

STATE OF ALABAMA)

SHELBY COUNTY)

CERTIFICATE AND AGREEMENT OF LIMITED PARTNERSHIP
OF
BUCK, LTD.

THIS CERTIFICATE AND AGREEMENT OF LIMITED PARTNERSHIP (the "Agreement"), made and entered into on this the 12th day of October, 1992, by and among Paul J. Spina, Jr. (hereinafter for convenience referred to as the "General Partner"), and Bena Ann Spina, Spina Children's Trust fbo Paul J. Spina, III, Spina Children's Trust fbo Frank A. Spina and Spina Children's Trust fbo Ann Marie Spina (hereinafter for convenience referred to as the "Limited Partners"), as follows:

WITNESSETH:

WHEREAS, the General Partner and Limited Partners desire to form a limited partnership under the laws of the State of Alabama called "Buck, Ltd." (hereinafter referred to as the "Limited Partnership"), for the following defined purposes; and

WHEREAS, the parties to this Agreement are desirous of confirming the terms, provisions and conditions of the Limited Partnership and defining the rights and obligations of the parties hereto;

NOW, THEREFORE, in consideration of the premises and of the mutual covenants and undertakings of the parties hereto, it is agreed as follows:

1. Name, Office, Agent for Service of Process and Partners' Names and Mailing Addresses:

1.1 Name: The name of this Limited Partnership shall be Buck, Ltd.

1.2 Office: The street address of the office of said Limited Partnership shall be at Two Riverchase Office Plaza, Suite 206, Birmingham, Alabama 35244, and shall also be at such other place or places as the General Partner may hereafter determine. The mailing address of the Limited Partnership shall be Two Riverchase Office Plaza, Suite 206, Birmingham, Alabama 35244.

1.3 Agent for Service of Process: The Limited Partnership's agent for service of process shall be Paul J. Spina, Jr. whose street address is Two Riverchase Office Plaza, Suite 206, Birmingham, Alabama 35244.

1.4 Partners Names and Mailing Addresses:

(a) General Partner. The name and address of the General Partner is as follows:

Paul J. Spina, Jr.	Two Riverchase Office Plaza Suite 206 Birmingham, Alabama 35244
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(b) Limited Partners. The names and addresses of the Limited Partners are as follows:

Bena Ann Spina	Two Riverchase Office Plaza Suite 206 Birmingham, Alabama 35244
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Spina Children's Trust for benefit of Paul J. Spina III	Two Riverchase Office Plaza Suite 206 Birmingham, Alabama 35244
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Spina Children's Trust for benefit of Frank A. Spina	Two Riverchase Office Plaza Suite 206 Birmingham, Alabama 35244
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Spina Children's Trust for benefit of Ann Marie Spina	Two Riverchase Office Plaza Suite 206 Birmingham, Alabama 35244
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2. Duration: The term of the Limited Partnership shall commence on the date of the filing of the Certificate and Agreement of Limited Partnership in the Office of the Judge of Probate of Jefferson County, Alabama, and shall continue until December 31, 2092; provided, however, that the Limited Partnership shall be dissolved prior to such date (a) upon the sale or other disposition of all of the assets owned by the Limited Partnership unless prohibited from dissolving by law or by prior agreement of the Limited Partnership; (b) upon the mutual consent of all of the Partners; (c) as provided in this Agreement; or (d) as may be required by the Alabama Limited Partnership Act of 1983, as the same may be changed from time to time (the "Partnership Act").

3. Purpose and Description of Partnership Activity: The Limited Partnership is organized for the following purposes:

3.1 To acquire, own, maintain, develop, improve, sell, lease or otherwise dispose of real and personal property or interests in real and personal property, and to acquire, sell, lease and operate any lawful business or interests in businesses which the General Partner shall deem appropriate;

3.2 To finance the cost of acquiring real estate and the construction of any improvements thereon;

3.3 To acquire fee and leasehold estates in real and personal property and the rights therein or appurtenant thereto, necessary, appropriate or incidental to the acquisition, ownership, maintenance, leasing and disposition of said property;

3.4 To borrow money and to evidence the same by notes or other evidences of indebtedness and to secure the same by mortgage, deed of trust, pledge or other lien or security interest in furtherance of any or all of the purposes of the Limited Partnership;

3.5 To enter into, perform and carry out contracts and agreements necessary, appropriate or incidental to the accomplishment of the purposes of the Limited Partnership; and

3.6 To do any other acts and things which may be necessary, appropriate or incidental to the carrying out of the business and purposes of the Limited Partnership, subject to the terms and conditions of this Limited Partnership Agreement.

4. Capital Contributions:

4.1 General Partner: Paul J. Spina, Jr. is hereby named as the General Partner of the Limited Partnership, and shall contribute \$1.00 to the capital of the Limited Partnership for a 1% partnership interest (hereinafter "Percentage Interest"), payable in full in cash upon the filing of this Certificate and Agreement of Limited Partnership.

4.2 Limited Partners:

(a) The names of the Limited Partners and their respective capital contributions to the Limited Partnership for their limited partnership interests (hereinafter "Percentage Interests"), payable in full in cash upon the filing of this Certificate and Agreement of Limited Partnership, are set forth below:

<u>Name</u>	<u>Contribution</u>	<u>Percentage Interest</u>
Bena Ann Spina	\$84.00	84%

Spina Children's Trust fbo Paul J. Spina, III	5.00	5%
Spina Children's Trust fbo Frank A. Spina	5.00	5%
Spina Children's Trust fbo Ann Marie Spina	5.00	5%

4.3 Any additional Limited Partner who makes a capital contribution to the Limited Partnership as set forth in this Section 4 hereof and who is admitted to the Limited Partnership after the execution of this Certificate and Agreement of Limited Partnership shall sign an amendment to this Certificate and Agreement of Limited Partnership, evidencing the consent and agreement of such additional Limited Partners to the terms set forth herein. The said amendment to the Certificate and Agreement of Limited Partnership shall be duly filed in the Office of the Judge of Probate of Shelby County, Alabama. Additional Limited Partners may be admitted to the Limited Partnership only with the consent of the General Partner, which consent may be withheld without cause or reason.

4.4 Capital Accounts: An individual Capital Account shall be maintained in the name of each Partner. The Capital Account shall reflect the capital interest of each Partner as defined below and shall be maintained in accordance with Treasury Regulation Section 1.704-1(b)(2)(iv). The Capital Contributions actually paid into the Partnership (which for this purpose shall include "deemed" contributions of property to the Partnership under I.R.C. §708) shall be credited to each Partner's Capital Account. The capital account of each Partner (General as well as Limited Partners) shall be increased by (1) the amount of money contributed by that Partner to the partnership; (2) the fair market value of property contributed by that Partner to the partnership (net of liabilities secured by such contributed property that the Partnership is considered to assume or take subject to under I.R.C. §752), and (3) allocations to that Partner of partnership income and gain including income and gain exempt from tax and income and gain as computed for book purposes, in accordance with Treasury Regulation §1.704-1(b)(2)(iv)(g) excluding, however, allocations made pursuant to Section 5.2; and is decreased by (1) the amount of money distributed to that Partner by the partnership, (2) the fair market value of property distributed to that Partner by the partnership (net of liabilities secured by such distributed property that such partner is considered to assume or take subject to under I.R.C. §752), and (3) allocations of partnership loss and deduction, including loss and deduction, computed for book purposes, as described in Treasury Regulation 1.704-1(b)(2)(iv)(g), excluding, however, allocations made pursuant to Section 5.2, but including items described in (3) above.

5. Profits, Losses and Distributions:

5.1 Profits and Losses: All profits and losses derived from the Limited Partnership, and each item of income, gain, loss, deduction and credit entering into the computation thereof, shall be allocated among the Partners in accordance with their Percentage Interest in the Limited Partnership as set forth in Sections 4.1 and 4.2 of this Agreement.

5.2 Cash Distributions: All distributions of cash or property by the Limited Partnership to the Partners, with respect to the partnership interests held, shall be made according to their Percentage Interest in the Limited Partnership in such amounts and at such times as shall be determined by the General Partner in his absolute discretion.

6. Waiver of Trial by Jury. The parties to this Agreement desire to avoid the additional time and expense related to a jury trial of any disputes arising hereunder. Therefore, it is mutually agreed by and between the parties hereto, and for their successors and assigns, that they shall and hereby do waive trial by jury of any claim, counterclaim, or third-party claim, including any and all claims of injury or damages, brought by either party against the other arising out of or in any way connected with this Agreement and the relationship which arises herefrom. The parties acknowledge and agree that this Waiver is knowingly, freely and voluntarily given, is desired by all parties, and is in the best interests of all parties.

7. Fiscal Matters:

7.1 Books of Account: Limited Partnership books, in which shall be entered fully and accurately each transaction of the Limited Partnership, shall be maintained by the General Partner at the office of the Limited Partnership in accordance with the Partnership Act. Each Limited Partner shall upon reasonable request and at all reasonable times during ordinary business hours have the right to inspect and copy, at their expense, all such books and records and any other books and records of the Limited Partnership. In addition, the Limited Partnership shall maintain at its office the following records: (i) a current list of the full name and last known business or residence address of each Partner (which address shall be a street address); (ii) a copy of the Certificate and Agreement of Limited Partnership and all amendments thereto, together with executed copies of any powers of attorney pursuant to which any certificate or amendment thereto has been executed pursuant to the Partnership Act; (iii) copies of the Limited Partnership's federal, state, and local income tax returns and reports, if any, for the three most recent years; and (iv) copies of the Limited Partnership's financial statements for the three most recent years. The books shall be closed and balanced at the end of each accounting year, and, if deemed necessary by the General Partner, shall be audited for each accounting year by a Certified Public Accountant or a firm of Certified Public Accountants. Adequate reserves may be established, if needed, for annual accounting and legal fees, real estate taxes, insurance, and any other item for which reserves should be established, upon advice of accountants.

7.2 Financial Statements: Audited financial statements, if not otherwise provided, may be requested by any Limited Partner hereto, and shall be prepared and furnished to any such Limited Partner for the year requested; provided, however, that the Limited Partner requesting such audited financial statements shall bear the cost of the preparation of the audited financial statements to the extent such cost exceeds the cost of unaudited financial statements.

7.3 Annual Accounts: The business of the Limited Partnership shall be conducted on a calendar year basis, ending on the 31st day of December, and on that date a general accounting shall be taken of the assets and liabilities of the Limited Partnership, and of all other dealings and transactions of the same during the then preceding year.

7.4 Bank Accounts: All funds of the Limited Partnership shall be deposited in its name in such bank account or accounts as may be designated by the General Partner. Checks shall be drawn upon said account or accounts only for the purposes of the venture and shall be signed by the General Partner.

8. Salaries and Interest on Capital Contributions: The General Partner, as compensation for his services, shall be entitled to such salary and additional compensation as may be mutually agreed upon by the General Partner and the Limited Partners. In no event shall any Partner receive any interest on such Partner's contribution to the capital of the Limited Partnership.

9. Status of Limited Partners:

9.1 Liability: The liability of any Limited Partner is limited by such Limited Partner's capital contribution, and a Limited Partner shall not be bound by, or be personally liable for, any expenses, liabilities or obligations of the Limited Partnership, provided, however, that such capital contributions of a Limited Partner shall be subject to the risks of the business of the Limited Partnership and subject to the claims of the creditors of the Limited Partnership. In addition, (i) if any portion of a Partner's capital contribution to the Limited Partnership is returned to him in accordance with the terms of this Certificate and Agreement of Limited Partnership, such Partner will be liable to the Limited Partnership for a period of one year thereafter for the amount of the capital contribution returned to such Partner, but only to the extent that such returned capital is necessary to discharge the Limited Partnership's liabilities to creditors who extended credit to the Limited Partnership during the period such Partner's contribution was held by the Limited Partnership; and (ii) if any portion of a Partner's capital contribution to the Limited Partnership is returned to him in violation of the terms of this Agreement, such Partner will be liable to the Limited Partnership for six (6) years thereafter for the amount of the capital contribution wrongfully returned to such Partner. Nothing shall remove, diminish or affect the limitation of the liability of a Limited Partner as set forth herein. The Limited Partnership creditors shall have no right to look to and are hereby notified that they may not look to the personal estate of any Limited Partner hereof for satisfaction of a Limited Partnership debt.

9.2 Status of Partnership Interests: No Limited Partner shall have the right to withdraw the capital contribution made by such Limited Partner to the Limited Partnership, except as a result of the dissolution and winding up of the Limited Partnership, or as otherwise provided by this Agreement or provided by law. No Limited Partner shall have the right to bring an action for sale for division or partition against the Limited Partnership or against any Partner. No Limited Partner shall have the right to demand or receive property other than cash in return for such Limited Partner's contribution, either as to the return of contributions of capital or as to profits, losses or distributions.

9.3 Business of the Limited Partnership: A Limited Partner shall not take part in the conduct, management or control of the business of the Limited Partnership and shall have no right or authority to act for or bind the Limited Partnership in any manner whatsoever. Except as may be otherwise provided herein, a Limited Partner shall not have the right to vote on any matter concerning the management and affairs of the Limited Partnership.

10. Loans by Partners to the Limited Partnership: If any of the Partners shall make an advance to the Limited Partnership of money under a loan, the principal and interest under any such loan shall be fully paid before any distribution of funds is made to the Partners under the provisions of this Certificate and Agreement of Limited Partnership. Should any of the Partners lend the Limited Partnership funds under this provision, such Partner shall be deemed a general creditor of the Limited Partnership and not a partner for the limited purpose of receiving the interest and principal on any such loan.

11. Management of the Limited Partnership, Powers and Duties of the General Partner:

11.1 The affairs of the Limited Partnership shall be managed and conducted by the General Partner in accordance with the applicable laws of the State of Alabama and subject to the terms and provisions of this Agreement. Except as otherwise provided in this Agreement, the General Partner shall have the exclusive right to manage the affairs of the Limited Partnership and handle all matters arising in connection therewith, and the Limited Partners shall not have the right to vote on any matters concerning the management and affairs of the Limited Partnership.

11.2 In addition to the other rights and powers which the General Partner may possess under law or by virtue of this Certificate and Agreement of Limited Partnership, the General Partner shall have all specific rights and powers required or appropriate to his management of the Limited Partnership business, which shall include, but not be limited to, the following rights and powers on behalf of the Limited Partnership, subject, however, in all events to the specific limitations set forth in this Agreement, including, but not limited to, the limitations of Section 11.3 hereof:

(a) to acquire, hold, sell, exchange and otherwise dispose of any real property, interests therein, or appurtenance thereto, as well as personal or mixed property

connected therewith, and other mixed or personal property, including the purchase, maintenance, exchange, trade or sale of such property, at such price or amount, for cash, securities or other property, and upon terms as he shall deem, in his absolute discretion, to be in the best interest of the Limited Partnership;

(b) to acquire, lease, sell and operate any lawful business and to purchase, lease, sell or otherwise dispose of property in connection therewith;

(c) to borrow money on the general credit of the Limited Partnership for use in the Limited Partnership business and, if security is required therefor, to mortgage or subject to any other security device, all or any portion of the property of the Limited Partnership, to obtain replacements of any mortgage, security agreement or other security device, and to prepay, in whole or in part, refinance, increase, modify, consolidate, or extend any mortgage, security agreement or other security device, all of the foregoing at such terms and at such amounts as he deems to be in the best interest of the Limited Partnership;

(d) to acquire or enter into any contract of insurance which the General Partner deems necessary and proper for the protection of the Limited Partnership, for the conservation of its assets, or for any purpose convenient or beneficial to the Limited Partnership;

(e) to employ, engage or contract with persons in the operation and management of the Limited Partnership business, including, but not limited to, supervisory managing agents, building management agents, insurance brokers, real estate brokers, loan brokers, accountants and attorneys, on such terms and for such compensation as the General Partner shall determine;

(f) to construct such improvements on the real estate of the Limited Partnership as the General Partner may deem to be in the best interests of the Limited Partnership and to make such arrangements for the construction, financing and sale of such improvements as may, in the judgment of the General Partner, be in the best interests of the Limited Partnership;

(g) to execute, acknowledge, record and deliver any and all instruments to effectuate the foregoing on behalf of the Limited Partnership.

11.3 The General Partner shall have all of the rights and powers and be subject to all of the restrictions and liabilities of partners in a partnership without limited partners, except as such rights and powers are restricted pursuant to this Agreement, and, in particular, the General Partner has no authority to:

(a) do any act in contravention of this Certificate and Agreement of Limited Partnership;

(b) do any act which would make it impossible to carry on the ordinary business of the Limited Partnership;

(c) confess a judgment against the Limited Partnership;

(d) possess Limited Partnership property or assign the rights of the Limited Partnership in specific Limited Partnership property for other than Limited Partnership purposes;

(e) admit a person as a General Partner except as otherwise provided in this Agreement;

(f) admit a person as a Limited Partner except as otherwise provided in this Agreement;

(g) continue the business with the Limited Partnership property after the retirement, death, incompetency, withdrawal, removal, adjudication of bankruptcy or insolvency, dissolution or other cessation to exist of the General Partner.

11.4 Any person doing business with or otherwise dealing in any transaction whatsoever with the General Partner acting as such shall be entitled to rely fully on his power and authority to bind the Limited Partnership in that business or transaction. The General Partner shall have no liability to the Limited Partnership or to any of the Limited Partners for any mistakes or errors in judgment or for any act or omission believed by him in good faith to be within the scope of authority conferred upon him by this Certificate and Agreement of Limited Partnership, but he shall have liability only for acts or omissions involving his intentional wrongdoing as General Partner. The Limited Partnership shall indemnify and save harmless the General Partner, his agents and employees against and from any loss, liability or damage incurred as a result of any act or omission with respect to which he is protected under any provision of this Agreement.

11.5 Pursuant to Section 6221, et. seq., of the Internal Revenue Code of 1986, as amended, the General Partner is hereby designated as the Tax Matters Partner of the Limited Partnership.

12. Withdrawal, Resignation, Transfer, Conveyance, Sale, Alienation or Assignment by General Partner:

12.1 A General Partner may not, whether voluntarily or involuntarily, by dissolution, operation of law or otherwise, (i) withdraw or resign from the Limited Partnership or (ii) transfer, convey, sell, alienate or assign all of his or its interest in the Limited Partnership without the consent of the Limited Partners who hold, in the aggregate, at least 51 % of the interest in profits of the Limited Partnership. The withdrawal, resignation, transfer, conveyance, sale, alienation, assignment or other transfer by a General Partner of his or its

interest in the Limited Partnership does not release him or it from any liability to the Limited Partnership.

12.2 Except as otherwise provided by the specific written consent of all Partners at the time, a General Partner shall cease to be a General Partner of the Limited Partnership upon the happening of any of the events set forth in Section 10-9A-61 of the Act (hereinafter referred to as "Events of Withdrawal").

13. Transfer of a Limited Partner's Interest:

13.1 Except as may be provided under First Right of Refusal hereinbelow, and except as may be precluded by the laws of any applicable state and of the United States, a Limited Partner shall have the right to sell, assign, convey or exchange (collectively hereinafter referred to in this Section 13 as "assignment") the whole or any portion of such Limited Partner's interest in the Limited Partnership by a written assignment, the terms of which are not in contravention of any of the provisions of this Certificate and Agreement of Limited Partnership, which assignment has been fully executed by the assignor and assignee, and received by the General Partner and recorded on the books of the Limited Partnership; provided, however, any such assignment shall have the prior written approval of the General Partner and such approval shall be at the sole and absolute discretion of such General Partner, and the Limited Partnership shall obtain the opinion of counsel that such assignment will not:

(a) contravene the applicable provisions of laws, rules and regulations of the federal and state securities commissions; or

(b) result in a termination of the Limited Partnership or jeopardize the tax treatment of any material tax item.

13.2 The "effective date" of an assignment of such interest as used in this Section 13 shall be that date set forth on the written instrument of assignment. An assignor Limited Partner shall cease to be a Limited Partner of the Limited Partnership upon the effective date of the assignment of such interest, and the assignee shall not become a substituted Limited Partner until the requirements of Substituted Limited Partners hereinbelow are satisfied. An assignment by any Limited Partner does not release the assignor from his liability to the Limited Partnership.

13.3 Anything herein to the contrary notwithstanding, both the Limited Partnership and the General Partner shall be entitled to treat the assignor of such interest as the absolute owner thereof in all respects, and shall incur no liability for distributions of cash or other property made in good faith to said assignor until such time as the written assignment has been received by and recorded on the books of the Limited Partnership.

13.4¹ An assignee of an interest in the Limited Partnership shall be entitled to receive distributions of cash or other property from the Limited Partnership

attributable to such interest acquired by reason of such assignment from and after the effective date of the assignment of such interest to said assignee, except as provided in Section 13.3 above. The net profits, losses and distributions attributable to such interest acquired by reason of such assignment shall be divided between and allocated to the assignor and assignee of such interest as of the effective date of the assignment of such interest and shall be allocated pro rata from the effective date of such assignment.

13.5 Upon the transfer of any interest in the Limited Partnership, the General Partner may elect to adjust the basis of the Limited Partnership assets pursuant to Section 754 of the Internal Revenue Code of 1986, as amended.

13.6 The death or incompetency of a Limited Partner shall not dissolve or terminate the Limited Partnership. In the event of such death or incompetency, the legal representatives of the deceased or incompetent Limited Partner shall become a substitute Limited Partner in the Limited Partnership and shall have all the rights and powers and be subject to all the restrictions and liabilities of the deceased or incompetent Limited Partner. The estate of the deceased or incompetent Limited Partner shall be liable for all of such Limited Partner's liabilities and obligations to the Limited Partnership as a Limited Partner.

14. Substituted Limited Partners: Subject to applicable regulations, no assignee of the whole or any portion of any interest in the Limited Partnership shall have the right to become a substituted Limited Partner in place of his assignor unless all of the following conditions are satisfied:

14.1 The assignor and assignee shall have executed and acknowledged a written instrument of assignment, together with such other instruments as the General Partner may deem necessary or desirable to effect the admission of the assignee as a Limited Partner, including, but not limited to, the proper execution and filing of an amendment to this Certificate and Agreement of Limited Partnership evidencing the assignee's consent and agreement to the terms set forth herein.

14.2 Such instrument of assignment provided for herein shall have been delivered to and received by the General Partner.

14.3 The written consent of the General Partner approving the assignee as a Limited Partner shall be obtained.

14.4 A transfer fee has been paid to the Limited Partnership which is sufficient to cover all reasonable expenses connected with such assignment and admission.

15. First Right of Refusal:

15.1 Seller's Notice: Should any Limited Partner, or the assignee, executor, administrator, guardian, conservator, beneficiary or heir of a Limited Partner, desire

to sell his interest in the Limited Partnership to any person or entity, the person desiring to sell (the "Seller") shall first offer for sale such interest to the General Partner and to the Limited Partners of the Limited Partnership, in the manner hereinafter set forth, and the General Partner and the Limited Partners shall then have an option to purchase the said interest according to the terms of the said offer. The Seller shall give written notice (the "Seller's Notice") to the General Partner, stating his desire to sell such interest ("the Offered Interest"), the price at which the Seller proposes to sell the Offered Interest, and the terms upon which the Seller is willing to accept payment for the Offered Interest. The General Partner shall be obligated to furnish each Limited Partner a copy of said Seller's Notice. Following the giving of the Seller's Notice:

15.2 General Partner's Option: The General Partner shall thereafter have the irrevocable and exclusive option, but not the obligation, to purchase the Offered Interest or any portion thereof. The General Partner shall, within 90 days following the delivery of the Seller's Notice, give written notice to the Seller and to each of the Limited Partners stating whether or not the General Partner shall elect to exercise the option with respect to the Offered Interest. Failure by the General Partner to give such notice shall be an election not to exercise such option for the General Partner.

15.3 Limited Partners' Option: If the General Partner shall fail to exercise the option to purchase any of the Offered Interest provided to him above, or, if exercised, shall fail to pay therefor as required herein (of which failure the Seller shall give written notice, referred to herein as the "Failure Notice", to the General and Limited Partners), then the Limited Partners shall have the irrevocable and exclusive option, but not the obligation, to purchase all or any portion of the Offered Interest not being purchased by the General Partner. Within the later of (i) 120 days following the delivery of the Seller's Notice, or, (ii) if applicable, 15 days following the delivery of the Failure Notice, each Limited Partner shall give written notice to the Seller stating whether or not he desires to exercise the option with respect to the Offered Interest not being purchased by the General Partner. Failure by any Limited Partner to give such notice shall be an election by such Limited Partner not to exercise such option.

15.4 Purchase by Limited Partners: Each Limited Partner who elects to exercise the option provided above shall be entitled to purchase that portion of the Offered Interest which bears the same ratio to the total Offered Interest as the percentage of partnership interest held by said Limited Partner bears to the total percentage of partnership interest held by all Limited Partners electing to exercise their options to purchase the Offered Interest hereunder, but may purchase such lesser portion of the Offered Interest as may be desired. If any Limited Partner purchases less than all of the Offered Interest available to such Limited Partner, the remainder of such Offered Interest shall be offered to the other Limited Partners purchasing the maximum Offered Interest available to each of them, pro rata to the percentages of partnership interest that existed among them prior to the Seller's offer.

15.5 Terms of Purchase: If either the General Partner or the Limited Partners should elect to exercise the options granted above, they shall purchase the Offered Interest at the same price and on the same terms and conditions as set forth in the Seller's Notice. The closing of such purchase shall take place within 135 days following the date of delivery of the Seller's Notice.

15.6 Unrestricted Transfer: With respect to any portion of the Offered Interest not purchased by the General Partner or the Limited Partners under this Section the Seller shall be free to transfer such interest free from the restrictions of this Section, but only for the price and upon the exact terms and conditions, including terms of payment, as set forth in the Seller's Notice (or such percentage of the amounts of total purchase price, down payment, and amount to be financed set forth in the Seller's Notice as the remaining portion of the Offered Interest, then being sold, bears to the total of the Offered Interest described in the Seller's Notice). The Seller shall be entitled to make such sale at any time within 180 days after the giving of the Seller's Notice. If the Offered Interest shall not be so transferred by the Seller within such period, the Offered Interest shall again be subject to the terms of this Section, in the same manner as if no Seller's Notice had been given.

15.7 Family Transfers: Any transfer of a Limited Partner's interest to the spouse, child, grandchild, parent, grandparent, or trust or custodian therefor, or any controlled corporation owned entirely by such Limited Partner by gift and without the payment of any valuable consideration shall not be subject to this Section, but the transferee thereof shall be subject to all the terms and conditions of this Agreement including (without limitation) this Section, and as a condition precedent to any such transfer, such transferee shall enter into a written agreement satisfactory to the General Partner agreeing to be bound by the terms hereof.

16. Residency and Investment Intent: Each Limited Partner hereto warrants and represents, to each of the others, that such Limited Partner is acquiring an interest in this Limited Partnership for investment purposes and not with a view toward resale or distribution of such interest, and that such interest is being acquired only for said Limited Partner's own account and not for the account or benefit of any other person unnamed; and that such Limited Partner is a resident of and is domiciled in the State of Alabama. Each fully indemnifies the other, the Limited Partnership, the General Partner and all other persons responsible for the offering of interests in this Limited Partnership for any and all losses or damages of any type whatsoever that may result if said Limited Partner's representations above be false.

17. Power of Attorney:

17.1 Except as otherwise provided by law, each Limited Partner hereby irrevocably constitutes and appoints the General Partner as his, her, or its true and lawful attorney, in his, her, or its name, place and stead, to make, execute, consent to, swear to, acknowledge, record and file all instruments and to take any and all other action as the General Partner may deem necessary or desirable to fully carry out the provisions of this Certificate and Agreement of Limited Partnership in accordance with its terms.

17.2 It is expressly understood and intended by each Limited Partner that the grant of the foregoing power of attorney is coupled with an interest and shall be irrevocable.

17.3 The foregoing power of attorney shall survive the death of any Limited Partner who shall have died during the term hereof. The foregoing power of attorney may be exercised by the General Partner for each Partner individually or as attorney in fact for all of them together.

17.4 The foregoing power of attorney shall survive the delivery of an assignment by a Limited Partner of the whole or any portion of such Partner's interest.

17.5 The foregoing power of attorney shall in no way cause the grantor of such power of attorney or any other Partner other than the General Partner to be liable in any manner for the acts or omissions of the General Partner.

18. Dissolution of Limited Partnership:

18.1 The Limited Partnership shall be dissolved and its affairs shall be wound up upon the happening of the first to occur of the following:

- (a) termination of the Limited Partnership, as provided in Section 2 hereof;
- (b) written consent of all Partners;
- (c) an Event of Withdrawal of a General Partner (as defined in Section 12 hereof), unless at the time of the Event of Withdrawal there is at least one other General Partner or the provisions of Section 18.2 below are satisfied; or
- (d) entry of a Decree of Judicial Dissolution.

18.2 If an Event of Withdrawal of a General Partner occurs at a time when there is no other General Partner, then the Limited Partnership shall be dissolved, unless within a period of 90 days from the date of such Event of Withdrawal all Partners agree in writing to continue the business of the Limited Partnership and to the appointment of one or more successor General Partners. In the event of such succession, the successor General Partner(s) shall succeed to or shall acquire, as the case may be, the interest in the Limited Partnership of the former General Partner without further action by paying to the former General Partner or his assignee or his representative, as the case may be, the fair market value of the former General Partner's interest in the Limited Partnership. In the event that the successor General Partner(s) and the former General Partner or his assignee or representative, as the case may be, cannot agree upon the fair market value of such interest in the Limited Partnership, the successor General Partner(s) shall, nevertheless, immediately assume the duties of the General Partner of the Limited Partnership, and the fair market value of the interest of the former

General Partner shall be determined by an arbitrator under the rules of arbitration as set forth by the American Arbitration Association, and it shall be paid by the successor General Partner(s) upon such determination. Such proposed successor General Partner(s) shall, immediately after approval by all of the Partners, in the manner set forth above, assume all the rights, powers, and obligations of the General Partner under this Agreement, upon written acceptance and adoption of all of the terms and provisions of this Agreement, including the management of the Limited Partnership under Section 11 hereof.

18.3 In the event the Limited Partnership is dissolved by reason of (i) an Event of Withdrawal of the General Partner as described in Section 18.2 above, and (ii) the failure of the Partners to select one or more successor General Partners in the manner provided in Section 18.2 above, then a special meeting of all the Partners shall be held at the office of the Limited Partnership for the purpose of appointing a Liquidating Partner to wind up the affairs of the Limited Partnership, liquidate its assets and distribute the proceeds therefrom. Such special meeting shall be held, without notice, on the 15th day after the happening of the event causing dissolution of the Limited Partnership, or if such day is a Sunday or a legal holiday, then on the first day immediately following the 15th day which is not a Sunday or a legal holiday.

18.4 Upon the happening of any event causing dissolution of the Limited Partnership under Section 18.1 above, a statement shall be prepared under the direction of the General Partner or the Liquidating Partner, as the case may be, setting forth the assets and liabilities of the Limited Partnership, and a copy of such statement shall be furnished to all Partners within 30 days after such event causing dissolution of the Limited Partnership. The General Partner or the Liquidating Partner, as the case may be, shall promptly take such action as is necessary so that the Limited Partnership's business shall be terminated, its liabilities discharged and its assets distributed as hereinafter described. A reasonable period of time shall be allowed for the orderly termination of the Limited Partnership's business, the discharge of its liabilities and the distribution of its remaining assets so as to enable the Limited Partnership to minimize the normal losses incurred in the liquidation process.

18.5 Upon the dissolution and winding up of the Limited Partnership, the assets of the Limited Partnership may be sold for cash or notes or distribution in kind, and any gain or loss resulting therefrom shall be allocated among the Partners as provided in Section 5.1 above. Such proceeds of the Limited Partnership shall be distributed in the following order of priority:

(a) to creditors (including Partners who are creditors) in satisfaction of the liabilities of the Limited Partnership, other than liabilities to existing and former Partners for distributions from the Limited Partnership;

(b) to existing and former Partners in satisfaction of liabilities to them, if any, for distributions from the Limited Partnership;

(c) to Partners in accordance with the positive balances in their respective capital accounts on the date of distribution until their capital accounts have been reduced to zero; and

(d) any remaining proceeds shall be distributed to the Partners in accordance with Section 5.1 above.

19. Other Ventures: The General Partner and the Limited Partners (collectively the "Partners") may engage in or possess an interest in other business ventures of every nature and description, independently or with others, including, but not limited to, the ownership, financing, leasing, operation, management, syndication, brokerage, and development of real property; and neither the Limited Partnership nor the Partners shall have any right by virtue of this Agreement in and to such independent ventures or to the income or profits derived therefrom.

20. Notices: Any notices or document required or desired to be given to the General Partner or the Limited Partners or to the Limited Partnership shall be in writing and shall be deemed to be given (a) if to the Limited Partnership, when deposited in the United States mail, first class, postage prepaid, addressed to the Limited Partnership in care of the General Partner at the address of the Limited Partnership's office, and (b) if to the Partners, when delivered personally to those Partners, or their personal representative or successors in interest, or deposited in the United States mail, first class, postage prepaid, addressed to the Partners (or their personal representatives or their successors in interest) at the address shown for such Partner in Section 4 hereof.

21. Applicable Law: This Agreement and the rights of the parties hereunder shall be interpreted in accordance with the laws of the State of Alabama.

22. Entire Agreement: This writing constitutes the entire Agreement of the parties and supersedes any prior understandings or agreements among the parties with respect to the subject matter. There are no representations, arrangements, understandings or agreements, oral or written, among the parties hereto relating to the subject matter of this Agreement, except those fully expressed herein. Alterations, modifications, additions or qualifications to the terms of this Agreement shall be made only in accordance with the Act.

23. Successors in Interests: Except as otherwise provided herein, all provisions of this Agreement shall be binding upon, inure to the benefit of and be enforceable by and against the respective heirs, executors, administrators, personal representative, successors and assigns of any of the parties to this Agreement.

24. Litigation: The General Partner shall prosecute and defend such actions at law or in equity as may be necessary to enforce or protect the interests of the Limited Partnership. The General Partner shall respond to any final decree, judgment or decision of any court, board or authority having jurisdiction in the premises. The General Partner shall satisfy

any such judgment, decree or decision, first out of any insurance proceeds available therefor, next out of the assets of the Limited Partnership, and finally, out of the assets of the General Partner.

25. Reproduced Copies: The typed copy or ribbon copy of this instrument was used to electro-statically reproduce the copies of this instrument which are being executed and signed by the parties. It is agreed and stipulated by all of the parties to this instrument that all of the electro-static copies, which are executed and signed by all of the parties hereto, are deemed and declared to be primary evidence of this said instrument and each executed and signed copy thereof shall be treated for all purposes as a duplicate original of this said instrument.

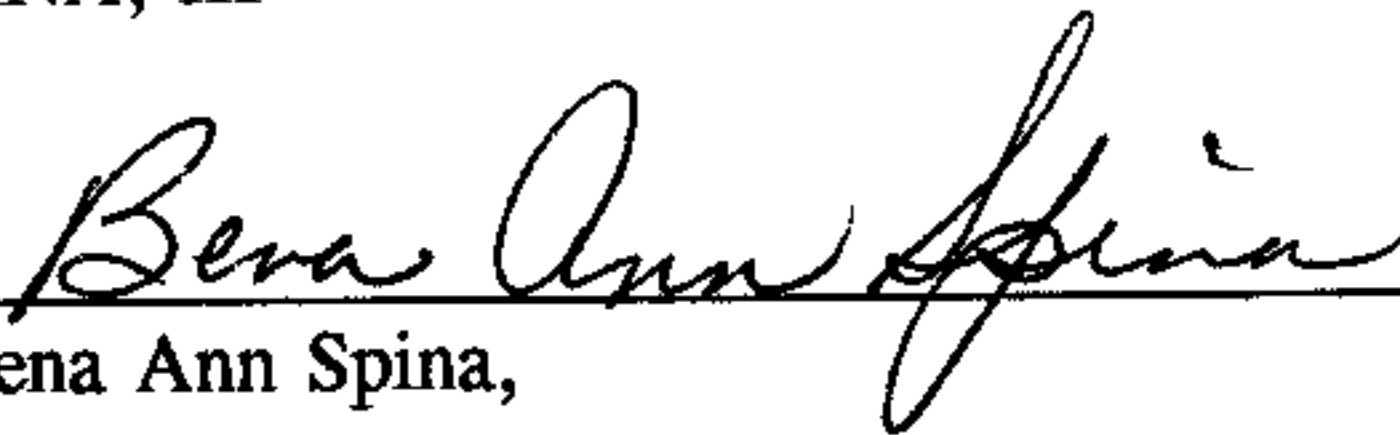
26. Captions: The captions or headings in this Agreement are made for convenience and general reference only and shall not be construed to describe, define or limit the scope or intent of the provisions of this Agreement.

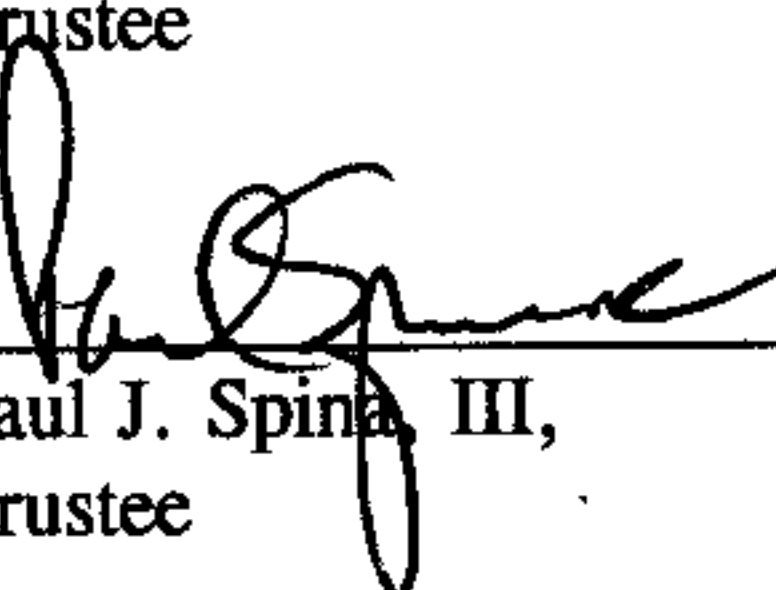
IN WITNESS WHEREOF, the parties hereto have affixed their hands and seals on this the 2nd day of October, 1992.


Paul J. Spina, Jr. (SEAL)

(GENERAL PARTNER)

SPINA CHILDREN'S TRUST FBO PAUL J.
SPINA, III

By 
Bena Ann Spina,
Trustee

By 
Paul J. Spina, III,
Trustee

SPINA CHILDREN'S TRUST FBO FRANK A.
SPINA

By Bena Ann Spina
Bena Ann Spina,
Trustee

By Paul J. Spina, III
Paul J. Spina, III,
Trustee

SPINA CHILDREN'S TRUST FBO ANN MARIE
SPINA

By Bena Ann Spina
Bena Ann Spina,
Trustee

By Paul J. Spina, III
Paul J. Spina, III,
Trustee

(LIMITED PARTNERS)

MS2087 JBR

Inst # 1992-23283

18
10/13/1992-23283
11:29 AM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
018 HCD 49.00