

**SECOND AMENDMENT TO THE PARTNERSHIP AGREEMENT OF
KINETIC COMMUNICATIONS, LLP**

THIS SECOND AMENDMENT is made on this 11th day of June, 2001 to the Partnership Agreement (the "Partnership Agreement") of Kinetic Communications, LLP, an Alabama limited liability partnership (the "Partnership").

W I T N E S S E T H:

WHEREAS, the Partnership was formed upon the filing of the LLP Registration dated July 23, 1997 with the Office of Secretary of State of Alabama by its initial members, Jay B. Brandrup and Scott W. Ferguson (collectively referred to as the "Initial Partners");

WHEREAS, the Initial Partners entered into that certain Partnership Agreement simultaneously with forming the Partnership to govern its affairs and have subsequently amended such Partnership Agreement;

WHEREAS, pursuant to that certain Assignment of Interest and Amendment to Partnership Agreement, a copy of which is attached hereto as Exhibit "A," Scott W. Ferguson has withdrawn from the Partnership as a member and Julie W. Brandrup has simultaneously been admitted as a substitute partner of the Partnership;

WHEREAS, in order to memorialize the foregoing, the undersigned partners have executed this Second Amendment to be effective as of the date first above written.

NOW, THEREFORE, the Partnership Agreement, as amended, is hereby further amended as follows:

1. Partners and Percentage Interest Ownership. All references in the Partnership Agreement to Scott W. Ferguson shall be removed and Julie W. Brandrup shall be substituted in lieu thereof. Upon the execution of this Second Amendment, Julie W. Brandrup shall own a 1% partnership interest in the Partnership and Jay B. Brandrup shall own a 99% partnership interest. Accordingly, tax allocations and Partnership distributions shall be made in accordance with percentage interest ownership of the Partners. Julie W. Brandrup shall inure to all rights, privileges, duties, and obligations associated with being a partner in the Partnership in accordance with the Partnership Agreement, as amended by the First Amendment and this Second Amendment.

2. Principal Place of Business. The principal place of business of the Partnership shall be 2017 Morris Avenue, Birmingham, Alabama 35203.

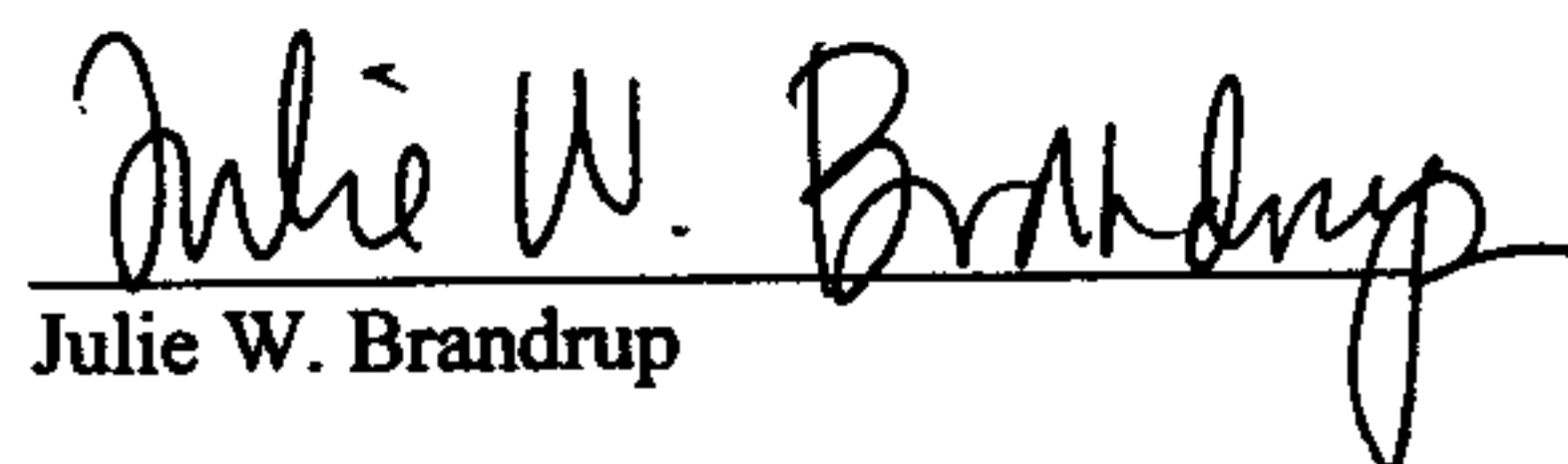
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3. Full Force and Effect. Except as hereby amended, the Partnership Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the undersigned partners have signed this Second Amendment as of the date first above written:


Jay B. Brandrup


Julie W. Brandrup

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