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Prepared by
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**AGREEMENT AND CERTIFICATE
OF LIMITED PARTNERSHIP FOR
TURTLE LAKE, LTD.,
AN ALABAMA LIMITED PARTNERSHIP**

THIS AGREEMENT AND CERTIFICATE OF LIMITED PARTNERSHIP (herein referred to as the "Agreement") is entered into as of the 3rd day of January, 1986, by and among DAS A. BORDEN & COMPANY, an Alabama corporation whose principal place of business is Suite 200, 404 Avalon Avenue, Muscle Shoals, Alabama 35660 (herein referred to as the "Managing General Partner"); DAS A. BORDEN, whose principal place of residence is 2000 Highland Circle, Muscle Shoals, Alabama 35660 (herein referred to as the "Individual General Partner"); and DAS A. BORDEN & COMPANY, an Alabama corporation whose principal place of business is Suite 200, 404 Avalon Avenue, Muscle Shoals, Alabama 35660 (herein referred to as the "Limited Partner").

W I T N E S S E T H:

WHEREAS, the parties hereto desire to form a limited partnership (the "Partnership") under the laws of the State of Alabama for the purposes set forth herein;

NOW, THEREFORE, in consideration of the mutual covenants herein contained and intending to be legally bound hereby, the parties hereto, after being duly sworn, do covenant, agree and certify as follows:

ARTICLE I

DEFINITIONS

1.1 "Affiliate" shall refer to (i) any person directly or indirectly controlling, controlled by or under common control with another person, (ii) any person owning or controlling 10% or more of the outstanding voting securities of such other person, (iii) any officer, director, partner of such person and (iv) if such other person is an officer, director or partner, any business or entity for which such person acts in any such capacity.

1.2 "Cash Flow" shall mean the net profits (losses) as shown on the books of the Partnership increased by (i) the amount of depreciation and amortization deductions taken in computing such net profits (losses), and (ii) any non-taxable income or receipts of the Partnership (excluding capital

contributions and the proceeds of any mortgages or of any other Partnership obligations or loans to the extent used to finance capital improvements and/or replacements) and reduced by (i) payments upon the principal of any mortgages upon the Property or of any other Partnership obligations or loans, (ii) expenditures for the acquisition of the Property and financed through capital contributions or loans, or reserves previously set aside by the Partnership for such purposes, and (iii) such reserves for new construction, capital improvements and/or replacements and for repairs and to meet anticipated expenses as the Managing General Partner shall deem to be reasonably necessary in the efficient conduct of the Partnership business, plus any other funds (including funds obtained from financing and amounts previously set aside as reserves by the Managing General Partner, where and to the extent it no longer regards such reserves as reasonably necessary in the efficient conduct of the Partnership business) deemed available for distribution and designated as cash flow by the Managing General Partner.

1.3 "General Partners" shall refer to Das A. Borden & Company, Das A. Borden, and such additional and/or successor General Partners as may be designated and admitted to the Partnership. Reference to a "General Partner" shall be to any one of the "General Partners".

1.4 "Individual General Partner" shall refer to Das A. Borden or his successor(s) as may be designated and admitted to the Partnership.

1.5 "Managing General Partner" shall refer only to Das A. Borden & Company or its successor(s) as may be designated and admitted to the Partnership.

1.6 "Partners" shall refer collectively to the General Partners and to the Limited Partner. Reference to a "Partner" shall be to any one of the "Partners".

1.7 "Partnership" shall refer to Turtle Lake, Ltd., a limited partnership created pursuant to the laws of the State of Alabama.

1.8 "Profits and Losses" shall mean the net profit or net loss of the Partnership as shown on its books of account after deduction of expenses, depreciation and such other charges or additions as are appropriate under generally accepted accounting principles consistently applied.

ARTICLE II

FORMATION, NAME AND PRINCIPAL PLACE OF BUSINESS

2.1 FORMATION. The Partners do hereby form a limited partnership pursuant to the limited partnership laws of the State of Alabama in order for the Partnership to carry on the business purposes for which provision is made herein. It is the intent of the Partners that this Agreement shall constitute a certificate of limited partnership within the meaning of applicable limited partnership law.

2.2 NAME. The name and style under which the Partnership shall be conducted is:

"TURTLE LAKE, LTD."

2.3 PRINCIPAL PLACE OF BUSINESS. The Partnership shall maintain its principal place of business at Suite 200, 404 Avalon Avenue, Muscle Shoals, Alabama 35660. The Partnership may re-locate its office from time to time or have additional offices as the Managing General Partner may determine.

ARTICLE III

PURPOSE OF THE PARTNERSHIP

The general character of the business of the Partnership shall be to acquire, own, operate and hold for investment income-producing residential real property. In connection therewith, the Partnership shall have the authority to carry out any and all activities not prohibited to limited partnerships under applicable limited partnership law.

ARTICLE IV

TERM

The term of the Partnership shall commence as of the date hereof and shall continue until December 31, 2025, on which date it shall be dissolved; provided, however, the Partnership shall be terminated and dissolved prior to such date as a result of the occurrence of any of the events set forth in Section 12.1 hereof.

ARTICLE V

CAPITAL CONTRIBUTIONS AND PARTNERSHIP INTERESTS

5.1 CAPITAL CONTRIBUTION OF THE MANAGING GENERAL PARTNER AND THE INDIVIDUAL GENERAL PARTNER.

(a) The Managing General Partner and the Individual General Partner shall jointly make a \$25 capital contribution to the Partnership.

(b) The Managing General Partner and the Individual General Partner have also contributed to the Partnership all right, title, and interest in certain agreements pertaining to the the acquisition of certain real property.

(c) Except as otherwise may be required by law, the Managing General Partner and the Individual General Partner shall not be required to make any further capital contributions to the Partnership.

5.2 CAPITAL CONTRIBUTION OF THE LIMITED PARTNER.

(a) The Limited Partner shall make a \$75 capital contribution to the Partnership.

(b) Except as otherwise may be required by this Agreement, a Limited Partner shall not be required to make any further capital contributions to the Partnership.

5.3 PARTNERSHIP INTERESTS IN THE PARTNERSHIP. Upon execution of this Agreement, the Managing General Partner and the Individual General Partner shall jointly own a 90% Partnership interest and the Limited Partner shall own a 10% Partnership interest.

ARTICLE VI

ALLOCATIONS AND DISTRIBUTIONS

6.1 PROFITS, LOSSES AND CASH FLOW.

Subject to the provisions of Section 6.2 hereof, all profits, losses and cash flow of the Partnership shall be allocated to the Partners, pro rata, based on their respective Partnership interests as set forth in Section 5.3 hereof.

6.2 CAPITAL ACCOUNTS, CHARGE BACKS AND RESTORATION OF NEGATIVE BALANCES.

(a) All profits (gains) realized from the sale or other disposition of the Property or from the other events set forth in Section 6.2 hereof shall be allocated first to those Partners having negative balances in their capital accounts (to be allocated to each Partner in the ratio which the negative balance in his capital account bears to the aggregate negative balance in the capital accounts of all Partners) until the negative balances in the capital accounts of such Partners have been eliminated.

Any additional profits (gains) from the sale or other disposition of the Property or from the other events shall be allocated to the Partners, pro rata, based on their respective Partnership interests as set forth in Section 5.3 hereof.

(b) Upon liquidation of the Partnership and the winding up of Partnership affairs, in the event that any Partner has a negative capital account after the allocation of profits (gains) described in Section 6.2(a) hereof such Partner shall contribute to the Partnership immediately prior to liquidation an amount of cash equal to the amount of his negative capital account, which amount shall be distributed to the Partners having positive capital accounts in accordance with the amounts of such positive capital accounts after first applying such amount to pay any outstanding obligations to creditors of the Partnership.

(c) A separate capital account shall be maintained and adjusted for each Partner and all profits, income exempt from tax, and gain (or items thereof) and losses and deductions (or items thereof) shared by the Partners shall be credited or charged, as the case may be, to their capital accounts. In addition, each Partner's capital account shall be increased by (1) the amount of money contributed by the Partner to the Partnership, (2) the fair

market value of property contributed by the Partner to the Partnership (net of liabilities securing such contributed property that the Partnership is considered to assume or take subject to), and (3) allocations to the Partner of Partnership income and gain (or items thereof); and is decreased by (4) the amount of money distributed to the Partner by the Partnership, (5) the fair market value of property distributed to the Partner by the Partnership (net of liabilities securing such distributed property that such Partner is considered to assume or take subject to), (6) allocations to the Partner of expenditures of the Partnership described in Section 705(a)(2)(B) of the Internal Revenue Code of 1954, as amended (the "Code"), and (7) allocations of the Partnership loss and deduction (or item thereof). The capital account of each Partner shall be maintained and adjusted in accordance with the Code and the Treasury Regulations promulgated thereunder.

(d) The Partners understand and agree that the allocation of profits, losses and cash flow set forth in this Agreement apply for federal income tax purposes as well as for Partnership accounting purposes. The tax information returns to be filed by the Partnership shall reflect the allocations set forth herein and each of the Partners agrees to report on his federal income tax return his share of Partnership income or loss in accordance with said Partnership information returns.

6.3 DISTRIBUTIONS TO PARTNERS. The Managing General Partner may, from time to time, make distributions, if any, under this Agreement to the Partners. The making of any distributions shall be within the sole discretion of the Managing General Partner. The Managing General Partner shall set aside such reserves as are required by law or as are deemed appropriate or necessary for working capital or to meet liabilities and obligations of the Partnership, whether contingent or otherwise.

ARTICLE VII

REPRESENTATIONS AND OBLIGATIONS OF THE GENERAL PARTNERS

The Managing General Partner and the Individual General Partner do hereby represent and covenant to the Partnership and its Partners that:

(a) they will be responsible for the overall supervision and operation of the Partnership business;

(b) they will represent the Partnership in all transactions and dealings with other parties consistent with their fiduciary obligation to the Partnership;

(c) they will establish and maintain checking, savings and other banking accounts on behalf of the Partnership, as they may deem appropriate;

(d) they will cause to be prepared and filed all federal and state tax information returns;

(e) they will furnish to the Partners all information and accounting of the business of the Partnership on a timely basis and when and if requested by any Partner;

(f) they will devote such time to the Partnership business as may be necessary to carry on and conduct such business consistent with their fiduciary obligation to the Partnership;

(g) they will maintain and review all books of account for all costs and expenses incurred in connection with the business of the Partnership;

(h) they will maintain their net worths at a level in conformity with the published audit guidelines or other rulings of the Internal Revenue Service in order for the Partnership to be classified and treated for federal income tax purposes as a partnership; and

(i) they will take no actions to cause any non-recourse mortgage indebtedness of the Partnership on the Property to become recourse indebtedness of the Partnership.

ARTICLE VIII

STATUS OF THE GENERAL PARTNERS

8.1 CONTROL AND RESPONSIBILITY. The Managing General Partner shall be solely responsible for the management of the Partnership business and shall have all powers generally conferred by law as well as those which are necessary, advisable or consistent in connection therewith. Any note, contract, deed, bill of sale, mortgage, lease or other commitment purporting to bind the Partnership to any action shall be signed by the Managing General Partner on behalf of the Partnership or by any person(s) to whom the Managing General Partner grants the authority under an agreement or arrangement.

8.2 STATUS OF PARTNERSHIP INTEREST. Except as may be otherwise provided in this Agreement, the Partnership interests owned by the General Partners shall be fully paid and non-assessable. The General Partners shall not have the right to reduce their contributions to the capital of the Partnership, or assign their Partnership interests, except as a result of (i) the dissolution and termination of the Partnership, (ii) their removal from the Partnership as a General Partner as provided in Section 9.6 hereof, or (iii) as otherwise provided in this Agreement and in accordance with applicable law.

8.3 EXTENT OF OBLIGATION. The Managing General Partner shall devote such time to the business and affairs of the Partnership as it shall reasonably deem necessary to conduct properly such business and affairs in accordance with this Agreement and applicable law. It is expressly understood and agreed that the General Partners shall not be required to devote their entire time or resources to the business of the Partnership.

8.4 RIGHTS AND POWERS OF THE MANAGING GENERAL PARTNER. In addition to any other rights and powers which it may possess under applicable law or pursuant to this Agreement, the Managing General Partner shall have all specific rights and powers required or appropriate to its management of the Partnership business.

8.5 CONTINUATION OF PARTNERSHIP BUSINESS. In the event of the death, incapacity, retirement, adjudication of bankruptcy, insanity or incompetency (or other incapacity which prevents a General Partner from effectively discharging the duties set forth in this Agreement) of a General Partner, the remaining General Partner(s) shall have the right to continue the Partnership business, as provided in Section 12.1 hereof, and such event shall not terminate the Partnership. The interest of such incapacitated General Partner shall be converted to a special class of limited partnership interest subject to all rights, duties and obligations of a Limited Partner as provided herein; provided, however, such special class of limited partnership interest shall continue to be subject to all provisions of Articles V and VI hereof, as if it were a general partnership interest. This Agreement, in such event, shall be appropriately amended as required by applicable law.

8.6 VOLUNTARY RETIREMENT OR WITHDRAWAL OF THE INDIVIDUAL GENERAL PARTNER.

(a) The Individual General Partner shall have the right to voluntarily retire or withdraw as a General Partner from the Partnership with the prior consent of the Managing General Partner, provided that the Partnership has received an opinion of counsel selected by the Managing General Partner, to the effect that such retirement or withdrawal will not affect the classification of the Partnership as a partnership by the Internal Revenue Service under the then current Internal Revenue Code, Treasury regulations thereunder or administrative guidelines or interpretations related thereto. The Individual General Partner shall not retire or withdraw from the Partnership without 30 days prior written notice to the Limited Partners and the effective date of such retirement or withdrawal of the Individual General Partner as a General Partner shall be no sooner than the expiration of the foregoing 30 day notice period. The Managing General Partner, at such time, shall amend this Agreement to reflect the foregoing and notify all the Partners and creditors of the Partnership.

(b) Upon the retirement or withdrawal of the Individual General Partner as a General Partner, he shall not be deemed to be liable with respect to any debts and liabilities that the Partnership incurred in connection with activities occurring subsequent to the date of his retirement or withdrawal provided that such retirement or withdrawal shall not diminish or in any way affect any debts and liabilities that the Individual General Partner incurred prior to such date.

(c) Upon the retirement or withdrawal of the Individual General Partner as a General Partner, the Partnership shall be continued by the Managing General Partner unless there is no remaining General Partner.

(d) Upon the retirement or withdrawal of the Individual General Partner as a General Partner and the continuance of the Partnership as provided herein, such general partnership interest in the Partnership shall be transferred to, and paid for by, any remaining or successor General Partner(s) as shall be agreed to by such retiring or withdrawing Individual General Partner and the remaining or successor General Partner(s). In no event however shall the remaining General Partner(s) have less than a 1% interest in the capital, profits, losses and cash flow of the Partnership for federal income tax purposes.

ARTICLE IX

STATUS OF LIMITED PARTNERS

9.1 LIABILITY. A Limited Partner shall not be bound by, or be personally liable for, the expenses, liabilities or obligations of the Partnership except as otherwise provided in this Agreement.

9.2 BUSINESS OF THE PARTNERSHIP. A Limited Partner shall take no part in the conduct or control of the business of the Partnership and shall have no right or authority to act for or to bind the Partnership in any manner whatsoever.

9.3 STATUS OF PARTNERSHIP INTEREST. Except as otherwise provided in this Agreement, the Partnership interest owned by a Limited Partner shall be fully paid and non-assessable. No Limited Partner shall have the right to withdraw or reduce his capital contribution to the Partnership except as a result of (i) the dissolution and termination of the Partnership or (ii) as otherwise provided in this Agreement and in accordance with applicable law. No Limited Partner shall have the right to bring an action for partition against the Partnership.

9.4 DEATH, INCAPACITY OR DISSOLUTION OF A LIMITED PARTNER. Neither the death or adjudication of bankruptcy, insanity or incompetency of a Limited Partner who is an individual nor the liquidation or dissolution of a Limited Partner which is not an individual shall affect the continuing existence of the Partnership; the Partnership shall continue in existence despite such occurrence.

ARTICLE X

TRANSFER OF A LIMITED PARTNERSHIP INTEREST

10.1 ASSIGNMENT. A Limited Partner shall have the right to assign the whole or any portion of his interest in the Partnership by a written assignment; provided that (i) the terms of such assignment are not in contravention of any of the provisions of this Agreement; (ii) such assignment is fully executed by the assignor and assignee; (iii) such assignment is received by the Partnership and recorded on the books thereof; and (iv) the Managing General Partner, in its sole discretion, approves the transfer.

10.2 ADDITIONAL CONDITIONS TO ASSIGNMENT AND SUBSTITUTION. In addition to the conditions to assignment and substitution set forth elsewhere in this Agreement, the Managing General Partner and the Partnership shall not recognize any assignment or substitution of any Partner for any purpose, if (a) such transfer together with prior transfers would result in sale or exchange of 50% or more of the total interest in the Partnership capital and profits within a 12 month period, or (b) the Partnership shall not have received, if required by any Partner, an opinion of counsel selected by the Managing General Partner to the effect that such sale (i) will not result in termination of the limited partnership under applicable law; (ii) will not result in termination of the Partnership for federal income tax purposes;

(iii) will not change the status of the Partnership as a partnership for Federal income tax purposes; and (iv) will not give rise to liability of the Partnership, any Partner or any agent or advisor of any Partner for violation of applicable securities laws.

10.3 DEATH, INCAPACITY OR DISSOLUTION OF A LIMITED PARTNER.

(a) Upon the death or adjudication of bankruptcy, insanity or incompetency of a Limited Partner who is an individual, his legally authorized personal representatives shall have all the rights of a Limited Partner for the purpose of settling or managing his estate, and shall have such power as such party possessed to make an assignment of his interest in the Partnership in accordance with the terms hereof and to join with such assignee in making application to substitute such assignee as a Limited Partner.

(b) Upon the adjudication of bankruptcy, dissolution or other cessation to exist as a legal entity of any Limited Partner which is not an individual, the authorized representative of such entity, possessed of the rights of such Limited Partner for the purpose of winding up, in any orderly fashion, and disposing of the business of such entity, shall have such power as such entity possessed to make an assignment of its interest in the Partnership in accordance with the terms hereof and to join with such assignee in making application to substitute such assignee as a Limited Partner.

ARTICLE XI

SPECIAL POWER OF ATTORNEY

11.1 (a) Each Limited Partner hereby irrevocably constitutes and appoints the corporate officers of the Managing General Partner and any successor Managing General Partner, his true and lawful attorney, in his name, place and stead, to execute, acknowledge, swear to, and file:

(i) this Agreement and all amendments thereto required by provisions hereof or by applicable law;

(ii) all certificates, documents or instruments which may be required to qualify or continue the Partnership as a limited partnership;

(iii) all instruments which effect an amendment or modification of the Partnership pursuant to the terms of this Agreement;

(iv) all instruments necessary to effect the dissolution and termination of the Partnership pursuant to the terms of this Agreement; and

(v) all such other instruments as may be deemed necessary or appropriate by the Managing General Partner to effectuate the terms of this Agreement;

and each Limited Partner hereby irrevocably constitutes and appoints the corporate officers of the Managing General Partner and any successor Managing General Partner, his true and lawful attorney, in his name, place and stead, to take any and all such other action as it may deem necessary or desirable to carry out fully this Agreement in accordance with its terms.

(b) 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 is irrevocable.

11.2 Each substituted Limited Partner, upon admission to the Partnership, shall be deemed to ratify and reaffirm the appointment of the corporate officers of the Managing General Partner as his true and lawful attorney for the purposes and on the same terms as set forth in Section 11.1 hereof.

ARTICLE XII

DISSOLUTION AND TERMINATION OF THE PARTNERSHIP

12.1 DISSOLUTION AND TERMINATION. The Partnership shall be dissolved and terminated upon the occurrence of any of the following events:

(a) the expiration of the term of this Agreement;

(b) the retirement, death, adjudication of bankruptcy, insanity or incompetency of a General Partner (or other incapacity which prevents a General Partner from effectively discharging the duties set forth in this Agreement) unless, within 90 days from such event, the remaining General Partner(s) elects to continue the business of the Partnership;

(c) the retirement, death, adjudication of bankruptcy, insanity or incompetency of the last remaining General Partner (or other incapacity which prevents the last remaining General Partner from effectively discharging the duties set forth in this Agreement) unless the remaining Limited Partners, by a vote of Limited Partners holding at least 67% of the Partnership interests, elect to continue the business of the Partnership and designate a "successor General Partner(s)" who consents to and accepts such designation subject to the terms of this Agreement as of the date of such event necessitating the election to continue the business of the Partnership;

(d) the decision by the Managing General Partner that it would be in the best interest of the Partnership to dissolve and the approval of Limited Partners holding at least 51% of the Partnership interests; or

(e) the removal of the last remaining General Partner(s) unless the remaining Limited Partners, by a vote of such Limited Partners holding at least 67% of the Partnership interests, elect to continue the business of the Partnership and designate a "successor General Partner(s)" who consents to and accepts such designation subject to the terms of this Agreement as of the date of such event necessitating the election to continue the business of the Partnership.

12.2 TIME. A reasonable time, as determined by the Managing General Partner not to exceed one year from the date of an event of dissolution, shall be allowed for the orderly liquidation of the assets of the Partnership and the discharge of Partnership liabilities.

12.3 STATEMENT OF TERMINATION. Each of the Partners shall be furnished by the Managing General Partner with a statement prepared, at Partnership expense, by a certified public accountant which shall set forth the assets and liabilities of the Partnership as of the date of complete liquidation and distribution as herein provided. Such statement shall also schedule the receipts and disbursements made with respect to the termination hereunder.

12.4 CERTIFICATE OF CANCELLATION. Upon the completion of termination in accordance with the terms hereof, the Partnership shall terminate and the Managing General Partner shall execute, acknowledge and cause to be filed a certificate of cancellation of the Partnership whereupon the Partnership will cease to exist in all respects.

ARTICLE XIII

AMENDMENTS

This Agreement may be amended at any time upon the approval of Limited Partners holding at least 67% of the Partnership interests and the concurrent approval of the Managing General Partner.

ARTICLE XIV

MISCELLANEOUS

14.1 MEETINGS. Meetings of the Partnership may be called by the Managing General Partner and shall be called by it upon the written request of Limited Partners holding at least 10% of the Partnership interests.

14.2 OTHER VENTURES. Except as otherwise provided in this Agreement to the contrary, any of the Partners may engage in or possess an interest in other business ventures of every nature and description, including those which may compete with the Partnership without any obligation to share any profits therefrom with the Partnership or the Partners.

14.3 CAPTIONS. Section titles or captions contained in this Agreement are inserted only as a matter of convenience and for reference and in no way define, limit, extend or describe the scope of this Agreement or the intent of any provision hereof.

14.4 IDENTIFICATION. Whenever the singular number is used in this Agreement and when required by the context, the same shall include the plural; and the masculine gender shall include the feminine and neuter genders; and the word "person" or "party" shall include corporation, firm, partnership, proprietorship or other form of association.

14.5 COUNTERPARTS. This Agreement may be executed in any number of counterparts and all of such counterparts shall be deemed an original and for all purposes constitute one agreement binding on the parties hereto, notwithstanding that all parties are not signatory to the same counterpart.

14.6 APPLICABLE LAW. This Agreement shall be governed by and construed in accordance with the laws of the State of Alabama.

14.7 BINDING AGREEMENT. Except as otherwise provided herein to the contrary, this Agreement shall be binding upon and inure to the benefit of the parties hereto, their personal representatives, successors and assigns.

14.8 SEVERABILITY. If any provision of this Agreement shall be declared invalid or unenforceable, the remainder of this Agreement will continue in full force and effect so far as the intent of the parties can be carried out.

14.9 FISCAL YEAR. The annual accounting period of the Partnership shall be the calendar year.

14.10 FEDERAL INCOME TAX ELECTIONS. All elections required or permitted to be made by the Partnership under the Internal Revenue Code shall be made by the Managing General Partner in its sole discretion. The Managing General Partner shall be the "tax matters partner" as defined under Internal Revenue Code Section 6231(a)(7).

IN WITNESS WHEREOF, the parties hereto, after first being duly sworn, have affixed their hands and seals as of the day and year first above written.

MANAGING GENERAL PARTNER:

DAS A. BORDEN & COMPANY

By: M. T. Mitchell

Title: VICE PRES.

STATE OF

COUNTY OF

I, Rhonda L. Rye, a Notary Public in and for said County and State, hereby certify that Maurice C. Mitchell, whose name as Vice President of DAS A. BORDEN & COMPANY, a 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 this instrument, he, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation.

Given under my hand this 6 day of December, 1985.

Rhonda A. Agee
Notary Public

My Commission Expires: 11-22-89

INDIVIDUAL GENERAL PARTNER:

DAS A. BORDEN
DAS A. BORDEN

Witness

STATE OF

COUNTY OF

I, Marilyn L. Gisham, a Notary Public, hereby certify that Das A. Borden, whose name is signed to the foregoing instrument, and who is known to me, acknowledged before me on this date that, being informed of the contents of this instrument, he executed the same voluntarily on the day the same bears date.

Given under my hand this 11th day of December, 1985.

Marilyn L. Gisham
Notary Public

My Commission Expires: MY COMMISSION EXPIRES 10-12-83

LIMITED PARTNER:

DAS A. BORDEN & COMPANY

By: M. C. Mitchell

Title: VICE PRES

STATE OF

COUNTY OF

I, Rhonda A. Agee, a Notary Public in and for said County and State, hereby certify that Maurice C. Mitchell whose name as Vice President of DAS A. BORDEN & COMPANY, a 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 this instrument, he, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation.

Given under my hand this 6 day of December, 1985.

Rhonda A. Payne
Notary Public

My Commission Expires: 11-22-89

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BOOK 29 PAGE 660

STATE OF ALA. SHELBY CO.
I CERTIFY THIS
INSTRUMENT WAS FILED
1986 JAN 31 AM 9:55

Thomas A. Shivers, Jr.
JUDGE OF PROBATE

RECORDING FEES	
Recording Fee	\$ <u>35.00</u>
Index Fee	<u>1.00</u>
TOTAL	\$ <u>36.00</u>