

**THIRD AMENDMENT TO CERTIFICATE AND AGREEMENT
OF LIMITED PARTNERSHIP
OF
DANIEL OAK MOUNTAIN LIMITED PARTNERSHIP**

THIS THIRD AMENDMENT TO CERTIFICATE AND AGREEMENT OF LIMITED PARTNERSHIP (this "Third Amendment") is made and entered into as of the 31st day of December, 1992 by and among DANIEL REALTY INVESTMENT CORPORATION - OAK MOUNTAIN, an Alabama corporation, DANIEL U.S. PROPERTIES LIMITED PARTNERSHIP, a Virginia limited partnership ("DUSPLP"), and DANIEL U.S. PROPERTIES LIMITED PARTNERSHIP II, an Alabama limited partnership ("DUSPLP II").

R E C I T A L S:

Daniel Oak Mountain Limited Partnership (the "Partnership") was formed as an Alabama limited partnership pursuant to Certificate and Agreement of Limited Partnership dated as of September 22, 1989 and recorded in Book 039, Page 873 in the Office of the Judge of Probate of Shelby County, Alabama, which has been amended pursuant to the First Amendment to Certificate of Limited Partnership dated as of October 1, 1991 and recorded in Book 045, Page 220 in said Probate Office and the Second Amendment to Certificate of Limited Partnership dated as of December 1, 1992 and recorded as Instrument No. 1992-31128 in said Probate Office (collectively the "Partnership Agreement"). DUSPLP has distributed to its partners all of the right, title and interest of DUSPLP as a limited partner in the Partnership and the partners of DUSPLP have contemporaneously herewith contributed their respective interests as a limited partner in the Partnership to DUSPLP II. As a result of the foregoing, DUSPLP II will succeed to all of the right, title and interest of DUSPLP as a limited partner in the Partnership and DUSPLP shall withdraw as a limited partner in the Partnership.

NOW, THEREFORE, in consideration of the premises, the mutual covenants and agreements hereinafter set forth and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. Name. The name of the Partnership is Daniel Oak Mountain Limited Partnership.

2. Date of Filing of Original Certificate of Limited Partnership and First and Second Amendments Thereto. The original Certificate and Agreement of Limited Partnership of Daniel Oak Mountain Limited Partnership dated September 22, 1989 (the "Partnership Certificate") was recorded on September 22, 1989 in Book 039, Page 873 in the Office of the Judge of Probate of Shelby County, Alabama. The First Amendment to the Partnership

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Certificate dated October 1, 1991 was recorded on October 4, 1991 in Book 045, Page 220 in the Office of the Judge of Probate of Shelby County, Alabama. The Second Amendment to the Partnership Certificate dated December 1, 1992 was recorded on December __, 1992 as Instrument No. 1992-__ in the Office of the Judge of Probate of Shelby County, Alabama.

3. Withdrawal of DUSPLP and Admission of DUSPLP II. DUSPLP II hereby succeeds to the interests of DUSPLP as limited partner of the Partnership. DUSPLP II is hereby admitted as a Limited Partner of the Partnership and DUSPLP hereby withdraws as a limited partner of the Partnership. From and after the date hereof, all references to DUSPLP in the Partnership Agreement shall be deemed references to DUSPLP II. DUSPLP II, by execution of this Second Amendment, agrees to be bound by and observe all the terms and provisions of the Partnership Agreement, as amended.

4. Partners. DUSPLP II hereby succeeds to the interest of DUSPLP and thus, DUSPLP II's aggregate capital contribution to the Partnership is \$5,009,900. Paragraph 4 of the Partnership Agreement is hereby amended by substituting in lieu thereof the following as and for the capital contributed by and the address of Daniel U.S. Properties Limited Partnership II:

Limited Partner:

<u>Name</u>	<u>Address</u>	<u>Capital Contribution</u>
Daniel U.S. Properties Limited Partnership II, an Alabama limited partnership	Meadow Brook Corporate Park 1200 Corporate Drive Birmingham, Alabama 35242	\$5,009,900

5. Full Force and Effect. Except as expressly modified and amended herein, all of the terms and provisions of the Partnership Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the undersigned have subscribed and sworn to this Second Amendment to Certificate and Agreement of Limited Partnership as of the day and year first above written.

GENERAL PARTNER:

**DANIEL REALTY INVESTMENT
CORPORATION - OAK MOUNTAIN,
an Alabama corporation**


By: 

Its: Senior Vice President

WITHDRAWING LIMITED PARTNER:

**DANIEL U.S. PROPERTIES
LIMITED PARTNERSHIP,
a Virginia limited Partnership**

By: DANIEL REALTY INVESTMENT
CORPORATION, a Virginia corporation,
its General Partner

By: 
Its: President

LIMITED PARTNER:

**DANIEL U.S. PROPERTIES
LIMITED PARTNERSHIP II, an Alabama
Limited Partnership**

By: DANIEL REALTY INVESTMENT
CORPORATION, a Virginia corporation,
its General Partner

By: 
Its: President

STATE OF ALABAMA)

SHELBY COUNTY)

I, the undersigned, a Notary Public in and for said county, in said state, hereby certify that Stephen R. Mark whose name as Sr. Vice President of DANIEL REALTY INVESTMENT CORPORATION - OAK MOUNTAIN, an Alabama 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 said instrument, he, as such officer and with full authority, executed the same voluntarily on the day the same bears date for and as the act of such corporation.

Given under my hand and official seal, this the 31st day of December, 1992.

Shail H. Ellis
Notary Public
My Commission Expires: 2/26/99

STATE OF ALABAMA)

SHELBY COUNTY)

I, the undersigned, a Notary Public in and for said county, in said state, hereby certify that T. Charles Tickle whose name as President of DANIEL REALTY INVESTMENT CORPORATION, a Virginia Corporation, as General Partner of DANIEL U.S. PROPERTIES LIMITED PARTNERSHIP, a Virginia Limited Partnership, 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 said instrument, he, as such officer and with full authority, executed the same voluntarily on the day the same bears date for and as the act of such corporation in its capacity as General Partner as aforesaid.

Given under my hand and official seal, this the 31st day of December, 1992.

Shail H. Ellis
Notary Public
My Commission Expires: 2/26/99

STATE OF ALABAMA)

SHELBY COUNTY)

I, the undersigned, a Notary Public in and for said county, in said state, hereby certify that T. Charles Tickle whose name as President of DANIEL REALTY INVESTMENT CORPORATION, a Virginia Corporation, as General Partner of DANIEL U.S. PROPERTIES LIMITED PARTNERSHIP II, an Alabama Limited Partnership, 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 said instrument, he, as such officer and with full authority, executed the same voluntarily on the day the same bears date for and as the act of such corporation in its capacity as General Partner as aforesaid.

Given under my hand and official seal, this the 31st day of December, 1992.

Sheila H. Ellis
Notary Public
My Commission Expires: 2/26/94

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