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CERTIFICATE OF LIMITED PARTNERSHIP

OF

SHELBY VENTURE, LTD.

We, the undersigned, desiring to form a Limited Partnership under The Alabama Revised Uniform Limited Partnership Act, do hereby sign under oath, swear to, and file this Certificate of Limited Partnership and certify as follows:

I. The name of the Partnership is SHELBY VENTURE, LTD., (the "Partnership").

II. The character of the Partnership's business shall be to acquire, develop, sell or otherwise deal with real property, and all activities incidental or related thereto.

III. The principal place of business of the Partnership shall be located at Suite 113, 1608 13th Avenue, South, Birmingham, Alabama 35205, or any such other place as the General Partner may from time and at any time designate; and the agent of the Partnership designated to accept Service of Process upon the Partnership is Gerald A. Drennen, Jr., at the same address noted above.

IV. The name and place of residence of each member of the Partnership, general and limited partners being respectively designated, is shown in Exhibit A attached hereto and incorporated herein by reference.

V. The term for which the Partnership is to exist is from the date of its formation until December 31, 1999, unless it is earlier terminated in the manner provided in the Limited Partnership Agreement, and upon the filing of a Certificate of Dissolution with the appropriate state office.

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L. O. Nolan

VI. The amount of cash or property contributed by each Limited Partner is described in Exhibit A, attached hereto.

VII. No time has been agreed upon when the capital contributions of any Limited Partner are to be returned except upon dissolution of the Partnership.

VIII. The share of profits or other compensation by way of income which each Limited Partner shall receive by reason of his contribution is set forth on Exhibit A, attached hereto, beside his name.

IX. No Limited Partner has the right, without the written consent of the General Partner, to substitute an assignee as Limited Partner in his place. The transferring Limited Partner and his transferee must execute such instruments as the General Partner deems necessary or desirable; such transferee must accept and agree in writing to be bound by all of the terms and provisions of the Partnership Agreement; and such transferee must pay all reasonable expenses connected with such substitution.

X. Additional Limited Partners may be admitted to the Partnership, but only with the consent of the General Partner, which consent may be withheld without cause or reason.

XI. No Limited Partner is given priority over other Limited Partners as to contributions or as to compensation by way of income.

XII. In the event of the death, retirement, insanity, withdrawal, dissolution, assignment for the benefit of creditors or adjudication of bankruptcy of the General Partner, the Partnership will be dissolved unless, within a period of sixty (60) days from the date of such event, a Successor General Partner is selected by unanimous

vote of all the Limited Partners, which Successor elects to continue the business of the Limited Partnership.

XIII. No Limited Partner has the right to demand or receive property other than cash in return for his contribution to the Partnership.

IN WITNESS WHEREOF, we have affixed our signature and oath to this Certificate of Limited Partnership, this 11th day of January, 1985.

WITNESSES:

E.R. Mungar

GENERAL PARTNER:

Gerald A. Drennen Jr.
GERALD A. DRENNEN, JR.

LIMITED PARTNERS:

Gerald A. Drennen
GERALD A. DRENNEN

Gerald A. Drennen Jr.
GERALD A. DRENNEN, JR.

Alan T. Drennen Jr.
ALAN T. DRENNEN, JR.

Joe Sandner
JOE SANDNER

Hollis Gieger
HOLLIS GIEGER

E.R. Mungar

E.R. Mungar

W. L. Drennen

E.R. Mungar

W. L. Drennen

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EXHIBIT "A"

<u>Names and Addresses</u>	<u>Percentage Profits & Losses</u>	<u>Percentage Capital</u>	<u>Capital Contribution</u>
General Partner:			
GERALD A. DRENNEN, JR. Suite 113, 1608 13th Avenue, South Birmingham, AL 35205	2%	2%	\$ 20
Limited Partners:			
GERALD A. DRENNEN Suite 113, 1608 13th Avenue, South Birmingham, AL 35205	22%	22%	\$ 220
GERALD A. DRENNEN, JR. Suite 113, 1608 13th Avenue, South Birmingham, AL 35205	22%	22%	\$ 220
ALAN T. DRENNEN, JR. P. O. Box 2606 Birmingham, AL 35202	22%	22%	\$ 220
JOE SANDNER 1800 Financial Center Birmingham, AL 35203	22%	22%	\$ 220
DR. HOLLIS GIEGER 2114 10th Avenue, South Birmingham, AL 35205	10%	10%	\$ 100

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

1985 JAN 11 PM 3:38

Thomas W. Sandner, Jr.
JUDGE OF THE COURT

RECORDING FEES

Recording Fee \$ 10.00
Index Fee 1.00
TOTAL 11.00