

THIS INSTRUMENT PREPARED BY AND UPON
RECORDING SHOULD BE RETURNED TO:

Stephen R. Monk, Esq.
c/o Daniel Corporation
1200 Corporate Drive
Meadow Brook Corporate Park
Birmingham, Alabama 35242

Inst # 1992-31131

12/23/1992-31131
01:43 PM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
005 MCD 16.50

**CERTIFICATE OF LIMITED PARTNERSHIP OF
DANIEL U.S. PROPERTIES LIMITED PARTNERSHIP II**

THIS CERTIFICATE OF LIMITED PARTNERSHIP is made and entered into as of the 1st day of December, 1992 by and among DANIEL REALTY INVESTMENT CORPORATION, a Virginia corporation (the "General Partner"), DANIEL REALTY CORPORATION, an Alabama corporation ("DRC"), and ANDERSTORP, INC., a Delaware corporation ("Anderstorp") (DRC and Anderstorp are hereinafter sometimes collectively referred to as the "Limited Partners").

R E C I T A L S:

Contemporaneously herewith the General Partner and the Limited Partners (hereinafter sometimes collectively referred to as the "Partners") have entered into an Agreement of Limited Partnership (the "Partnership Agreement") forming Daniel U.S. Properties Limited Partnership II, an Alabama limited partnership (the "Partnership"). In accordance with the provisions of Section 10-9A-20 of the Code of Alabama (1975), as amended, the Partners desire to execute the following as the Certificate of Limited Partnership for the Partnership.

NOW, THEREFORE, in consideration of the premises, the parties do hereby certify and agree as follows:

1. **Name of Limited Partnership:** The name of the Partnership is "Daniel U.S. Properties Limited Partnership II". The Partnership is an Alabama limited partnership.

2. **General Character of Business:** The purposes of the Partnership are to acquire, own, develop, maintain, operate, improve, lease, mortgage, sell, exchange and otherwise dispose of interests in real property, including

partnership interests in general or limited partnerships which may own real property, and to invest any proceeds from the sale or sales therefrom. Without limiting the foregoing, the Partnership shall own a limited partnership interest in Daniel Oak Mountain Limited Partnership, an Alabama limited partnership, and shall also own certain real property situated in Shelby County, Alabama in Meadow Brook Corporate Park (the "Partnership Property").

3. Street Address of Office of Partnership: 1200 Corporate Drive, Meadow Brook Corporate Park, Birmingham, Alabama 35242.

4. Name and Street Address of Agent for Service of Process. Stephen R. Monk, Esq., c/o Daniel Corporation, 1200 Corporate Drive, Meadow Brook Corporate Park, Birmingham, Alabama 35242.

5. Name and Mailing Address of Each Partner:

General Partner: Daniel Realty Investment Corporation
1200 Corporate Drive
Meadow Brook Corporate Park
Birmingham, Alabama 35242

Limited Partners: Daniel Realty Corporation
1200 Corporate Drive
Meadow Brook Corporate Park
Birmingham, Alabama 35242

and

Anderstorp, Inc.
c/o Galway Enterprises, Inc.
14 Rue Ceard
1204 Geneva
Switzerland

6. Capital Contributions to the Partnership: The aggregate capital contributions contributed by all Partners to the Partnership is represented by the "Agreed Values" of the Partners' respective interests in the Partnership Property, which Agreed Values are as follows:

<u>General Partner:</u>	<u>Capital Contribution</u>
Daniel Realty Investment Corporation	\$53,667
<u>Limited Partners:</u>	
Daniel Realty Corporation	\$16,430,433.00
Anderstorp, Inc.	<u>4,220,900.00</u>
Total Agreed Values of Capital Contributions	<u>\$20,705,000.00</u>

The "Agreed Values" of each Partners' respective capital contribution to the Partnership is based on the estimated fair market value, as determined by and agreed to by all Partners, of assets contributed by the Partners to the Partnership.

7. Additional Capital Contributions: No Partner is obligated to contribute additional capital to the Partnership.

8. Transferability of Limited Partnership Interests: Except as specified below, no Limited Partner may offer, sell, assign, hypothecate, pledge or otherwise transfer, in whole or in part, whether voluntarily or by operation of law or at judicial sale or otherwise, its interest in the Partnership without the consent of the General Partner, which consent may be withheld in its sole discretion. Notwithstanding the foregoing, a Limited Partner may transfer its interest in the Partnership to any Affiliate (which is defined as any person that directly or indirectly controls or is under common control with such Limited Partner).

9. Right of Partner to Terminate Membership in Limited Partnership: No Partner shall have the right to demand a return of any portion of his Capital Contribution to the Partnership.

10. Rights of Partner to Receive Distributions from the Partnership: Distributable Cash Flow of the Partnership each year, after payment of all costs and expenses of the Partnership and the establishment of reserves, shall be distributed as follows:

(a) First, to the Limited Partners in an amount equal to 8% of the Agreed Value of their respective Capital Contributions to the Partnership;

(b) Second, to the General Partner in an amount equal to 15% of the remaining Distributable Cash Flow; and

(c) Third, the remaining balance is distributed to the Partners as follows: 1% to the General Partner, 79% to DRC and 20% to Anderstorp.

11. Return of Partner's Capital Contribution: Upon the refinancing or sale of all or substantially all of the assets of the Partnership and following the payment of all debts and the funding of any necessary reserves or contingent liabilities to the extent deemed necessary by the General Partner, the Partners are entitled to and shall be paid, on a prorata basis, an amount equal to the balance of their paid-in Capital Contributions less any previous distributions to such Partner from the sale or refinancing of all or substantially all of the assets of the Partnership.

12. Dissolution of Partnership. The term of the Partnership shall continue in full force and effect until December 31, 2030, except that the Partnership shall be dissolved by the happening of any of the following events:

(a) The occurrence of an event of bankruptcy as to the General Partner;

(b) The dissolution, withdrawal or removal of the General Partner unless the business of the Partnership is continued by the Limited Partners as provided in the Partnership Agreement;

(c) The passage of 30 days after the sale or other disposition of all or substantially all the assets of the Partnership; or

(d) The election by the General Partner, with the consent of at least 51% of interest of the Limited Partners.

13. Right of Limited Partners to Continue the Partnership. Upon the occurrence of an event of bankruptcy as to the General Partner or the removal or dissolution of the General Partner, any remaining General Partner shall continue the business of the Partnership. If there is no remaining General Partner upon the occurrence of any such events, the Limited Partners may, within 45 days after such occurrence, elect to reconstitute the Partnership and continue the business of the Partnership. If such election is not made within such time period, the Partnership shall be dissolved and terminated.

IN WITNESS WHEREOF, the undersigned have caused this Certificate of Limited Partnership to be executed as of the day and year first above written.

GENERAL PARTNER:

DANIEL REALTY INVESTMENT
CORPORATION, a Virginia
corporation

By: Dr RLF

Its: Senior Vice President

LIMITED PARTNERS:

DANIEL REALTY CORPORATION,
an Alabama corporation

By: [Signature]

Its: Senior Vice President

ANDERSTORP, INC.,
a Delaware corporation

By: Daniel Realty Investment Corporation, a Virginia corporation, as attorney-in-fact for Anderstorp, Inc., pursuant to power of attorney granted pursuant to Section 8.04 of the Agreement of Limited Partnership of Daniel U.S. Properties Limited II, an Alabama limited partnership, which power of attorney expressly provides for the execution of this Certificate of Limited Partnership by said attorney-in-fact

By: [Signature]

Its: Senior Vice President

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