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This instrument prepared by:
Thomas E. Walker
Johnston, Barton, Proctor,
Swedlaw & Naff
1100 Park Place Tower
Birmingham, Alabama 35203

STATE OF ALABAMA)
SHELBY COUNTY)

AGREEMENT AND CERTIFICATE OF FIRST AMENDMENT
TO
AGREEMENT AND CERTIFICATE OF LIMITED PARTNERSHIP
OF
MSR, LTD.
(A Limited Partnership)

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The undersigned, being all of the assignor general partners and assignor limited partners and the assignee limited partner of MSR, Ltd., an Alabama limited partnership organized and existing under the Alabama Limited Partnership Act pursuant to an Agreement and Certificate of Limited Partnership recorded at Book 36, Page 442, in the Office of the Judge of Probate of Shelby County, Alabama (such Agreement and Certificate and the limited partnership thereby established being herein referred to as the "Partnership Agreement" and the "Partnership," respectively), do hereby agree to the following amendments to the Partnership Agreement and submit this Agreement and Certificate of First Amendment as follows:

ARTICLE I

The name of the limited partnership is:
MSR, LTD.

ARTICLE II

The date of filing of the Partnership Agreement was June 24, 1980.

ARTICLE III

The amendment to the Partnership Agreement is as follows:

Whereas, James A. Woods, A. T. Scott, J. Elmer Massey, and Robert E. Perry each has transferred, sold, and assigned to M. C. Davis five percent (5%) of his twenty-five percent (25%) interest as a partner in the Partnership, and M. C. Davis has assumed the obligations of a limited partner under the Partnership Agreement.

NOW, THEREFORE, PREMISES CONSIDERED:

1. The five percent (5%) interest in the Partnership transferred, sold, and assigned by James A. Woods to M. C. Davis is hereby converted from a general partner interest to a limited partner interest.

2. The five percent (5%) interest in the Partnership transferred, sold, and assigned by A. T. Scott to M. C. Davis is hereby converted from a general partner interest to a limited partner interest.

3. Paragraph 4 of the Partnership Agreement is hereby amended to read as follows:

"4. Partners' Names, Residence Addresses and Designations. The names, residence addresses and designations of the general partners and limited partners in the Partnership (herein sometimes collectively referred to as the "partners") are as follows:

<u>NAME</u>	<u>ADDRESS</u>	<u>DESIGNATION</u>
James A. Woods	500 Twin Branch Drive Birmingham, AL 35226	General Partner
A. T. Scott	301 Leach Court Birmingham, AL 35213	General Partner
J. Elmer Massey	921 Sun Valley Road Birmingham, AL 35215	Limited Partner
Robert E. Perry	1348 Starcross Drive Birmingham, AL 35216	Limited Partner
M. C. Davis	1133 Arrowhead Trail Alabaster, AL 35007"	Limited Partner

4. Paragraph 6 of the Partnership Agreement is hereby amended to read as follows:

"6. Partners' Interests in the Partnership. The partners' respective interests in the Partnership, including the profits and losses of the Partnership, are as follows:

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<u>PARTNER</u>	<u>INTEREST</u>
James A. Woods	20%
A. T. Scott	20%
J. Elmer Massey	20%
Robert E. Perry	20%
M. C. Davis	20%
	100%

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. Profits and losses of the Partnership shall be shared by the partners as above specified without regard to the amounts in their respective capital accounts. The Partnership shall make distributions in cash or other property to the partners in such amounts and at such time or times as the general partners shall deem advisable for the operation of the Partnership. All distributions to partners shall be made in proportion to the respective partners' interests in the profits and losses of the Partnership as of the time of distribution. Notwithstanding the above, if a partner is indebted to the Partnership under paragraph 7(b) below, the Partnership shall have the right to offset such indebtedness by applying all or a portion of the distribution of such partner to liquidate such indebtedness."

IN WITNESS WHEREOF, each of the parties hereto has executed this Certificate of First Amendment, effective as of January 1, 1986, on this 19th day of February, 1986.

ASSIGNOR PARTNERS:

James A. Woods
James A. Woods

A. T. Scott
A. T. Scott

J. Elmer Massey
J. Elmer Massey

Robert E. Perry
Robert E. Perry

ASSIGNEE PARTNER:


M. C. Davis
M. C. Davis

STATE OF ALABAMA)

JEFFERSON COUNTY)

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

Given under my hand and official seal this 19th day of February, 1986.


James J. Montanari
Notary Public


My Commission Expires:
My Commission Expires September 28, 1989

STATE OF ALABAMA)

JEFFERSON COUNTY)

I, the undersigned authority, a Notary Public in and for said County, in said State, hereby certify that A. T. Scott, 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 the instrument, he executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 19th day of February, 1986.


James J. Montanari
Notary Public

My Commission Expires:
My Commission Expires September 28, 1989

STATE OF ALABAMA)

JEFFERSON COUNTY)

I, the undersigned authority, a Notary Public in and for said County, in said State, hereby certify that J. Elmer Massey, 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 the instrument, he executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 19th day of February, 1986.



James J. Troutman
Notary Public

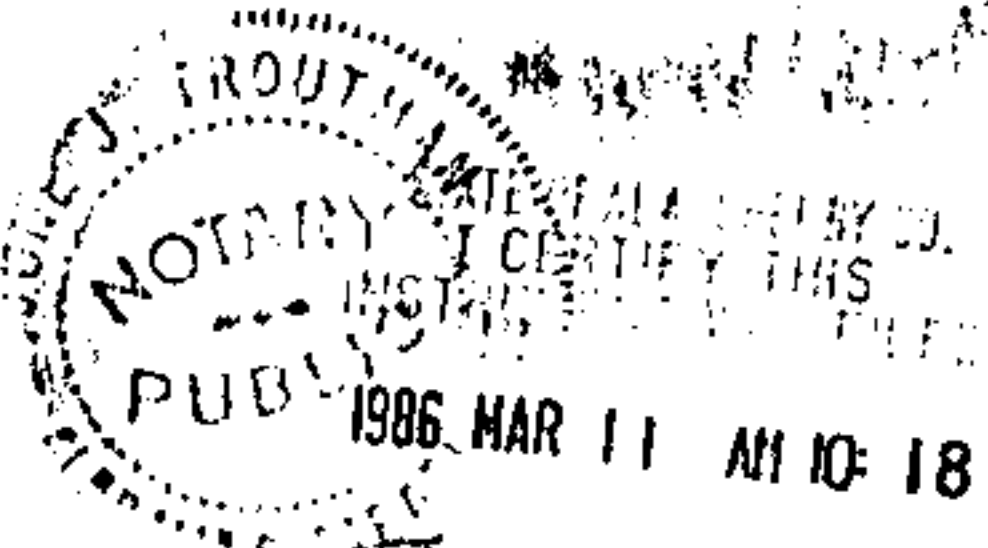
My Commission Expires: _____
My Commission Expires September 28, 1989

STATE OF ALABAMA)

JEFFERSON COUNTY)

I, the undersigned authority, a Notary Public in and for said County, in said State, hereby certify that Robert E. Perry, 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 the instrument, he executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 19th day of February, 1986.



James J. Troutman
Notary Public

My Commission Expires: _____
My Commission Expires September 28, 1989

STATE OF ALABAMA)

JEFFERSON COUNTY)

I, the undersigned authority, a Notary Public in and for said County, in said State, hereby certify that M. C. Davis, 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 the instrument, he executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 19th day of February, 1986.



James J. Troutman
Notary Public

My Commission Expires: _____
My Commission Expires September 28, 1989

1. Deed Tax \$ _____
2. Mtg. Tax _____
3. Recording Fee 12.50
4. Indexing Fee 1.00
TOTAL 13.50