commence at the NW corner of the SE 1/4 of the NE 1/4 of Section 12, Township 22 North, Range 15 East, Chilton County, Alabama said point also being the POINT OF BEGINNING; thence S 00deg-58'27" E along the west line of said 1/4-1/4 section a distance of 197.70' to the centerline of Cave Branch; thence S 82deg-38'50" E along said centerline 15.41'; thence N 70deg-49'20" E along said centerline 57.83'; thence N 55deg-59'00" E along said centerline 80.38'; thence S 58deg-43'34" E along said centerline 180.70'; thence S 04deg-53'34" W along said centerline 84.21'; thence S 77deg-48'21" E along said centerline 48.29'; thence N 88deg-48'18" E along said centerline 79.72'; thence S 21deg-00'20" E along said centerline 32.88'; thence S 47deg-15'05" E along said centerline 42.09'; thence N 45deg-48'54" E along said centerline 89.78'; thence N 55deg-08'43" E along said centerline 51.55'; thence N 39deg-36'51" E along said centerline 180.44'; thence N 20deg-18'18" E along said centerline 55.77'; thence N 86deg-25'02" E along said centerline 23.22'; thence S 88deg-14'31" E along said centerline 31.18'; thence N 75deg-58'28" E along said centerline 19.97'; thence S 84deg-33'58" E along said centerline 71.87'; thence N 83deg-08'28" E along said centerline 54.18'; thence N 88deg-16'09" E along said centerline 30.94'; thence N 41deg-04'28" E along said centerline 21.72'; thence N 85deg-58'45" E along said centerline 123.54'; thence N 88deg-51'12" W and leaving said centerline 1008.58' to the POINT OF BEGINNING. Said parcel of land contains 3.72 acres or less.

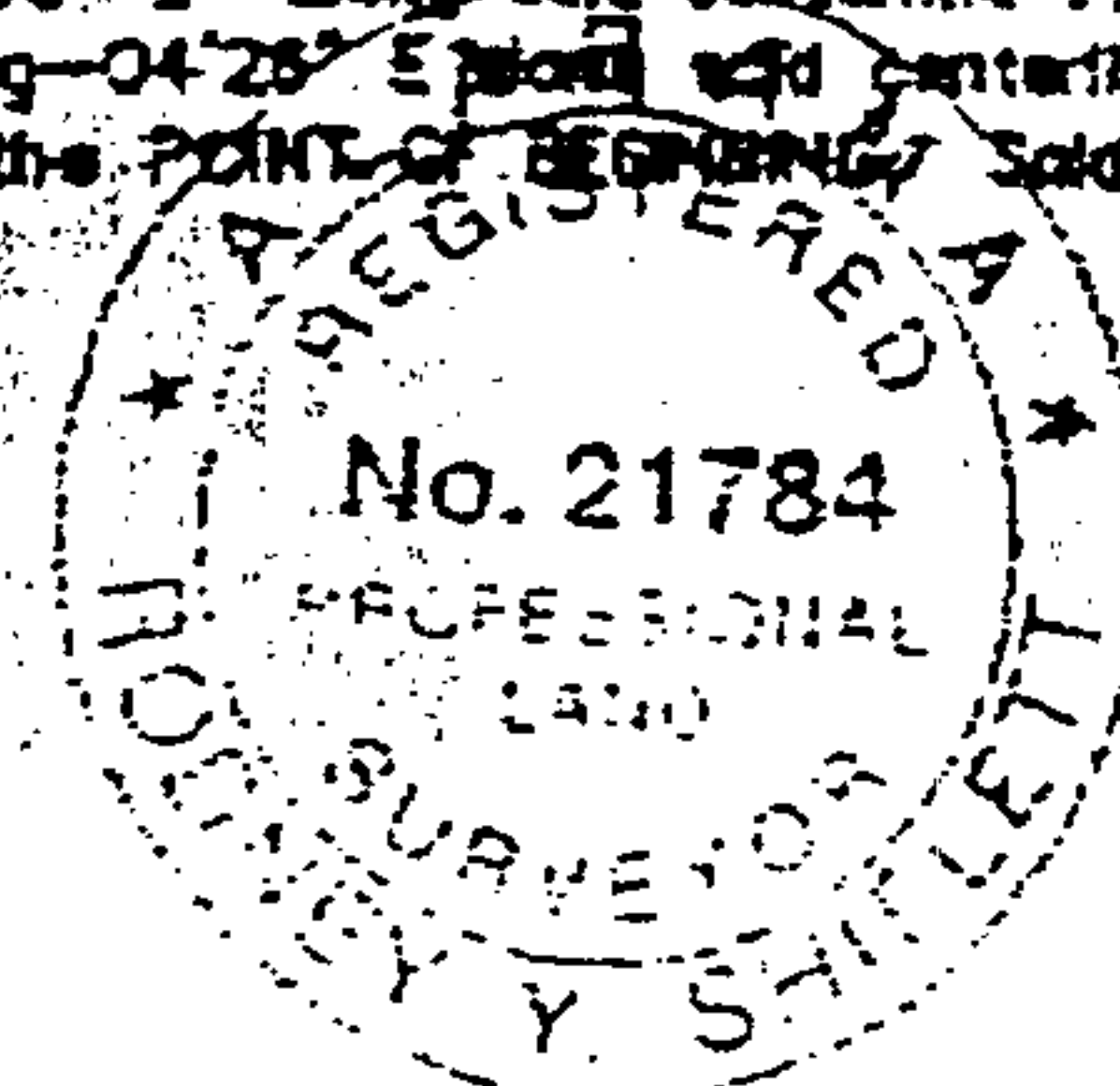
LESS AND EXCEPT the right-of-way of Chilton County Hwy 262.

SUBJECT TO any right-of-ways and/or easements that may be found in public records.

According to my survey of April 28, 2001

Rodney Y. Shiflett
Rodney Y. Shiflett

Al. Reg. No. 21784



Parcel # 3
(in aggregate)

Parcel # 2

40 acre parcel of land adjacent to 3.72 acres described above
as described in a deed to Elizabeth A. Lowenthal in 2002 as
described below:

PARCEL 1

Begin at the NE corner of Section 12, Township 22 N, Range 15E, Chilton County, Alabama; Thence S 01 degree, 31 minutes, 42 seconds E 509.56 feet; Thence S 74 degrees, 13 minutes, 07 seconds W 146.67 feet; Thence S 23 degrees, 06 minutes, 53 seconds E 200.00 feet to the Northerly margin of County Road 262; Thence along said road S 72 degrees, 24 minutes, 17 seconds W 169.28; Thence continue along said road S 62 degrees, 29 minutes, 03 seconds W 386.29 feet; Thence continue along said road S 59 degrees, 48 minutes, 53 seconds W 116.60 feet; Thence continue along said road S 56 degrees, 23 minutes, 10 seconds W 150.42 feet; Thence continue along said road S 52 degrees, 26 minutes, 42 seconds W 383.79 feet; Thence leaving said road S 89 degrees, 17 minutes, 07 seconds W 177.33 feet; Thence N 01 degree, 51 minutes, 53 seconds W 1309.48 feet; Thence N 88 degrees, 34 minutes, 57 seconds E 1303.56 feet to the Point of Beginning; Said parcel containing 29.68 acres more or less.

PARCEL 2

Begin at the SE corner of the NE 1/4 of the NE 1/4 of Section 12, Township 22 N, Range 15E, Chilton County, Alabama; Thence N 01 degree, 31 minutes, 42 seconds W 420.38 feet; Thence N 23 degrees, 06 minutes, 53 seconds W 145.93 feet to the Southerly margin of County Road 262; Thence along said road S 72 degrees, 30 minutes, 40 seconds W 171.25 feet; Thence continue along said road S 62 degrees, 26 minutes, 15 seconds W 381.29 feet; Thence continue along said road S 59 degrees, 42 minutes, 31 seconds W 114.69 feet; Thence continue along said road S 56 degrees, 23 minutes, 48 seconds W 145.34 feet; Thence continue along said road S 52 degrees, 26 minutes, 42 seconds W 330.40 feet; Thence leaving said road N 89 degrees, 17 minutes, 07 seconds E 1051.95 feet to the Point of Beginning; Said parcel containing 7.90 acres more or less.

STATE OF ALA. CHILTON CO
I CERTIFY THIS
INSTRUMENT WAS FILED

2003 MAY -6 PM 1:34

UCC FILE NUMBER OR REC.
BK. & PAGE AS SHOWN ABOVE

Robert M. Martin

DEED 92.00

MORTG

REC 8-50

INDEX 520

D.A. FEE 2.00

Parcel # 4

COPY

This instrument was prepared by:
Fancher & Green, LLP
P. O. Box 185
Clanton, AL 35046

1977 Co Rd 8
Temison AL

WARRANTY DEED

THE STATE OF ALABAMA)
CHILTON COUNTY)

Know All Men by These Presents: That in consideration of One Hundred Twenty Nine Thousand Nine Hundred and 00/100 Dollars to the undersigned Charles M. Bowden and Cheri Y. Bowden, a married couple, (herein referred to as Grantors), in hand paid by Elizabeth Lowenthal, (herein referred to as Grantee), the receipt whereof is hereby acknowledged, Grantors do hereby grant, bargain, sell and convey unto Grantee the following described real estate, situated in Chilton County, Alabama, to-wit:

Commence at the Southwest corner of Section 13, Township 23 North, Range 14 East; thence run East along the South line of Section 13 for 1106.36 feet; thence turn an angle to the left of 88 degrees 27 minutes 39 seconds and run North for 70.00 feet to the point of beginning; thence continue along the last described course for 525.00 feet; thence turn an angle to the left of 102 degrees 01 minute 32 seconds and run Southwest for 340.00 feet; thence turn an angle to the left of 114 degrees 11 minutes 07 seconds and run Southeast for 562.88 feet to the point of beginning.

To Have and to Hold to the said Grantee, her heirs and assigns forever.

And we do, for ourselves and for our heirs, executors and administrators, covenant with said Grantee, her heirs and assigns, that we are lawfully seized in fee simple of said premises; that they are free from all encumbrances, unless otherwise stated above; that we have a good right to sell and convey the same as aforesaid; that we will, and our heirs, executors and administrators shall warrant and defend the same to the said Grantee, her heirs and assigns forever, against the lawful claims of all persons.

IN WITNESS WHEREOF, we have hereunto set our hands and seals this 4th day of August, 2004.

Charles M. Bowden (Seal)

Cheri Y. Bowden (Seal)

THE STATE OF ALABAMA)
CHILTON COUNTY)

I, Lisa L. Ramsey, a Notary Public for the State of Alabama at Large, hereby certify that Charles M. Bowden and Cheri Y. Bowden, whose names are signed to the foregoing conveyance and who are known to me, acknowledged before me on this day that, being informed of the contents of the conveyance, they executed the same voluntarily on the day the same bears date.

Lisa L. Ramsey
Notary Public

40 Park Circle
Vincent, AL

(5)

Exhibit A

Lot 9 , Block 4 according to the Survey of Pine Hills Subdivision in Vincent, Alabama as recorded in Map Book 4, Page 45, Shelby County, Alabama Records.

The above-described real estate is hereby conveyed to said Rustic Farms and Land LIMITED PARTNERSHIP with Grantors retaining the obligation to personally pay all obligations thereon if any presently exist.

DATED the 27th day of December, 2004.

Lynda Donald Jones

General Partner: L & L Training and Management, LLC

Elizabeth A. Lowenthal

General Partner: Rosewood Farm Inc

STATE OF Alabama

COUNTY OF Shelby

On the 27th day of December, 2004, personally appeared before me Lynda Donald Jones and Elizabeth A. Lowenthal, the signer(s) of the within instrument, who duly acknowledged to me that they executed the same.

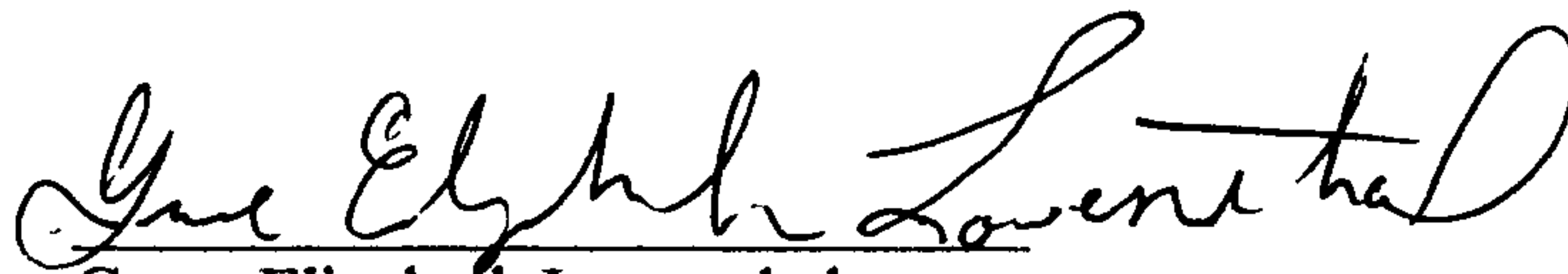
William B. Kunkin
Notary Public

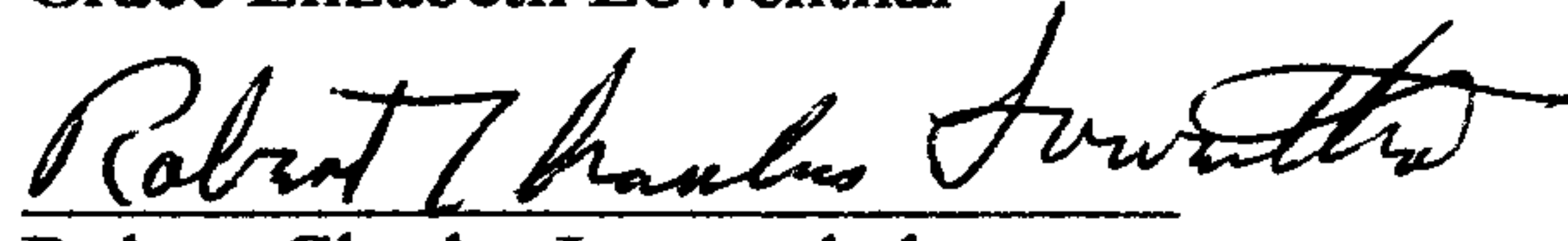
711 Olde Towne Circle Alabaster, AL 35007
Residing at:

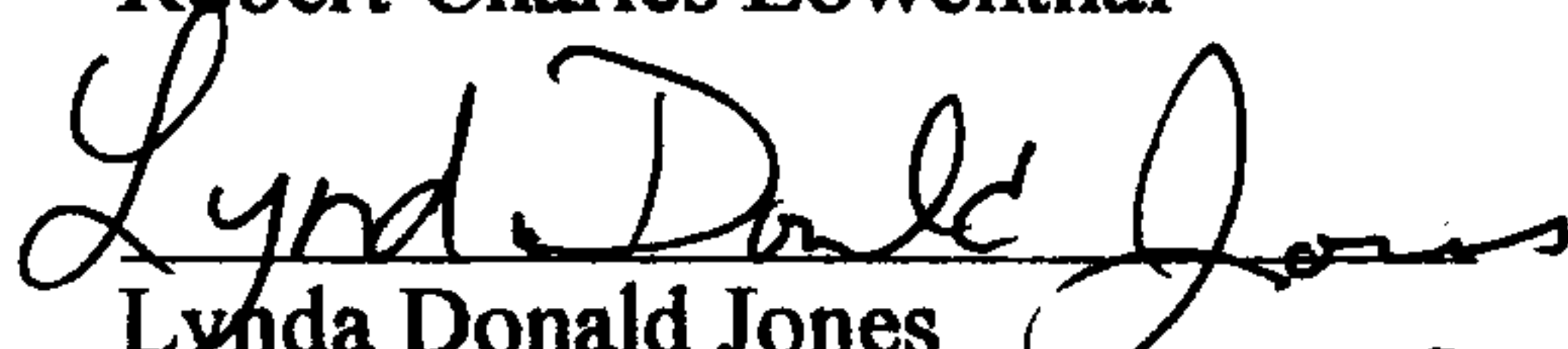
5/14/2008
My Commission expires:

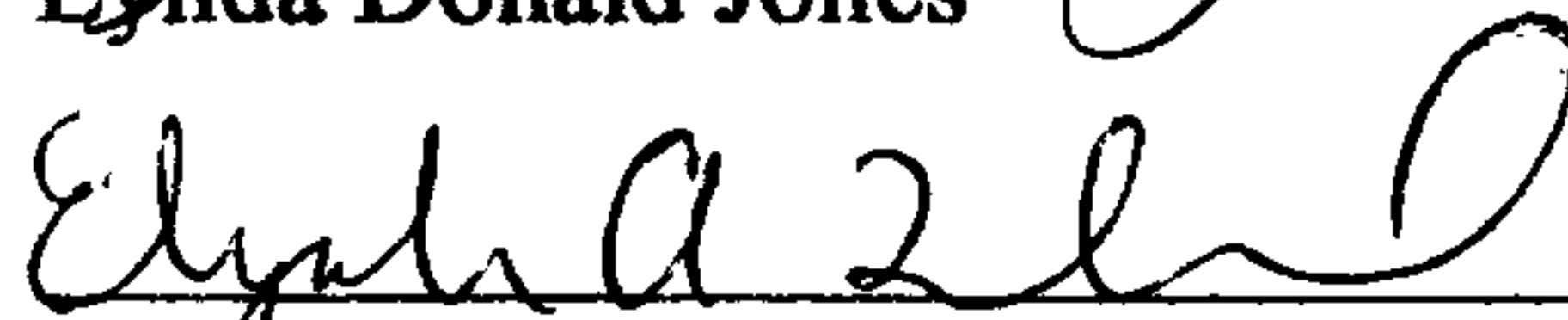
LIMITED PARTNERS:

20050110000013580 Pg 34/34 80.00
Shelby Cnty Judge of Probate, AL
01/10/2005 11:52:00 FILED/CERTIFIED


Grace Elizabeth Lowenthal


Robert Charles Lowenthal


Lynda Donald Jones


Elizabeth A. Lowenthal Trust