

CERTIFICATE OF FORMATION AND CONVERSION
OF
AMAZING KIDS, LP

The undersigned Robert W. Kuehner, Cynthia G. Kuehner and Amazing Kids Management Group, Inc. do hereby form a limited partnership under the authority of Section 10A-1-3.01, *et seq.*, *Code of Alabama* (1975), and do hereby certify that the following information is true and correct:

1. The name of the limited partnership shall be Amazing Kids, LP (the "Limited Partnership").

2. This limited partnership was converted from AmazingKids, LLC, an Alabama limited liability company, filed with the Judge of Probate of Shelby County, Alabama, on March 7, 2008 in Instrument Number 20080307000094330, and having filed its Articles of Organization in the Office of the Secretary of State of the State of Alabama on March 7, 2008, and having its registered office at 2975 Pelham Parkway, Pelham, AL 35124.

3. The conversion by AmazingKids, LLC to Amazing Kids, LP, was approved pursuant to Section 10A-1-8.01, *et seq.*, *Code of Alabama* (1975), with Amazing Kids Management Group, Inc., General Partner of Amazing Kids, LP, giving its express written consent.

4. This limited partnership is not a limited liability limited partnership.

5. The general character of the business of the Limited Partnership shall be to manage and operate commercial child care facilities.

6. (a) The street address of the office of the Limited Partnership is 981 Dow Street, Pelham, AL 35124. The office of the Limited Partnership is located in Shelby County, Alabama.

(b) The name and street address of the agent for service of process is:

Robert W. Kuehner
981 Dow Street, Pelham, AL 35124

7. The name and the mailing address of each partner are as follows:

General Partner

Amazing Kids Management Group, Inc.
981 Dow Street, Pelham, AL 35124

Limited Partners

Robert W. Kuehner
981 Dow Street, Pelham, AL 35124

Cynthia G. Kuehner
981 Dow Street, Pelham, AL 35124

8. To the extent not provided for herein, all of the rights and duties of the partners are determined according the Articles of Limited Partnership of even date entered into by the below-signed partners.

Sworn and subscribed to on this the 29th day of December, 2011.

GENERAL PARTNER:

AMAZING KIDS MANAGEMENT GROUP, INC.

By: 

Robert W. Kuehner

As its President

LIMITED PARTNERS:


Robert W. Kuehner


Cynthia G. Kuehner



STATE OF ALABAMA)
COUNTY OF SHELBY)

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that Robert W. Kuehner, whose name as President of Amazing Kids Management Group, Inc., an Alabama corporation, is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day, that, being informed of the contents of the instrument, he, as such President, executed the same voluntarily for and on behalf of such Corporation.

Given under my hand and seal this 29th day of December, 2011.

Lorine S. Cantrell
Notary Public

NOTARY PUBLIC STATE OF ALABAMA AT LARGE
MY COMMISSION EXPIRES: June 21, 2013
BONDED THRU NOTARY PUBLIC UNDERWRITERS

My Commission Expires: _____

STATE OF ALABAMA)
COUNTY OF SHELBY)

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that Robert W. Kuehner, whose name is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day, that, being informed of the contents of the instrument, she executed the same voluntarily on the day the same bears date.

Given under my hand and seal this 29th day of December, 2011.

Lorine S. Cantrell
Notary Public

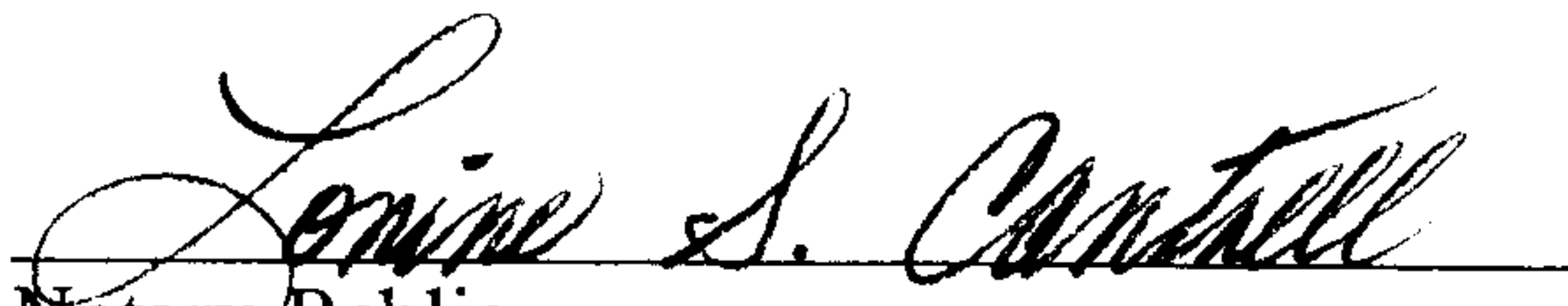
NOTARY PUBLIC STATE OF ALABAMA AT LARGE
MY COMMISSION EXPIRES: June 21, 2013
BONDED THRU NOTARY PUBLIC UNDERWRITERS

My Commission Expires: _____

STATE OF ALABAMA)
COUNTY OF SHELBY)

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that Cynthia G. Kuehner, whose name is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day, that, being informed of the contents of the instrument, she executed the same voluntarily on the day the same bears date.

Given under my hand and seal this 29th day of December, 2011.



Notary Public

NOTARY PUBLIC STATE OF ALABAMA AT LARGE
MY COMMISSION EXPIRES: June 21, 2013
BONDED THRU NOTARY PUBLIC UNDERWRITERS

My Commission Expires: _____

Alabama
Sec. Of State

Entity Change
417-248 DLL
Date 12/29/2011
Time 17:00
120531 5 Pg

File \$100.00
Ackn \$.00
Exp \$.00

Total \$100.00
05/010



**CONSENT OF MEMBERS OF
AMAZINGKIDS, LLC
APPROVING CONVERSION**

We, the undersigned, being all of the Members of AmazingKids, LLC, an Alabama limited liability company, do hereby adopt the following resolutions by giving our written consent thereto:

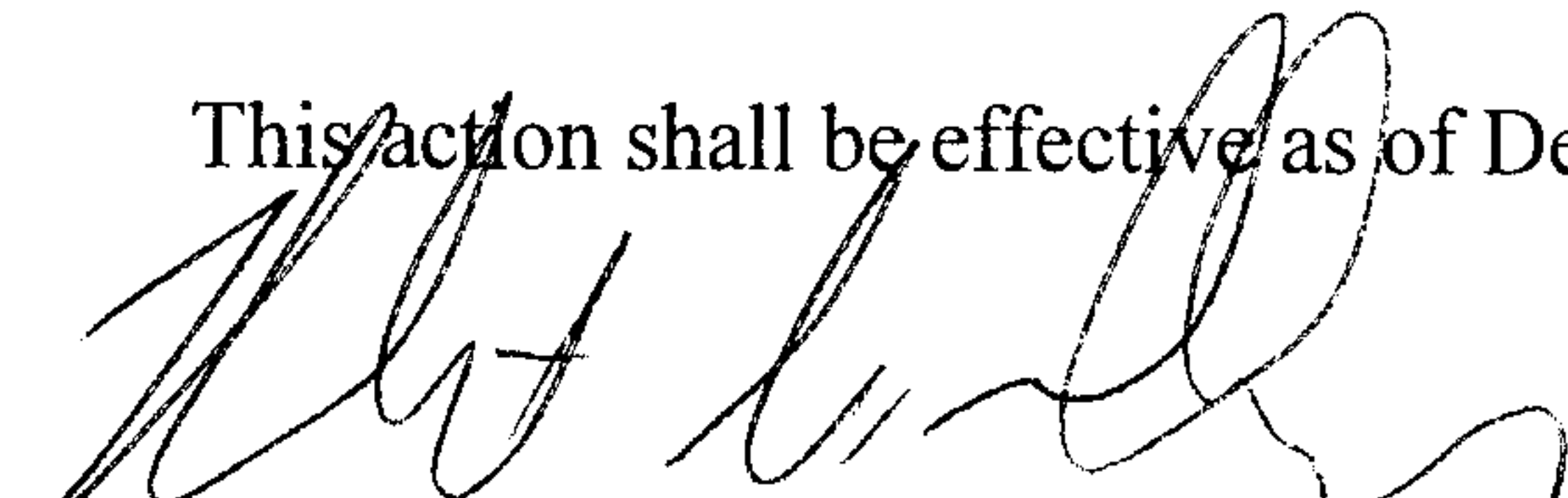
WHEREAS, pursuant to *Ala. Code* §10-12-1, et seq., on February 28, 2008, Articles of Organization were executed forming AMAZINGKIDS, LLC, an Alabama limited liability company ("AK"), and recorded on March 7, 2008 in Instrument Number 20080307000094330, in the Office of the Judge of Probate of Shelby County, Alabama, having filed its Articles of Organization in the Office of the Secretary of State of the State of Alabama on March 7, 2008, and having its registered office at 2975 Pelham Parkway, Pelham, AL 35124; and

WHEREAS, the Members of AmazingKids, LLC have determined that it is advisable to obtain operating efficiencies through the conversion of AmazingKids, LLC into a limited partnership, to be named AMAZING KIDS, LP; therefore, it is hereby

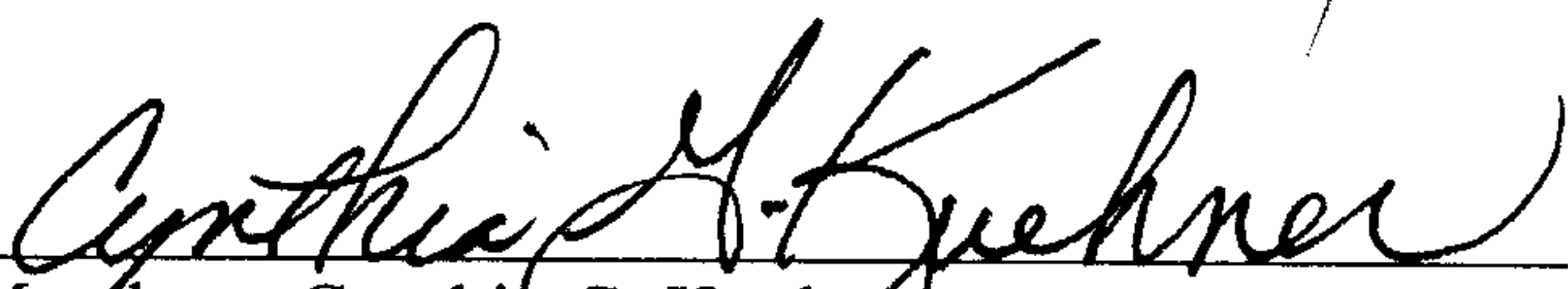
RESOLVED, that AmazingKids, LLC hereby approves the plan to convert the limited liability company into a limited partnership, to be effective on the date of filing with the Alabama Secretary of State; and it is

FURTHER RESOLVED, that Amazing Kids Management Group, Inc. be the General Partner of Amazing Kids, LP, an Alabama limited partnership.

This action shall be effective as of December 31, 2011.


Member - Robert W. Kuehner

12/22/2011
Date

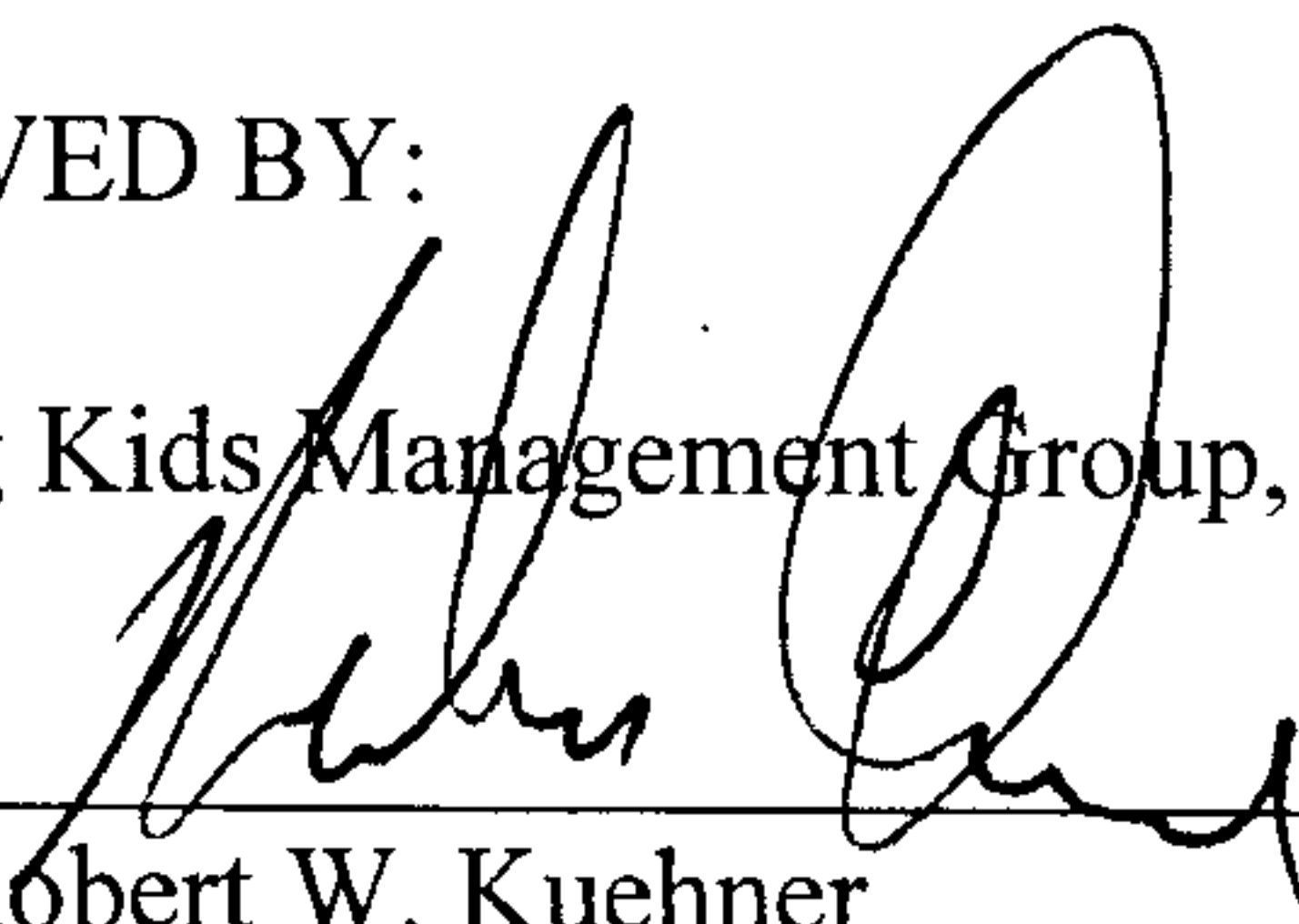

Member - Cynthia G. Kuehner


12/22/2011
Date

APPROVED BY:

Amazing Kids Management Group, Inc.

By:


Robert W. Kuehner
As its President


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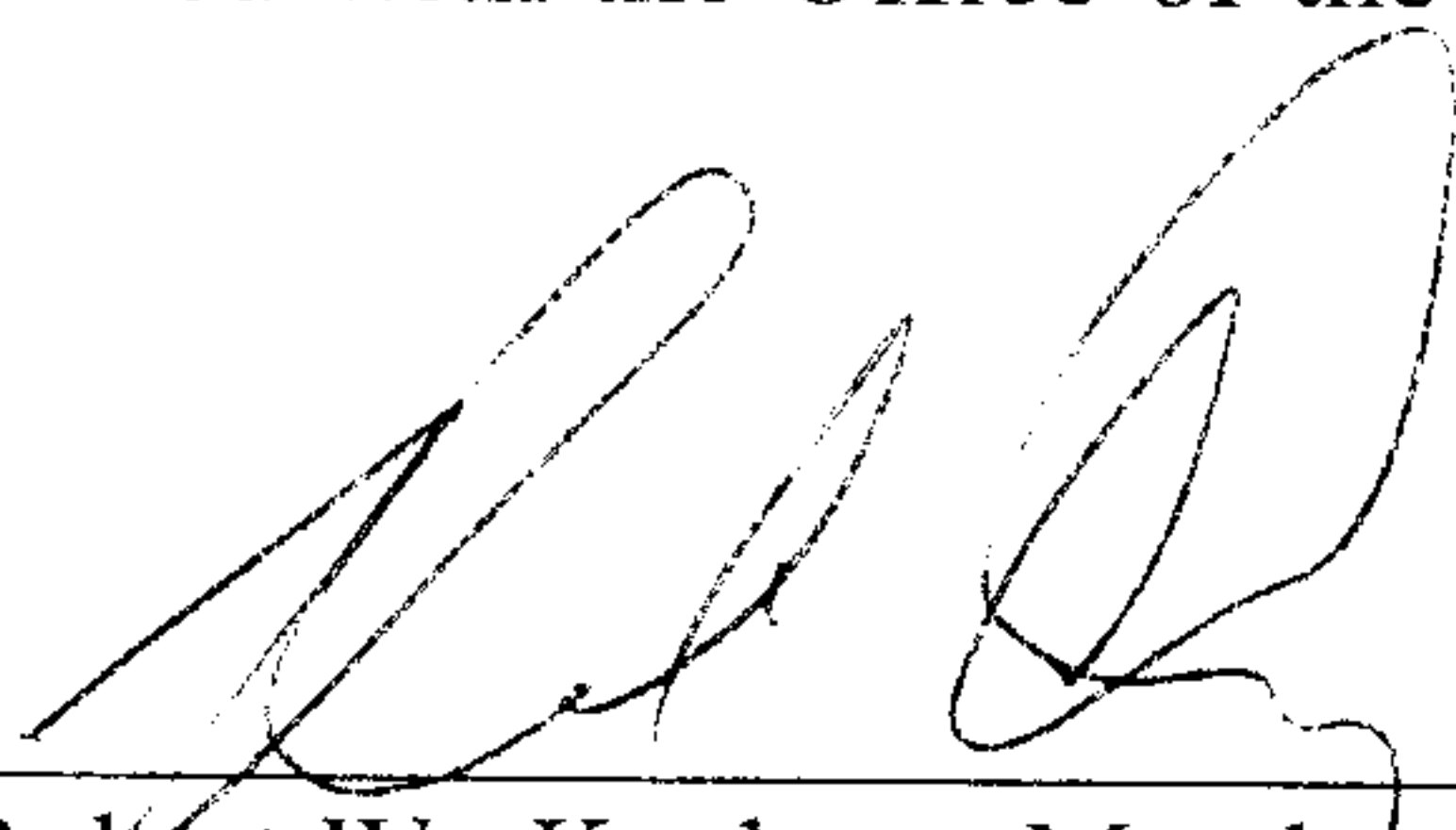
STATE OF ALABAMA)
COUNTY OF SHELBY)

ARTICLES OF DISSOLUTION
OF
AMAZINGKIDS, LLC

Pursuant to the provisions of Section 10A-1-8.01 *et seq.*, Code of Alabama, the undersigned submits the following Articles of Dissolution.


- Article I: The name of the limited liability company (the "Company") is AMAZINGKIDS, LLC.
- Article II: The Articles of Organization of the Company were filed on March 7, 2008, and recorded in Instrument #20080307000094330 in the Probate Office of Shelby County, Alabama.
- Article III: The reason for filing the Articles of Dissolution is that the Company has converted to Amazing Kids, LP.
- Article IV: The dissolution of Amazing Kids, LLC was authorized by written consent of all Members and effective on December ____, 2011.
- Article V: The Certificate of Formation of Amazing Kids, LP and the Articles of Dissolution of Amazing Kids, LLC will be filed with the Office of the Alabama Secretary of State.

Date: December 29, 2011

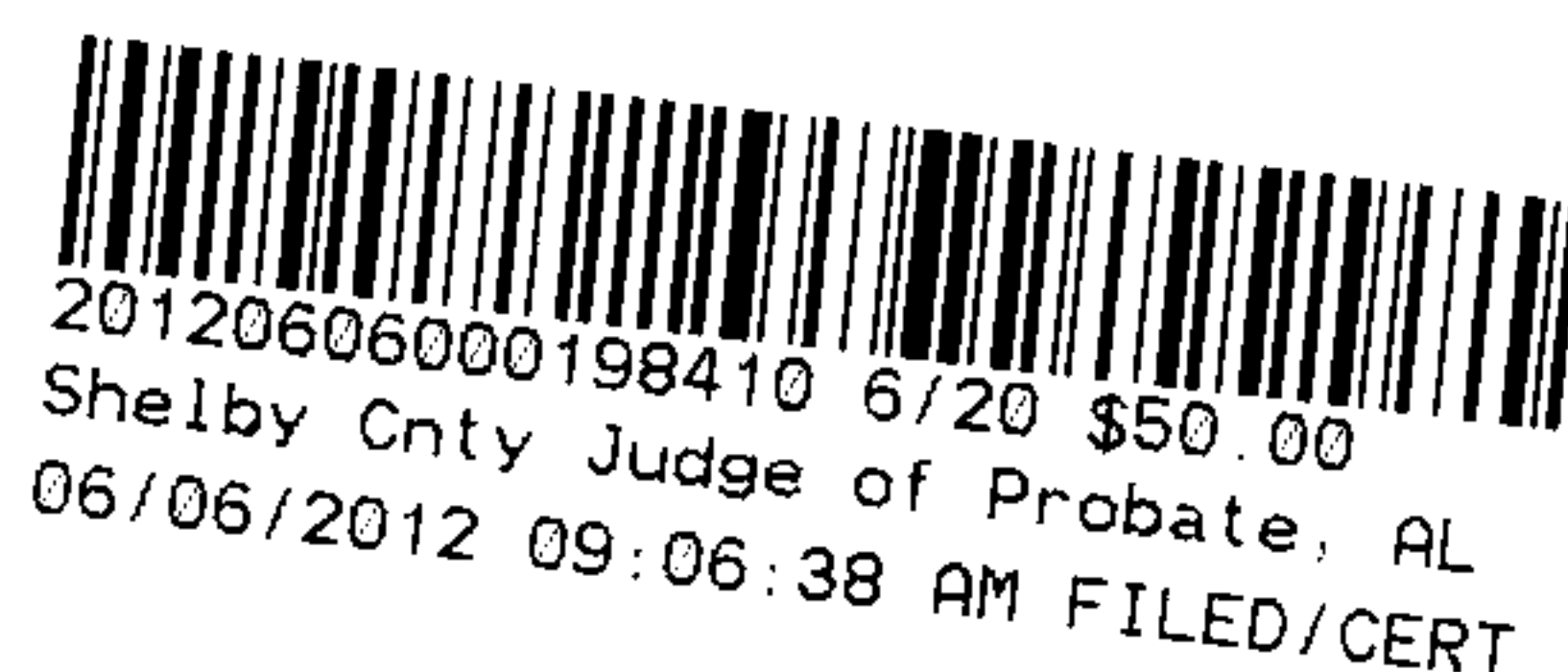

Robert W. Kuehner, Member


Cynthia G. Kuehner, Member

AMAZING KIDS MANAGEMENT GROUP, INC.

By: 
Robert W. Kuehner, as its President

This instrument prepared by:
James J. Odom, Jr., Esq.
Post Office Box 11244
Birmingham, AL 35202-1244



STATE OF ALABAMA)
)
SHELBY COUNTY)

AGREEMENT OF LIMITED PARTNERSHIP
OF
AMAZING KIDS, LP

Alabama
Sec. Of State
Entity Change DLL
417-248
Date 12/29/2011
Time 17:01
120531
File \$25.00
Ackn \$.00
Exp \$.00
Total \$25.00
05/011

This Agreement of Limited Partnership (hereinafter referred to as the "Agreement") is made and entered into as of this 29th day of December, 2011, by and among Amazing Kids Management Group, Inc., as its General Partner ("General Partner"), and Robert W. Kuehner and Cynthia G. Kuehner, as limited partners ("Limited Partners"), in accordance with the Alabama Limited Partnership Law of 2010, Section 10A-1-3.01, et seq., Code of Alabama (1975) (the "Act").

ARTICLE 1

NAME AND PRINCIPAL PLACE OF BUSINESS

1.1 Formation. The General Partner and the Limited Partners (the "Partners" where no distinction is required by the context in which the term is used herein) have formed Amazing Kids, LP (the "Partnership") as a limited partnership, pursuant to Certificate of Formation and Conversion of AmazingKids, LLC, of even date. Simultaneously with the formation of the Partnership, Amazing Kids Management Group, Inc. was admitted as a General Partner and Robert W. Kuehner and Cynthia G. Kuehner were admitted as a Limited Partners.

1.2 Name. The name of the Partnership is "Amazing Kids, LP." The General Partner, in its sole discretion, may change the name at any time and from time to time.

1.3 Location. The principal place of business of the Partnership shall be 981 Dow Street, Pelham, Alabama 35124, or such other place within the State of Alabama as the General Partner may hereafter determine. The General Partner may establish additional places of business of the Partnership when and where required by the Partnership's business. The registered agent for service of process on the Partnership in the State of Alabama, shall be Robert W. Kuehner, or any successor as appointed by the General Partner in accordance with the Alabama Partnership Act. The registered office of the Partnership in the State of Alabama is located at 980 Dow Street, Pelham, Alabama 35124.

ARTICLE 2

PARTNERSHIP BUSINESS

The purpose of the Partnership shall be to engage in every phase and aspect of business activities permitted under the laws of the State of Alabama, without limitation. The Partnership shall have the authority to enter into all contracts and do all things related



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Shelby Cnty Judge of Probate, AL
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directly or indirectly to the permitted activities as from time to time may be deemed necessary, advisable or convenient to the promotion or conduct of the business of the Partnership.

ARTICLE 3

TERM

3.1 Term. The term of the Partnership commenced on the 29th day of December, 2011, the date the Certificate of Formation and Conversion and the Dissolution of AmazingKids, LLC were filed with the Alabama Secretary of State, and the Partnership shall continue to exist until dissolved pursuant to either Section 3.2 hereof or the Act.

3.2 Early Dissolution. The Partnership shall be dissolved if and when any of the following shall occur:

- (a) The General Partner determines that the Partnership should be dissolved;
- (b) The General Partner becomes insolvent or bankrupt unless within ninety (90) days after such insolvency or bankruptcy, a successor General Partner is appointed by the Limited Partners, which successor elects to continue the business of the Partnership;
- (c) The General Partner purchases the entire interest of the Limited Partners;
- (d) The sale of all or substantially all of the assets of the Partnership;
- (e) The withdrawal of a General Partner, unless:
 - (i) There remains at least one other General Partner, who is hereby authorized to carry on the Partnership business; or
 - (ii) Within ninety (90) days after the withdrawal, the Limited Partners agree to continue the business of the Partnership and appoint one or more General Partner, effective as of the date of withdrawal; or
- (f) The happening of any other event that makes it unlawful or impossible to carry on the business of the Partnership,

ARTICLE 4

PERCENTAGE INTERESTS; CONTRIBUTIONS

4.1 Percentage Interests. The name and percentage interest (herein referred to as "Percentage Interest" or "Percentage Interests") of the General Partner and Limited Partners are as set forth below:

<u>General Partner</u>	<u>Percentage Interest</u>
Amazing Kids Management Group, Inc.	1%

Limited Partners
Robert W. Kuehner
Cynthia G. Kuehner

Percentage Interest
49.5%
49.5%

4.2 Limited Partner Contributions. The Limited Partner shall not be required to contribute any further capital to the Partnership.

4.3 Liabilities of Partners. No Limited Partner shall be liable for any losses, debts or obligations of the Partnership or be required to contribute any capital or lend any funds to the Partnership other than as provided above. Except as otherwise provided herein, no Partner shall be entitled to receive a return of its capital contribution.

ARTICLE 5

CAPITAL ACCOUNTS

5.1 Capital Accounts. Each Partner shall have an initial capital account as set forth on the books of the Partnership as of the date hereof. An individual capital account shall be maintained for each Partner as follows:

(a) The capital account of each Partner shall be increased by:

(i) The amount of cash and the fair market value (as agreed upon by the Partner and the Partnership) of any property owned by the Partner contributed to the Partnership as a capital contribution;

(ii) The Partner's distributive share of net profits of the Partnership and any other items in the nature of income or gain that are specially allocated to it; and

(iii) The amount of any Partnership liabilities assumed by the Partner or which are secured by any property owned by the Partnership distributed to the Partner.

(b) The capital account of each Partner shall be decreased by:

(i) The amount of cash and the fair market value (as agreed upon by the Partner and the Partnership) of any property owned by the Partnership distributed to the Partner,

(ii) The Partner's distributive share of net losses of the Partnership and any other items in the nature of expenses or losses that are specially allocated to it; and

(iii) The amount of any liabilities of the Partner assumed by the Partnership or which are secured by any property contributed by the Partner to the Partnership.

5.2 Tax Considerations. The foregoing provisions and the other provisions of this Agreement relating to the maintenance of capital accounts are intended to comply with §1.704-1(b) (relating to the determination of each Partner's distributive share) of the Regulations, and shall be interpreted and applied in a manner consistent with such Regulations. The General Partner shall modify the manner in which the capital accounts are computed in order to comply with such Regulations, provided that it is (in the reasonable judgment of the General Partner) not likely to have a material effect on the amounts distributable to any Partner pursuant to this

Agreement. The General Partner shall also 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 Regulations §1.704-1(b)(2)(iv)(g) (relating to adjustments to reflect book value).

5.3 Net Profits and Losses. For purposes of this Article 5 “net profits” and “net losses” shall mean, 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 §703(a) (for this purpose, all items of income, gain, loss, or deduction required to be stated separately pursuant to Code §703(a)(1) shall be included in taxable income or loss), with the following adjustments:

(a) Any income of the Partnership that is exempt from federal income tax and not otherwise taken into account in computing taxable income or loss pursuant to this Article shall be included in computing net profits or losses;

(b) Any expenditures of the Partnership described in Code §705(a)(2)(B) (relating to non-deductible expenses) and not otherwise taken into account in computing taxable income or loss pursuant to this Article shall be included in computing net profits or losses; and

(c) In the event the value of any Partnership asset is adjusted pursuant to Section 4.4 hereof, the amount of such adjustment shall be taken into account as gain or loss from the disposition of such asset for purposes of computing net profits or losses.

ARTICLE 6

ALLOCATION OF PROFITS, LOSSES AND CREDITS

6.1 Allocations Based on Percentage Interests.

(a) Except as hereinafter provided, each item of revenue, net profit or net loss, and credits of the Partnership shall be shared by the Partners in proportion to their Percentage Interests in the Partnership as set forth in Section 4.1 hereof. No interest or additional share of profits shall inure to any Partner by reason of such Partner's capital account being proportionately in excess of the capital accounts of other Partners.

(b) Notwithstanding the above allocation provisions, the net losses allocated to the Limited Partner shall not exceed the maximum amount of losses that can be so allocated without causing the Limited Partner to have a capital account deficit at the end of any fiscal year. All losses in excess of the limitation set forth in this Section 6.1 shall be allocated to the General Partner.

6.2 Tax Allocations: Code §704(c).

(a) In accordance with Code §704(c) and the Regulations thereunder, income, gain, loss and deduction with respect to any property contributed to the capital of the Partnership shall, solely for tax purposes, be allocated among the Partners so as to take account of any variation between the adjusted basis of such property to the Partnership for federal income tax purposes and its fair market value on the date it was contributed.

(b) In the event the fair market value of any Partnership asset is adjusted pursuant to Section 4.5 hereof, subsequent allocations of income, gain, loss, and deduction with respect to such asset shall take account of any variation between the adjusted basis of such asset for federal income tax purposes and its fair market value in the same manner as under Code §704(c) and the Regulations thereunder.

(c) Any elections or other decisions relating to such allocations shall be made by the General Partner in any manner that reasonably reflects the purpose and intention of this Agreement. Allocations pursuant to this Section 6.2 are solely for purposes of federal, state, and local taxes and shall not affect, or in any way be taken into account in computing any Partner's capital account or share of profits, losses, or other items, or distributions pursuant to any provision of this Agreement.

6.3 Allocation of Partner Nonrecourse Deductions. "Partner Nonrecourse Debt" means nonrecourse Partnership debt for which one or more Partners bears an economic risk of loss, as defined in Regulations §1.704-2(b)(4). "Partner Nonrecourse Deductions" means, for each fiscal year, the Partnership deductions which are attributable to Partner Nonrecourse Debt and are characterized as "partner nonrecourse deductions" under Regulations §1.704-2(b). All Partner Nonrecourse Deductions for each fiscal year shall be allocated to the Partner or Partners who bear the economic risk of loss with respect to the Partner Nonrecourse Debt to which such Partner Nonrecourse Deductions are attributable, in accordance with the ratio in which the Partners bear such economic risk of loss and Regulations §1.704-2(i)(1).

6.4 Minimum Gain. "Minimum Gain" means, with respect to all nonrecourse liabilities of the Partnership, the minimum amount of gain that would be realized by the Partnership if the Partnership disposed of all Partnership property subject to such liabilities in full satisfaction thereof, computed strictly in accordance with Regulations § 1.704-2(b) and (d).

6.5 Partner Minimum Gain. "Partner Minimum Gain" means, with respect to a Partner Nonrecourse Debt, the minimum amount of gain that would be realized by the Partnership if the Partnership disposed of the Partnership property subject to such liability in full satisfaction thereof.

6.6 Special Allocations. The following special allocations shall be made in the following order:

(a) Minimum Gain Chargeback. Notwithstanding any other provision of this Article 6, if there is a net decrease in Partnership Minimum Gain during any Partnership fiscal year, each Partner shall be specially allocated items of Partnership income and gain for such year (and, if necessary, subsequent years) in proportion to the respective amounts required to be allocated to each Partner in accordance with §1.704-2(f) and (g) of the Regulations. This Section 6.6(a) is intended to comply with the minimum gain chargeback requirement in such section of the Regulations and shall be interpreted consistently therewith. To the extent permitted by such section of the Regulations and for purposes of this Section 6.6(a) only, each Partner's capital account deficit shall be determined prior to any other allocations pursuant to this Article 6 with respect to such fiscal year and without regard to any net decrease in Partner Minimum Gain during such fiscal year.

(b) Partner Minimum Gain Chargeback. After the application of Section 6.6(a) above, but prior to the application for such fiscal year of any other provision of this Section 6.6 if there is a net decrease in Partner Minimum Gain attributable to a Partner Nonrecourse Debt during a fiscal year, then any Partner with a share of the Partner Minimum Gain attributable to such debt at the beginning of such year shall be allocated items of income and gain for such year (and, if necessary, subsequent years) in the amount and proportions necessary to satisfy the provisions of Regulations §1.704-2(i).

(c) Qualified Income Offset. In the event any Limited Partner unexpectedly receives any adjustments, allocations, or distributions described in Regulations §1.704-1(b)(2)(ii)(d)(4), (5) or (6), items of Partnership income and gain shall be specially allocated to each such Limited Partner in an amount and manner sufficient to eliminate, to the extent required by the Regulations, the capital account deficit of such Limited Partner as quickly as possible, provided that an Allocation pursuant to this Section 6.6(c) shall be made if and only to the extent that such Limited Partner would have a capital account deficit after all other allocations provided for in this Article 6 have been tentatively made as if this Section 6.6(c) were not in the Agreement. This Section 6.6(c) is intended to comply with the qualified income offset requirement in Regulations §1.704-1(b)(2)(ii)(d)(3), and shall be interpreted consistently therewith.

(d) Gross Income Allocation. In the event any Limited Partner has a deficit Capital Account at the end of any Partnership fiscal year which is in excess of the sum of (i) the amount such Limited Partner is obligated to restore and (ii) the amount such Limited Partner is deemed to be obligated to restore pursuant to Regulations, each such Limited Partner shall be specially allocated items of Partnership income and gain in the amount of such excess as quickly as possible, provided that an allocation pursuant to this Section 6.6(d) shall be made only if and to the extent that such Limited Partner would have a deficit Capital Account in excess of such sum after all other allocations provided for in this Article 6 have been made as if this Section 6.6(d) and Section 6.6 (c) were not in the Agreement.

(e) Regulatory Allocation. Any allocation pursuant to the foregoing provisions of Section 6.6, or pursuant to Section 6.1(b) (the "Regulatory Allocations") shall be taken into account in computing allocations of other items hereunder, including, if necessary, allocations in subsequent fiscal years, so that the net amounts reflected in the Partners' capital accounts and the character for income tax purposes of the taxable income recognized (for example, as capital or ordinary) will, to the extent possible, be the same as if no Regulatory Allocation had been given effect.

ARTICLE 7

DISTRIBUTIONS

7.1 Cash from Operations. Subject to maintaining the Partnership in a sound financial and cash position (which, without limitation of the generality of the foregoing, shall include the provision for losses affecting the cash position of the Partnership and paying or making provision for the payment, when due, of obligations of the Partnership and obligations secured by, or by lien on, property of the Partnership) and establishing such reserve or reserves as the General Partner determines may be reasonably required for the proper

operation of the Partnership's business, the Partnership shall distribute, from time to time, the cash generated by the business operations of the Partnership to the Partners.

7.2 Capital Transactions. All proceeds from the sale or other disposition for value of real or personal property of the Partnership, condemnation, other dispositions for value, damage recoveries, receipts of insurance proceeds resulting from casualty losses and refinancing of Partnership borrowing (hereinafter called "Capital Transactions") shall be allocated and distributed to the Partners in the manner provided herein. Upon the occurrence of any Capital Transaction, the proceeds of such Capital Transaction shall first be applied in payment of all expenses incurred in connection with such transaction and to the extent specified in the terms of any such Capital Transaction, to the payment of any indebtedness secured by the asset involved in the Capital Transaction. All proceeds remaining thereafter, except for any amount thereof which the General Partner, in its sole discretion, determines is required for the support of the operations of the Partnership, if any, shall be distributed after receipt by the Partnership to the Partners.

7.2 Distributions. Except as otherwise provided in Section 10.1 regarding distributions made upon dissolution of the Partnership, distributions shall be made to the Partners by the General Partner in accordance with the Percentage Interests of each Partner.

ARTICLE 8

POWERS AND DUTIES

8.1 Powers of General Partner. Subject to the restrictions of the Act, the General Partner shall have the exclusive right and power to manage the business and affairs of the Partnership with all powers necessary, advisable or convenient to that end, subject to the restrictions and limitations set forth in this Agreement. Except as otherwise provided in this Agreement, including, without limitation, the restrictions set forth in this Section 8.1 and Section 8.2, the General Partner, on behalf of the Partnership, without the consent of any Limited Partner, may:

(a) Acquire, hold; sell, lease or otherwise dispose of any real property, personal or mixed property;

(b) Borrow money required for the Partnership's business, including borrowing from the General Partner, and secure the repayment of such borrowing by executing mortgages or deeds of trust, pledging or otherwise encumbering all or any part of the property of the Partnership, and refund, refinance and extend the maturity of my indebtedness created by such borrowing, all on such terms and conditions as the General Partner, exercising reasonable discretion, shall determine;

(c) Employ on behalf of the Partnership such persons, firms or corporations as the General Partner shall, exercising reasonable discretion, deem advisable for the proper operation of the business of the Partnership, such employment to be undertaken upon such terms and for such compensation as the General Partner, exercising sole judgment, shall determine;

(d) Enter into contracts as the business of the Partnership may, in the reasonable judgment of the General Partner, require;

(e) Upon the written request of a Limited Partner, and to the extent deemed advisable in the judgment of the General Partner, assist in the defense of any asserted deficiency in federal or state income tax reported by such limited Partner to the extent such deficiency is related to the operations of the Partnership, and to act as the Partnership's "Tax Matters Partner" for federal tax purposes; and

(f) Do all other things which may be required in connection with the operation of the business of the Partnership in the reasonable judgment of the General Partner. The General Partner, on behalf of the Partnership, may employ, or enter into any transaction authorized herein, with any affiliate of the General Partner, provided that any such employment or transaction shall be on terms that are fair and reasonable and on terms not less favorable to the Partnership than the terms for comparable services or transactions reasonably available from unrelated persons. Any purchase of goods or property from the General Partner, or any affiliate of the General Partner, shall be at a reasonable price available for comparable goods or property from independent sources and the General Partner shall at all times use its best efforts to obtain the best price, consistent with quality, obtainable. The General Partner shall also have and may exercise the powers conferred upon the General Partner by the other provisions of this Agreement.

8.2 Duties of General Partner. The General Partner shall manage the Partnership's business to the extent that the General Partner shall determine is necessary for the efficient operation thereof and shall also have the duties imposed by the other provisions of this Agreement. The General Partner may also devote itself to other business, whether or not similar in nature to the business of the Partnership.

8.3 Limited Partner. The Limited Partner shall take no part in the control of the Partnership's business but may exercise the rights and powers of a limited partner under this Agreement, including, without limitation, the giving of consents and approvals provided for in this Agreement or under the Act. The exercise of such rights and powers are deemed to be matters affecting the basic structure of the Partnership and not the control of its business.

8.4 Consent. Any action or approval to be taken by one or more Partners under this Agreement may be taken without notice and without a meeting by the written consent of the Partners required to take such action pursuant to this Agreement.

ARTICLE 9

CERTIFICATES AND OTHER DOCUMENTS

9.1 General Partner Attorney for Limited Partner. The Limited Partner hereby constitutes and appoints the General Partner as the true and lawful attorney of, and in the name, place and stead of said Limited Partner, from time to time:

(a) To make all agreements amending this Agreement, as now or hereafter amended, that may be appropriate to reflect:

(i) A change of the name of the Partnership;

(ii) A change in the location of the principal place of business of the Partnership;

(iii) The disposal by the Limited Partner of its interest in the Partnership or any part thereof in any manner permitted by this Agreement;

(iv) Another Person becoming a Partner of the Partnership as permitted by this Agreement; or

(v) A change in any provision of this Agreement;

(b) To make such certificates, instruments, and documents as may be required by, or may be appropriate under, the laws of any state or other jurisdiction in which the Partnership is doing or intends to do business, in connection with the use of the name of the Partnership by the Partnership and

(c) To make such certificates, instruments and documents as Limited Partner may be required or as may be appropriate for Limited Partner to make, by the laws of any state or other jurisdiction, to reflect;

(i) A change of name or address of Limited Partner,

(ii) Any change in or amendments of this Agreement or pertaining to the Partnership, of any kind referred to in this Article; and

(iii) Any other changes in or amendments of this Agreement.

Each of such agreements, certificates, instruments, and documents shall be in such form as legal counsel for the Partnership shall deem appropriate. The powers hereby conferred to make agreements, certificates, instruments and documents shall be deemed to include the powers to sign, execute, acknowledge, swear to, verify, deliver, file, record and publish the same. The Limited Partner further authorizes said attorney to take any further action which said attorney shall consider necessary or convenient in connection with any of the foregoing, hereby giving said attorney 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 Limited Partner might or could do if personally present, and hereby ratifying and confirming all that said attorney shall lawfully do or cause to be done by virtue hereof. The powers hereby conferred shall continue from the date the Limited Partner becomes a Limited Partner in the Partnership until said Limited Partner shall cease to be such a Limited Partner and, being coupled with an interest, shall be irrevocable.

9.2 Making, Filing, Etc. of Certificates, Etc. The General Partner agrees, when authorized pursuant to this Agreement, or otherwise, to make, file or record with the appropriate public authority and (if required) publish the certificate, any amendments thereof and such other certificate, instruments and documents as may be required or appropriate in connection with the business and affairs of the Partnership.

ARTICLE 10

DISSOLUTION AND WINDING UP

10.1 Winding Up.

(a) Upon dissolution, the Partnership shall continue solely for the purposes of winding up its affairs in an orderly manner, liquidating its assets, and satisfying the claims of its creditors and Partners. No Partner shall take any action that is inconsistent with, or not necessary to or appropriate for, the winding up of the Partnership's business and affairs. The General Partner (or, in the event there is no remaining General Partner, any Person appointed by the Limited Partner) shall be responsible for overseeing the winding up and dissolution of the Partnership and shall take full account of the Partnership's liabilities and property, and the Partnership's property shall be liquidated as promptly as is consistent with obtaining the fair value thereof, and the proceeds therefrom, to the extent sufficient therefor, shall be applied and distributed in the following order:

(i) First, to the payment and discharge of all of the Partnership's debts and liabilities to creditors other than the General Partner,

(ii) Second, to the payment and discharge of all the Partnership's debts and liabilities to the General Partner, and

(iii) The balance, if any, to the General Partner and Limited Partner in accordance with their capital accounts, after giving effect to all contributions, distributions, and allocations for all periods.

(b) In the discretion of the General Partner, a pro rata portion of the distributions that would otherwise be made to the Partners pursuant to this Article 10 may be:

(i) Distributed to a trust established for the benefit of the Partners for the purposes of liquidating Partnership assets, collecting amounts owed to the Partnership, and paying any Partnership liabilities (contingent or otherwise); and the assets of any such trust shall be distributed to the Partners as soon as practicable, in the same proportions as the amount distributed to such trust by the Partnership would otherwise have been distributed to the Partners pursuant to this Agreement; or

(ii) Withheld to provide a reasonable reserve for Partnership liabilities (contingent or otherwise) and to reflect the unrealized portion of any installment obligations owed the Partnership, provided that such withheld amounts shall be distributed to the Partners as soon as practicable.

10.2 Notice of Dissolution. In the event of dissolution of the Partnership, the General Partner shall, within thirty (30) days thereafter; provide written notice thereof to each of the Partners and to all other parties with whom the Partnership regularly conducts business (as determined in the discretion of the General Partner) and shall publish notice thereof in a newspaper of general circulation in each place in which the Partnership regularly conducts business.

10.3 Gains or Losses in Winding Up. Any gain or loss on disposition of Partnership properties in the process of liquidation shall be credited or charged to the Partners in proportion to their Percentage Interests, subject to the allocation provisions of Article 6. Any property distributed in kind in the liquidation shall be valued and treated as though the property were sold and the cash proceeds distributed. The difference between the value of property distributed in kind and its book value shall be treated as a gain or loss on the sale of the property and shall be credited or charged to the Partners in proportion to their Percentage Interests, subject to the allocation provisions of Article 6.

ARTICLE 11

BOOKS OF ACCOUNT

11.1 Reports. The Partnership shall keep proper and complete books of account, in accordance with generally accepted accounting practices, at all times during its continuance, and such books shall be open to the inspection of any Partner at any time during reasonable business hours. As soon as reasonably practicable after the end of each Partnership fiscal quarter, each Limited Partner shall be furnished with a copy of a statement showing the amounts allocated to said limited Partner pursuant to this Agreement during or in respect of such quarter, and any items of income, expense and credit allocated to him for purposes of the Code pursuant to this Agreement. In addition, not later than the 120th day following the end of the Partnership's fiscal year, the Partnership shall furnish annual financial statements, compiled by the Partnership's independent certified public accountant to each Partner. At any time and from time to time while the Partnership continues and until its complete liquidation (but only during reasonable business hours), each Partner may fully examine and audit the Partnership's books, records, accounts and assets, including bank balances, and to this end may cause such examination or audit to be made by any qualified accountant employed by it at its own expense.

11.2 Tax Returns. The Partnership shall prepare all income and other tax returns of the Partnership and shall cause the same to be timely filed.

11.3 Partnership Fiscal Year. The fiscal year end of the Partnership shall end on the last day of December of each year unless otherwise required by applicable federal law.

ARTICLE 12

OTHER DEFINITIONS

For the purpose of this Agreement, the following terms have the following meanings:

12.1 Code and Regulations. "Code" means the Internal Revenue Code of 1986, as amended. "Regulations" means the regulations promulgated under the Code by the U.S. Treasury Department, as amended.

12.2 Partner. The term "Partner" or "Partners" shall include the General Partner, the Limited Partner, and their successors or assigns.

12.3 Person. "Person" means an individual, partnership, joint venture, association, corporation or trust.

ARTICLE 13

MISCELLANEOUS

13.1 Binding Effect. This Agreement shall inure to the benefit of and shall be binding upon the parties hereto and their respective executors, personal representatives, heirs, successors, and assigns.

13.2 Governing Law. This Agreement shall be deemed to be made in, and in all respects shall be interpreted, construed, and governed by and in accordance with the laws of the State of Alabama.

13.3 Headings; References. The section and paragraph headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement. Wherever the context requires, the gender of all words herein shall include the masculine, feminine, and neuter, and the number of all words shall include the singular and the plural.

13.4 Notices. Whenever any notice is required or permitted to be given under any provision of this Agreement, such notice shall be in writing, signed by or on behalf of the Person giving the notice, and shall be deemed to have been given only when mailed by prepaid certified mail, with or without request for return receipt, to the Person or Persons to whom such notice is to be given, addressed, in the case of the Partnership or a General Partner, to the principal place of business of the Partnership, and if to the Limited Partner, to the address set forth in the certificate or to such other address as such Limited Partner may from time to time specify by written notice to the Partnership.

13.5 Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument.

13.6 Entire Agreement. This Agreement is intended by the parties hereto to be the final expression of their agreement with respect to the subject matter hereof and is the complete and exclusive statement of the terms thereof notwithstanding any representations, statements or agreements to the contrary heretofore made.

13.7 Amendment. This Agreement may be amended only by the unanimous written consent of the General Partner and the Limited Partner.

13.8 Severability. In the event that any provision, of this Agreement is found to be unenforceable or void either in whole or in part, the offending provision shall be construed as valid and enforceable only to the extent permitted by law, and the remainder of this Agreement shall remain in full force and effect.

[REMAINDER OF THIS PAGE WAS INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties have entered into this Agreement of Limited Partnership as of the day first above written.

GENERAL PARTNER:

Amazing Kids Management Group, Inc.

By: 

Robert W. Kuehner, as its President

LIMITED PARTNERS:


Robert W. Kuehner


Cynthia G. Kuehner



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Secretary of State
State of Alabama
I hereby certify that this is a true and complete
copy of the document filed in this office on

12/29/11
DATE: 5/31/12

Beth Chapman
Secretary of State *RAM*



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