

STATE OF ALABAMA)

COUNTY OF JEFFERSON)

SOUTHSIDE OFFICE BUILDING, LTD.

SECOND AMENDMENT TO
 CERTIFICATE OF LIMITED PARTNERSHIP
 AND LIMITED PARTNERSHIP AGREEMENT

THIS SECOND AMENDMENT to the Certificate of Limited Partnership Agreement of Southside Office Building, Ltd., an Alabama limited partnership, (the "Limited Partnership") made and entered into by and among James D. Davenport, as the General Partner of the Limited Partnership, and J. F. Greene & Associates, Philip G. Love, Marcus G. McCoy, John P. Darnall and James F. Anthony, as Limited Partners of the Limited Partnership, and Dr. Dennis G. Pappas as the person desiring to become substituted as Limited Partner in the Limited Partnership.

W I T N E S S E T H:

WHEREAS, the General Partner and the Limited Partners are partners under a Certificate of Limited Partnership and Limited Partnership Agreement made and entered into on March 1, 1979, and filed in the Office of the Judge of Probate of Shelby County, Alabama, on March 7, 1979, and as further amended by the First Amendment to the Certificate of Limited Partnership and Limited Partnership Agreement dated September 8, 1980 (hereinafter sometimes referred to as the "Certificate");

WHEREAS, Dr. Dennis G. Pappas has contributed a total of One Hundred Thirty-Eight Thousand Two Hundred and Thirty-Four and 37/100 Dollars (\$138,234.37) to the capital of the Limited Partnership and desires to become a Limited Partner in the Limited Partnership;

WHEREAS, the Partnership has distributed the funds representing such capital contributions to the Limited Partners in exchange for their interest as Limited Partners in the Limited Partnership; and

Wang J. Baubach

WHEREAS, the undersigned desire to amend the Certificate to reflect the substitution of Dr. Dennis G. Pappas for the Limited Partners as the sole Limited Partner in the Limited Partnership;

NOW, THEREFORE, these premises considered, the parties hereto do mutually covenant and agree as follows:

1. The Certificate of Limited Partnership of Southside Office Building, Ltd., as filed in the Probate Court of Shelby County, Alabama, on March 7, 1979, and as further amended by the First Amendment to the Certificate of Limited Partnership and Limited Partnership Agreement dated September 8, 1980, (the "Certificate") is hereby amended to reflect the assignment by J. F. Greene & Associates, Philip G. Love, Marcus G. McCoy, John P. Darnall and James F. Anthony of all of their right and title in and to their limited partnership interest in the Limited Partnership and to reflect the substitution of Dr. Dennis G. Pappas, as the sole Limited Partner in the Limited Partnership. The form and contents of said Amendments to the Certificate are as follows:

(a) The Certificate is hereby amended by deleting paragraph 4 in its entirety therefrom and substituting the following in lieu thereof:

4. Partners: Names, Addresses and Designations

The names, residence addresses or addresses of the principal place of business, and designations of the General Partner and Limited Partners in the Partnership (hereinafter sometimes collectively referred to as the "Partners") are as follows:

Page 459
Partnership Book 2

James D. Davenport 2701 Briaberry Circle
(General Partner) Birmingham, Alabama 35226

Dr. Dennis G. Pappas 4248 Stone River Road
(Limited Partner) Birmingham, Al. 35213

(b) The Certificate is hereby amended by deleting subparagraph 6 (b) in its entirety therefrom and substituting in lieu thereof the following:

6. (b) Initial Contributions of Limited Partners.

The Limited Partners have contributed to the capital of the Partnership the following sums, the receipt of which is hereby acknowledged by the General Partner:

Dr. Dennis G. Pappas Cash \$ 138,234.37

(c) The Certificate is hereby amended by deleting subparagraph 6 (c) in its entirety therefrom and substituting in lieu thereof the following:

6. (c) Additional Contributions of the Partners.

The Partners shall be required to make additional contributions to the capital of the Partnership in an amount necessary to satisfy the indebtedness to Jackson Company as evidenced by the promissory note of the Limited Partnership in the principal amount of Three Hundred Forty-One Thousand Seven Hundred Sixty-Five and 63/100 Dollars (\$341,765.63). Each Partner shall make additional capital contributions to the Partnership from time to time in an amount equal to his proportionate share of the principal and interest payments of such indebtedness as they become due and payable. The proportionate share of

Partnership Book 2 Page 460

each Partner shall be his percentage for the sharing of Partnership profits and losses as specified in subparagraph 8 (a) below and these proportionate shares shall be allocated to the individual capital account of each Partner. Payment of any such indebtedness by the Partnership shall be deemed to be a capital contribution by the Partners in the proportionate shares set forth in subparagraph 8 (a) and such proportionate share of each principal payment by the Partnership on such indebtedness or obligation shall be allocated to the individual capital account of each Partner. The Partnership shall have the right to assign any or all of its right, title and interest in and to the additional contributions of the Partners as security for the repayment of such indebtedness. Except as stated above in this subparagraph 6 (c), the Partners shall not be required to contribute any additional capital to the Partnership.

(d) The Certificate is hereby amended by deleting subparagraph 8 (a) in its entirety therefrom and substituting in lieu thereof the following:

8. Shares of Profits and Losses;
Distributions.

(a) Profits and losses of the Partnership shall be determined each year in accordance with the accounting methods followed by the Partnership for federal income tax purposes. Pro-

Partnership Book 2 Page 461

fits and losses of the Partnership shall be shared by the Partners as herein specified without regard to the amount in their respective capital accounts. For all purposes, including Sections 702 and 704 of the Internal Revenue Code of 1954, or the corresponding sections of any future federal internal revenue law or any similar tax law of any state or other jurisdiction, the determination of each Partner's distributive share of any Partnership item of income, gain, loss, deduction, credit or allowance for any partnership accounting period shall be made in accordance with the following allocations:

(i) Profits shall be allocated in equal proportions as follows:

1% to James D. Davenport

99% to Dr. Dennis G. Pappas

and the amount so allocated to each Partner shall be credited to his individual capital account; and

(ii) Losses shall be allocated in equal proportions as follows:

1% to James D. Davenport

99% to Dr. Dennis G. Pappas.

And the amount so allocated to each Partner shall be debited to his individual capital account.

(d) The Certificate is hereby amended by deleting subparagraph 8 (d) in its entirety therefrom.

(e) The Certificate is hereby amended by deleting subparagraph 12 (a) and (b) in their entirety therefrom and substituting in lieu thereof the following:

Partnership Book 2 Page 462

(a) Subject to the provisions of Section (b) below, in addition to any other rights and powers which he may possess, the General Partner shall have all specific rights and powers required or appropriate to his management of the partnership business.

The General Partner shall have all the rights and powers, and be subject to all restrictions and liabilities of a Partner in a Partnership without Limited Partners, except that the General Partner does not, except as provided herein, have the authority: (i) to do any act in contravention of this Certificate; (ii) to do any act which would make it impossible to carry on the ordinary business of the Partnership; (iii) to confess a judgment against the Partnership; (iv) to possess Partnership property or assign rights of the Partnership in specific Partnership property for other than a Partnership purpose; (v) to admit a person as a General or Limited Partner; (vi) to perform any act which would subject a Limited Partner to liability as a General Partner in any jurisdiction; (vii) to sell substantially all of the assets of the Partnership in a single sale which takes place at one time or from time to time or in multiple sales at one time without the approval of

Partnership Book 2 Page 463

the Partners owning in excess of fifty percent (50%) of the interest in the Partnership; (viii) to change the primary purposes of the Partnership as set forth in this Certificate.

2. Except as specifically set forth in this Certificate, which is executed for the purposes specified in paragraph 1 above, the undersigned hereby ratify, confirm, and approve the terms and conditions of the original Certificate of Limited Partnership and Limited Partnership Agreement without any change whatsoever as heretofore filed in the Office of the Judge of Probate of Shelby County, Alabama. The undersigned, Dr. Dennis G. Pappas, hereby specifically accepts, adopts, and agrees to be bound by the terms and provisions of the Certificate as amended, as Substituted Limited Partner. The Substituted Limited Partner is entitled to all the rights and privileges given to each Limited Partner in the said Certificate, as amended, and subject to all conditions and restrictions imposed on such Limited Partners in said Certificate, as amended, including the obligation to make additional contributions to the capital of the Limited Partnership in an amount equal to each Limited Partner's proportionate share of indebtedness of the Partnership to Jackson and Company.

IN WITNESS WHEREOF, the undersigned Partners of Southside Office Building, Ltd., and the person named as Substituted Limited Partner have duly executed this agreement for the purpose of amending the Certificate of Limited Partnership and Limited Partnership Agreement in accordance with Sections 29 and 30 of the Alabama Limited Partnership Act 10-9-29

Partnership Book 2 Page 464

and 10-9-27, Code of Alabama 1975, on this 25 day of May,
1984.

GENERAL PARTNER:

James D. Davenport
James D. Davenport

LIMITED PARTNERS:

J. F. Greene & Associates,
a general partnership whose
partners are:

BY:

J. F. Greene, G. Partner
J. F. Greene

BY:

M. Miller Gorrie
M. Miller Gorrie

Philip G. Love
Philip G. Love

Marcus G. McCoy
Marcus G. McCoy

John P. Darnall
John P. Darnall

James F. Anthony
James F. Anthony

SUBSTITUTED LIMITED PARTNER:

Dennis G. Pappas
Dennis G. Pappas

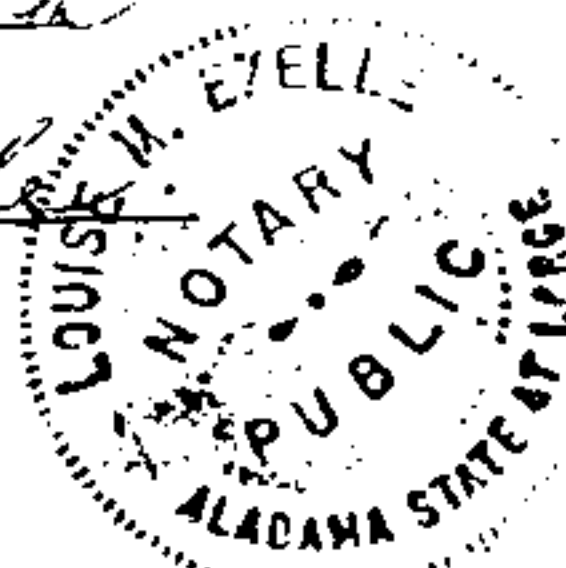
STATE OF ALABAMA,

JEFFERSON COUNTY.

I, the undersigned, a Notary Public in and for
said County in said State, hereby certify that James D.
Davenport, 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 such instrument,
he executed the same voluntarily on the day the same bears
date.

Given under my hand and official seal this 18th
day of May, 1984.

Louise M. Ewell
Notary Public



Partnership Book 2 Page 465

STATE OF ALABAMA,
JEFFERSON COUNTY.

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that Dennis G. Pappas, 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 such instrument, he executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 25
day of May, 1984.

George J. Baulch
Notary Public

MY COMMISSION EXPIRES JUNE 29, 1984

STATE OF ALABAMA,
JEFFERSON COUNTY.

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that J. F. Greene and M. Miller Gorrie, whose names as partners of J. F. Greene & Associates, a general partnership, are signed to the foregoing instrument, and who are known to me, acknowledged before me on this day that, being informed of the contents of such instrument, they, as such partners and with full authority, executed the same voluntarily for and as the act of said partnership.

Given under my hand and official seal this 16th
day of May, 1984.

David A. McDaniel
Notary Public

STATE OF ALABAMA,
JEFFERSON COUNTY.

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that Philip G. Love, 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 such instrument,

Page 466
Partnership Book 2

he executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 16th day of May, 1984.

Paul A. McShelley
Notary Public

STATE OF ALABAMA,
JEFFERSON COUNTY.

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that Marcus G. McCoy, 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 such instrument, he executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 16th day of May, 1984.

Paul A. McShelley
Notary Public

STATE OF ALABAMA,
JEFFERSON COUNTY.

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that John P. Darnall, 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 such instrument, he executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 16th day of May, 1984.

Paul A. McShelley
Notary Public

STATE OF ALABAMA,
JEFFERSON COUNTY.

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that James F. Anthony, whose name is signed to the foregoing instrument,



Partnership Book 2 Page 467

and who is known to me, acknowledged before me on this day
that, being informed of the contents of such instrument,
he executed the same voluntarily on the day the same bears
date.

Given under my hand and official seal this 16th
day of May, 1984.

Carl A. McCall
Notary Public



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

1984 JUN -4 AM 11:23

Thomas A. Henderson, Jr.
JUDGE OF PROBATE

Rec. 16.50
Ind. 1.00
17.50

THIS INSTRUMENT PREPARED BY:
GEORGE J. BOULOUKOS, ATTORNEY
1010 Frank Nelson Building
Birmingham, Alabama 35203

Partnership Book 2 Page 468