

STATE OF ALABAMA)
SHELBY COUNTY)

LIMITED PARTNERSHIP AGREEMENT AND CERTIFICATE OF
LIMITED PARTNERSHIP OF STILLMEADOW FARM, LTD.

THIS LIMITED PARTNERSHIP AGREEMENT AND CERTIFICATE OF LIMITED PARTNERSHIP, is executed this 26th day of December, 1992, by and among Walter D. Dickson, as General Partner, and Walter D. Dickson, Debra Jane Fishburne, Carolyn Ann Meads and Walter David Dickson, Jr., as Limited Partners.

ARTICLE ONE

FORMATION OF LIMITED PARTNERSHIP;
NAME; PRINCIPAL PLACE OF BUSINESS

Section 1.1 Formation. The partners hereby form a limited partnership pursuant to the provisions of the Alabama Uniform Limited Partnership Act of 1983. The partners shall execute and cause to be filed, published, this Certificate of Limited Partnership as required by Section 10-9A-20 of the Alabama Uniform Limited Partnership Act of 1983.

Section 1.2 Name. The LIMITED PARTNERSHIP shall operate under the name Stillmeadow Farm, Ltd.

Section 1.3 Principal Place of Business. The principal place of business of the LIMITED PARTNERSHIP shall be at 5440 Dickson Court, Birmingham, Alabama 35242. The business of the LIMITED PARTNERSHIP may also be conducted at such other or additional place or places as may be designated by the General Partner.

Section 1.4 Agent for Service of Process. The agent for service of process shall be Walter D. Dickson. Service may be made on said agent at 5440 Dickson Court, Birmingham, Alabama 35242.

Section 1.5 Partners and Partnership Interest. The terms "Partners" or "Partner" when used without the words "General" or "Limited" shall refer to both the General and Limited Partners. The name, address and interest of the General Partner in the LIMITED PARTNERSHIP is as follows:

<u>NAME</u>	<u>ADDRESS</u>	<u>PARTNERSHIP INTEREST</u>
Walter D. Dickson	5440 Dickson Court Birmingham, AL 35242	10 GPUs

The names, addresses and interests of the Limited Partners in the LIMITED PARTNERSHIP are as follows:

<u>NAME</u>	<u>ADDRESS</u>	<u>PARTNERSHIP INTEREST</u>
Walter D. Dickson	5440 Dickson Court Birmingham, AL 35242	987 LPUs
Debra Jane Fishburne	1479 Milner Crescent Birmingham, AL 35205	1 LPU
Carolyn Ann Meads	3320 Valley Park Dr. Birmingham, AL 35243	1 LPU
Walter David Dickson, Jr.	1413 Ardsley Place Birmingham , AL 35209	1 LPU

The Partnership Interests are the relative interests of the individual partners in the Limited Partnership and shall be represented by ten (10) General Partnership Units (GPUs) and by nine hundred ninety (990) Limited Partnership Units (LPUs). Each General Partner shall have one (1) vote for each GPU owned by that General Partner.

ARTICLE TWO

PURPOSES OF THE LIMITED PARTNERSHIP

Section 2.1 Purposes of the LIMITED PARTNERSHIP. This LIMITED PARTNERSHIP is organized for the purpose of acquiring, owning, operating, managing, improving, repairing, renting, leasing, selling, assigning, mortgaging, farming and otherwise dealing with real and personal property of any kind, including any timber located thereon.

ARTICLE THREE

TERM OF THE LIMITED PARTNERSHIP

Section 3.1 Term of the LIMITED PARTNERSHIP. The LIMITED PARTNERSHIP shall commence as of the date of this Agreement and shall continue until the winding up and liquidation of the LIMITED PARTNERSHIP as provided hereafter in this Agreement.

ARTICLE FOUR

ACCOUNTING FOR THE LIMITED PARTNERSHIP

Section 4.1 Method of Accounting. The LIMITED PARTNERSHIP shall keep its accounting records and shall report for income tax purposes on such basis as the General Partners shall elect.

Section 4.2 Annual Statements. The General Partners shall cause annual financial statements of the operations of the LIMITED PARTNERSHIP to be prepared. They shall include a balance sheet, statement of operations, and such supporting statements as the General Partner deems relevant.

Section 4.3 Access to Accounting Records. Any Limited Partner shall have reasonable access to the accounting records and financial statements of the LIMITED PARTNERSHIP during regular business hours of the LIMITED PARTNERSHIP.

Section 4.4 Income Tax Information. The General Partner shall provide to each Limited Partner information on the LIMITED PARTNERSHIP'S taxable income or loss and each class of income, gain, loss, or deduction that is relevant to reporting LIMITED PARTNERSHIP income. The information shall also show each partner's distributive share of each class of income, gain, loss, or deduction. This information shall be furnished to the Limited Partners as soon as possible after the close of the LIMITED PARTNERSHIP'S taxable year.

ARTICLE FIVE

CAPITAL CONTRIBUTION

Section 5.1 Initial Capital Contributions. The initial capital contributions to the LIMITED PARTNERSHIP shall be in the amount of \$1,000.00, contributed as follows:

General Partner:

Walter D. Dickson	- Ten Dollars (\$10.00) in cash in exchange for ten (10) General Partnership Units (10 GPUs)
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Limited Partners:

Walter D. Dickson	- Nine Hundred Eighty Seven Dollars (\$987.00) in cash in exchange for nine hundred eighty seven Limited Partnership Units (987 LPUs)
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|---------------------------|--|
| Debra Jane Fishburne | - One Dollar (\$1.00) in cash in exchange for one (1) Limited Partnership Unit (1 LPU) |
| Carolyn Ann Meads | - One Dollar (\$1.00) in cash in exchange for one (1) Limited Partnership Unit (1 LPU) |
| Walter David Dickson, Jr. | - One Dollar (\$1.00) in cash in exchange for one (1) Limited Partnership Unit (1 LPU) |

Section 5.2 Additional Capital Contributions. The General Partners shall make additional contributions to the capital of the LIMITED PARTNERSHIP in such amounts and at such times as mutually agreed upon in writing by the General Partners.

ARTICLE SIX

CAPITAL ACCOUNTS; DRAWING ACCOUNTS

Section 6.1 Capital Accounts. An individual capital account shall be maintained for each Partner. The capital account of each Partner shall consist of his original contribution, increased by: (i) his additional contributions to capital and (ii) his share of partnership profits transferred to capital; and decreased by: (i) distributions to him in reduction of his partnership capital and (ii) his share of partnership losses, if transferred from his drawing account. Each Partner owns that share of the total capital of the LIMITED PARTNERSHIP in proportion to Partnership Interests (GPUs or LPUs) owned by the Partner.

Section 6.2 Withdrawal of Capital. Any Partner may not withdraw all or any part of his capital account without the majority consent of the General Partners. Each General Partner shall have one (1) vote for each General Partnership Unit held.

ARTICLE SEVEN

PROFITS OR LOSSES

Section 7.1 Profits, or Losses and Distributions.

(a) The net profits or losses from the LIMITED PARTNERSHIP, and each item of income, gain, loss, deduction or credit, entering into the computation of said net profits and losses shall be allocated to the Partners in equal proportions per Partnership Unit held (whether such unit is a General

Partnership Unit or a Limited Partnership Unit). However, the liability of the Limited Partners for the losses of the LIMITED PARTNERSHIP shall in no event exceed the amount of their respective contributions to capital.

(b) Cash Flow.

(1) For purposes of this Agreement, the term "cash flow" shall mean the net profits or net losses, as shown on the books of the LIMITED PARTNERSHIP, increased by any nontaxable income or receipts of the LIMITED PARTNERSHIP and deductions taken for depreciation and reduced by: (A) payments upon the principal of any mortgages on the real estate owned by the LIMITED PARTNERSHIP or of any other LIMITED PARTNERSHIP obligations, (B) expenditures for capital improvements and/or replacements (except to the extent financed through capital contributions, mortgages on the LIMITED PARTNERSHIP property, or any other LIMITED PARTNERSHIP obligations or loans, or reserves previously set aside by the LIMITED PARTNERSHIP for such purposes), and (C) such amounts as are reasonably necessary for the efficient conduct of the LIMITED PARTNERSHIP business.

(2) The cash flow of the LIMITED PARTNERSHIP, as defined in subsection (b)(1) above, shall be allocated to the Partners in equal proportions per Partnership Unit held (whether such unit is a General Partnership Unit or a Limited Partnership Unit).

(3) The cash flow of the LIMITED PARTNERSHIP shall be distributed to the Partners on an annual basis.

ARTICLE EIGHT

ADMINISTRATIVE PROVISIONS

Section 8.1 Management. The business of the LIMITED PARTNERSHIP shall be managed and conducted by the General Partners in accordance with the limited partnership laws of the State of Alabama and subject to the terms and provisions of this Agreement. A Limited Partner shall not take part in the conduct, management or control of the business of the LIMITED PARTNERSHIP and shall have no right or authority to act for or bind the LIMITED PARTNERSHIP in any manner whatsoever.

Section 8.2 Time Devoted by General Partner. The parties understand that the General Partners have other business activities which, over the year, take the major part of their total time devoted to business matters. Accordingly, the General Partners are required to devote to the business of the LIMITED PARTNERSHIP only the time and attention as they in their sole discretion shall feel is required.

Section 8.3 Loans to the Limited Partnership. It is anticipated that the LIMITED PARTNERSHIP may borrow money from time to time. The General Partners are granted the specific authority to borrow money for LIMITED PARTNERSHIP purposes and to secure any such loan with a mortgage on the LIMITED PARTNERSHIP'S real property.

Section 8.4 Bank Accounts. All funds of the LIMITED PARTNERSHIP shall be deposited in its name in such bank account or accounts as may be designated by the General Partners. Checks shall be drawn upon said account or accounts for LIMITED PARTNERSHIP purposes only and shall be signed by such General Partners as the General Partners shall authorize.

Section 8.5 Tax Elections. All elections under the Internal Revenue Code with respect to the reporting of allowable depreciation on the federal income tax returns of the LIMITED PARTNERSHIP, and with respect to any other matter for which elections may be made under the Code, shall be made by the General Partners and the remaining Partners shall be bound thereby.

Section 8.6 Additional Powers of General Partner.

(a) In addition to any rights and powers which the General Partners may possess by law or by virtue of this Agreement, the General Partners shall have all specific rights and powers required by or appropriate to their management of the LIMITED PARTNERSHIP business, which shall include, but is not limited to the following rights and powers on behalf of the LIMITED PARTNERSHIP:

(1) To borrow money on the general credit of the LIMITED PARTNERSHIP for use in the LIMITED PARTNERSHIP business, and if security is required therefor, to mortgage or subject to any other security device any portion of the property of the LIMITED PARTNERSHIP, to obtain replacements of any mortgage, security deed, or other security device, and to prepay, in whole or in part, refinance, increase, modify, consolidate, or extend any mortgage, security deed or other security device, all of the foregoing at such terms and at such amounts as he shall deem to be in the best interests of the LIMITED PARTNERSHIP;

(2) To acquire or enter into any contract of insurance which the General Partner shall deem necessary and proper for the protection of the LIMITED PARTNERSHIP, for the conservation of its assets, or for any purpose convenient or beneficial to the LIMITED PARTNERSHIP;

(3) To enter into such leases with respect to all or any portion of the LIMITED PARTNERSHIP'S property without limit as to the term thereof, whether or not such term (including renewal terms) shall extend beyond the date of the termination of the LIMITED PARTNERSHIP, as such rental and upon such terms as the General Partners shall deem to be in the best interests of the LIMITED PARTNERSHIP;

(4) To employ, engage or contract with persons in the operation and management of the LIMITED PARTNERSHIP business including, but not limited to, supervisory and managing agents, building management agents, insurance brokers, real estate brokers and loan brokers, on such terms and for such compensation as the General Partners shall determine:

(5) To compromise, submit to arbitration, sue on or defend all claims in favor of or against the LIMITED PARTNERSHIP;

(6) To sell or convey any assets of the LIMITED PARTNERSHIP; including but not limited to any real property.

(7) To do all acts, as limited by subsection (c) of this Article, he shall deem necessary or appropriate for the protection and preservation of the LIMITED PARTNERSHIP assets;

(8) To execute, acknowledge and deliver any and all instruments to effectuate the foregoing.

(c) The General Partners shall have all of the rights and powers and be subject to all of the restrictions and liabilities of a partner in a partnership without Limited Partners, except that the General Partner shall have no authority to (1) do any act in contravention of this Agreement; (2) do any act which would make it impossible to carry on the ordinary business of the LIMITED PARTNERSHIP; (3) confess a judgment against the LIMITED PARTNERSHIP; (4) possess LIMITED PARTNERSHIP property or assign the rights of the LIMITED PARTNERSHIP in specific LIMITED PARTNERSHIP property for other than LIMITED PARTNERSHIP purposes; (5) admit a person as a General Partner except as otherwise provided in this Agreement; (6) admit a person as a Limited Partner except as otherwise provided in this Agreement; and (7) continue the business with the LIMITED PARTNERSHIP property after his retirement, expulsion, adjudication of bankruptcy or insolvency, dissolution, or other cessations to exist.

(d) Any person doing business with or otherwise

dealing in any transaction whatsoever with the General Partners, acting as such, shall be entitled to rely fully on their power and authority to bind the LIMITED PARTNERSHIP in that business or transaction.

Section 8.7 Disclosure Among Partners. The General Partners shall keep the Limited Partners fully informed of the transactions performed by them on behalf of the LIMITED PARTNERSHIP and shall furnish to the Limited Partners, upon request, information and an accounting of any and all transactions and matters within their knowledge affecting or relating to the business of the LIMITED PARTNERSHIP. The General Partners shall specifically and promptly inform the Limited Partners with respect to any proposed financing, leasing or sale of the LIMITED PARTNERSHIP property.

Section 8.8 Power of Attorney. Each of the Limited Partners constitutes and appoints the General Partner his agent and attorney-in-fact, with full power of substitution, for the purpose of executing, acknowledging, swearing to and filing:

- (1) An amended Certificate of Limited Partnership to be filed in the appropriate public offices in the State of Alabama, in such form as shall be necessary under the laws of such state to give effect to the provisions of this agreement and to preserve the character of the partnership as a limited partnership;
- (2) All amendments of such amended Certificate of Limited Partnership required to give effect to any amendment of this agreement and to preserve the character of the partnership as a limited partnership;
- (3) All instruments which effect a change or modification of the partnership in accordance with this agreement;
- (4) All documents which may be required to effect the dissolution of the partnership pursuant to this agreement and the cancellation of its Certificate of Limited Partnership, as amended from time to time;
- (5) All fictitious or assumed name certificates required or permitted to be filed on behalf of the partnership;
- (6) All other instruments which may be required or permitted by law to be filed on behalf of the partnership and which are not inconsistent with this agreement;
- (7) Such documents as are necessary to add General or

Limited Partners in accordance with this agreement or any amendments hereto; and

- (8) Deeds, notes, mortgages, security instruments of any kind and nature, leases, and such other instruments as may be necessary to carry on the business of the partnership; provided that no such instrument shall increase the personal liability of the Limited Partners herein.

The power of attorney granted under this Section 8.8: (1) is a power coupled with an interest; (2) is irrevocable and survives the Partner's incompetency; (3) may be exercised by any General Partner by a facsimile signature or by listing all of the Limited Partners executing the instrument with a signature of the General Partner as the attorney-in-fact for all of them; and (4) survives the assignment of the Limited Partner's interest, and empowers the General Partner to act to the same extent for such successor Limited Partner.

ARTICLE NINE

LOANS BY PARTNERS TO THE LIMITED PARTNERSHIP

Section 9.1 Loans by Partners to the Limited Partnership. If a General Partner or a Limited Partner shall make an advance of money to the LIMITED PARTNERSHIP in the nature of a loan, the principal and interest of any such loan shall be fully paid before any distribution of funds is made to a General Partner or Limited Partner under the provisions of this Agreement. Should a General Partner, or any of the Limited Partners, lend funds to the LIMITED PARTNERSHIP under this provision, such Partner shall be deemed a general creditor of the LIMITED PARTNERSHIP and not a partner for the limited purpose of receiving the principal and interest on any such loan.

ARTICLE TEN

SALARY TO GENERAL PARTNER

Section 10.1 Salary to General Partner. A General Partner shall be entitled to such salary or other compensation as shall be mutually determined by a majority vote of the General Partners; each General Partner shall have one (1) vote for each General Partnership Unit held. The salary or other compensation shall be deducted as a separate expense of the LIMITED PARTNERSHIP in determining the profits or losses of the LIMITED PARTNERSHIP for distribution to the partners under ARTICLE SEVEN.

ARTICLE ELEVEN

LIABILITY OF LIMITED PARTNERS

Section 11.1 Liability of Limited Partners. The liability of each Limited Partner is limited to his capital account. No Limited Partner shall be bound by, or be personally liable for, any expenses, liabilities, or obligations of the LIMITED PARTNERSHIP; provided, however, that the capital contributions of a Limited Partner shall be subject to the risks of the business of the LIMITED PARTNERSHIP and to the claims of the creditors of the LIMITED PARTNERSHIP. Nothing shall remove, diminish, or affect such limitation of liability. The LIMITED PARTNERSHIP creditors shall have no right to, and are hereby notified that they may not look to, the personal estate of any Limited Partner hereof for satisfaction of a LIMITED PARTNERSHIP debt.

ARTICLE TWELVE

LIMITED PARTNERSHIP INTERESTS

Section 12.1 LIMITED PARTNERSHIP Interests. The LIMITED PARTNERSHIP interest owned by a Limited Partner subject to any contribution of the additional capital as required by Paragraph 5.2 hereof, shall be fully paid and nonassessable. No Limited Partner shall have the right to withdraw his capital account, except as a result of the dissolution of the LIMITED PARTNERSHIP, or as otherwise provided by this Agreement, or as provided by law. No Limited Partner shall have the right to bring an action for sale or for division or partition against the LIMITED PARTNERSHIP or against any General or Limited Partner. No Limited Partner shall have the right to demand or receive property other than cash in return for his contribution, either as to the return of contributions of capital or as to profits, losses, or distributions.

ARTICLE THIRTEEN

DEATH OR WITHDRAWAL OF A PARTNER

Section 13.1 Death or withdrawal of a General Partner. Any General Partner, effective as of the last day of any calendar year of the LIMITED PARTNERSHIP, may voluntarily withdraw from the partnership as a General Partner. Except as hereinafter provided, a withdrawal shall have the effect of terminating the LIMITED PARTNERSHIP as of the close of business on that last day. The bankruptcy, death, incapacity, resignation or withdrawal of one general partner (if there shall at the time of such event then be more than one General Partner) shall not have the effect

of terminating the LIMITED PARTNERSHIP if the other General Partner(s) shall elect to continue to carry on the business of the LIMITED PARTNERSHIP. Upon the bankruptcy, death, incapacity, resignation or withdrawal of all of the General Partners, the Partnership shall dissolve. The LIMITED PARTNERSHIP shall thereafter conduct only activities necessary to wind up its affairs, unless within ninety (90) days after one of the listed events all the Partners elect in writing to continue the LIMITED PARTNERSHIP. If an election to continue the LIMITED PARTNERSHIP is made, then:

- (a) A successor General Partner shall be selected.
- (b) The LIMITED PARTNERSHIP shall continue until the end of the term for which it is formed or until the subsequent death, withdrawal, incapacity, or bankruptcy of the General Partner, in which event all Partners shall again elect whether they wish to continue the LIMITED PARTNERSHIP operations.
- (c) The incapacitated, withdrawn, or bankrupt General Partner or the successor in interest of the deceased General Partner shall become a Limited Partner with the same share of profits or losses of the LIMITED PARTNERSHIP as before the event and shall have all the rights of a Limited Partner.
- (d) All necessary steps shall be taken to amend the Certificate of Limited Partnership.

For the purpose of this section, a General Partner shall be deemed to be incapacitated if he is disabled and unable to take an active part in the management of the LIMITED PARTNERSHIP business for a continuous period of at least six (6) months. For the purposes of this section, the bankruptcy of a General Partner shall be deemed to have occurred when he is adjudicated a bankrupt under federal bankruptcy law or has executed and delivered an assignment for the benefit of his creditors.

Section 13.2 Death of a Limited Partner. The personal representative or other successor in interest of a Limited Partner shall have all the rights and privileges of a Limited Partner.

Section 13.3 Donee or Other Assignee of a Limited Partner. The donee or the assignee of all or a part of the interest of a Limited Partner shall have all the rights and privileges of a Limited Partner.

ARTICLE FOURTEEN

SALE OF A LIMITED PARTNERSHIP INTEREST

Section 14.1 Sale of Interest of the General Partner. A General Partner may not sell or transfer all or any part of his general partnership interest in the LIMITED PARTNERSHIP, except with the written consent of Partners having a total interest in capital in excess of fifty percent (50%) of the total interest in capital of all Limited Partners.

Section 14.2 Sale or Other Transfer of Interest of a Limited Partner.

(a) Except as provided in subsection 14.2(b), a Limited Partner may sell, give, assign, devise, bequeath, transfer, pledge, encumber, mortgage, alienate, hypothecate or otherwise transfer or dispose of, whether voluntarily, involuntarily, or by operation of law, (hereinafter collectively referred to as "transfer") all or any portion of his Limited Partnership Interest which the Limited Partner now owns or may hereafter acquire in the LIMITED PARTNERSHIP only to any one or more of the following: (i) any General Partner, (ii) any Limited Partner, (iii) the spouse of any General Partner or Limited Partner, or (iv) the lineal descendants of any General or Limited Partner.

(b) A Limited Partner may not sell, give, assign, devise, bequeath, transfer, pledge, encumber, mortgage, alienate, hypothecate or otherwise transfer or dispose of, whether voluntarily, involuntarily, or by operation of law, (hereinafter collectively referred to as "transfer") all or any portion of his Limited Partnership Interest which the Limited Partner now owns or may hereafter acquire in the LIMITED PARTNERSHIP to a person or persons other than those set forth in subsection 14.2(a) except on the following conditions:

(1) The Limited Partner desiring to transfer his Limited Partnership Interest (hereinafter sometimes referred to as the "Transferring Limited Partner") shall first offer to sell such part or all of his Limited Partnership Interest (hereinafter sometimes referred to as the "offered interest") in writing to the LIMITED PARTNERSHIP. Such offer shall include the following: (i) a statement of intention to transfer all or any portion of the Limited Partnership Interest, (ii) the name(s) and address(es) of the prospective transferee(s), (iii) the portion of the Limited Partnership Interest involved in such proposed transfer, and (iv) the price and the terms of the offer to the LIMITED PARTNERSHIP pursuant to this subsection 14.2(b). The LIMITED PARTNERSHIP shall have the option for a period of thirty (30) days subsequent to the receipt of the said offer to accept such offer, in whole or in part, at such price (prorated, if the

offer is accepted by the LIMITED PARTNERSHIP in part) and such terms by giving written notice to the Transferring Limited Partner.

(2) If the option provided for in subsection 14.2(b)(1) is not exercised by the LIMITED PARTNERSHIP in full, then the Limited Partnership Interest not so purchased shall be deemed offered for sale to, and shall be subject to an option on the part of, the other Limited Partners, which option shall be exercised, if at all, within thirty (30) days after the expiration of the time period set forth in subsection 14.2(b)(1) by giving written notice to the Transferring Limited Partner.

The portion of the offered interest to be purchased by each other Limited Partner (subject to the next two sentences of this subsection 14.2(b)(2)) shall be in the same ratio that such Limited Partner's Interest in the LIMITED PARTNERSHIP bears to the total Limited Partner Interests of all of the other Limited Partners (excluding the Limited Partnership Interest of the Transferring Limited Partner). If any other Limited Partner does not purchase his portion of the offered interest, such portion shall then be available for purchase by the remaining other Limited Partners on a proportional basis. The LIMITED PARTNERSHIP and the other Limited Partners may assign their respective options to purchase to one another or may combine in any manner by agreement to purchase offered interest of the Transferring Limited Partner.

(3) If all of the offered interest of the Transferring Limited Partner is not purchased by the LIMITED PARTNERSHIP or other Limited Partners in accordance with the provisions of subsections 14.2(b)(1) and 14.2(b)(2) above, then the Transferring Limited Partner shall have the right for a period of sixty (60) days to transfer the offered interest, or the remainder of the offered interest, to a third party or parties; provided, however, that the Transferring Limited Partner shall not transfer the offered interest to a third party or parties at a price or on terms more generous than previously offered to the LIMITED PARTNERSHIP or other Limited Partners without first giving the LIMITED PARTNERSHIP and the other Limited Partners the option to purchase such offered interest at such price and/or terms, such required offer to the LIMITED PARTNERSHIP and other Limited Partners to be made according to the procedure set forth above in subsections 14.2(b)(1) and 14.2(b)(2), except for the amount of the purchase price and/or terms of the offer, and the respective periods of acceptance of such offer shall be fifteen (15) days instead of thirty (30) days.

Section 14.3 Any transfer or purported transfer of any Limited Partnership Interest shall be null and void unless made strictly in accordance with the provisions of Section 14.2.

Section 14.2 shall continue to apply to any Limited Partnership Interest transferred (whether or not for consideration) by any Limited Partner, and the transferee is deemed to have agreed to be subject to all the terms, conditions, restrictions, and obligations of this Limited Partnership Agreement, including the provisions of this ARTICLE FOURTEEN.

ARTICLE FIFTEEN

DISSOLUTION AND TERMINATION OF THE LIMITED PARTNERSHIP

Section 15.1 Right to Dissolve the Limited Partnership. Except as provided in Section 13.1, and except as otherwise provided herein, no Partner shall have the right to cause dissolution of the LIMITED PARTNERSHIP before the expiration of the term for which it is formed.

The LIMITED PARTNERSHIP shall be dissolved whenever: (i) all General Partner(s), and (ii) the Limited Partners holding a majority of the Limited Partnership Units, agree in writing that it be dissolved.

Section 15.2 Winding Up the Limited Partnership. In the event of a voluntary dissolution or the death, incapacity, withdrawal, or bankruptcy of the General Partner where there are no other General Partners and which is not followed by the exercise of the election of the Partners to continue the LIMITED PARTNERSHIP pursuant to Section 13.1, the LIMITED PARTNERSHIP shall immediately commence to wind up its affairs. The partners shall continue to share profits or losses during liquidation in the same proportions as before dissolution. The proceeds from liquidation of LIMITED PARTNERSHIP assets shall be applied as follows:

- (a) Payment to creditors of the LIMITED PARTNERSHIP, other than Partners, in the order of priority provided by law.
- (b) Payment to Partners for loans made by them to the LIMITED PARTNERSHIP.
- (c) Payment to the Limited Partners of their respective Limited Partnership Interests.
- (d) Payment to the General Partners of their respective General Partnership Interests.

Section 15.3 Gains or Losses in Process of Liquidation. Any gain or loss on disposition of LIMITED PARTNERSHIP properties in the process of liquidation shall be credited or charged to the partners in the proportions of their interest in profits or

losses as specified in ARTICLE SEVEN. Any property distributed in kind in the liquidation shall be valued and treated as though the property were sold and the cash proceeds were distributed. The difference between the value of property distributed in kind and its book value shall be treated as a gain or loss on sale of the property and shall be credited or charged to the partners in the proportions of their interests in profits or losses as specified in ARTICLE SEVEN.

Section 15.4 Waiver of Right to Court Decree of Dissolution. The parties agree that irreparable damage would be done to the good will and reputation of the firm if any Partner should bring an action in court to dissolve the LIMITED PARTNERSHIP. Care has been taken in this Agreement to provide what the parties feel is fair and just payment in liquidation of the interest of all partners. Accordingly, each party hereby waives and renounces his right to such a court of a liquidator for the LIMITED PARTNERSHIP.

ARTICLE SIXTEEN

ARBITRATION

Section 16.1 Arbitration. If any controversy or claim arising out of this Agreement cannot be settled by the partners, it shall be settled by arbitration in accordance with the rules of the American Arbitration Association then in effect, and judgment on the award may be entered in any court having jurisdiction thereof.

ARTICLE SEVENTEEN

AMENDMENTS

Section 17.1 Amendments. This LIMITED PARTNERSHIP Agreement may be amended by a written agreement executed by the General Partners and a majority in interest of the Limited Partners.

ARTICLE EIGHTEEN

MISCELLANEOUS

Section 18.1 Notices. Notice or payment required or permitted under this Agreement shall be given and served either by personal delivery to the party to whom it is directed, or by registered or certified mail, postage and charges prepaid, and if it is sent to a Partner, addressed with his address as it appears on the records of the Partnership. Any notice is deemed given on

the date on which it is personally delivered, or, if mailed, on the date it is deposited in a regularly maintained receptacle for the deposit of United States mail, addressed and sent as required in this Section 18.1. Any Partner may change his or her address for all purposes of this Agreement by giving notice in writing, stating his or her new address to the General Partner. Such a change of address will be effective fifteen (15) days after the notice is received by the General Partner.

Section 18.2 Non-Waiver. Any party's failure to seek redress for violation of or to insist upon the strict performance of any provision of this Agreement will not prevent a subsequent act, which would have originally constituted a violation, from having the effect of an original violation.

Section 18.3 Severability. Every provision of this Agreement is intended to be severable. If any term or provision hereof is invalid for any reason whatsoever, its invalidity will not affect the validity of the remainder of the Agreement.

Section 18.4 Good Faith. The doing of any act or the failure to do any act by a Partner or the Partnership, the effect of which causes any loss or damage to the Partnership, will not subject such Partner or the Partnership to any liability, if done pursuant to advice of the Partnership's legal counsel or in good faith to promote the Partnership's best interests.

Section 18.5 Governing Law. This Agreement is to be construed according to the laws of Alabama.

Section 18.6 Cumulative Rights. The rights and remedies provided in this Agreement are cumulative and the use of any right or remedy does not limit a party's right to use any or all other remedies. All rights and remedies in this Agreement are in addition to any other legal rights the parties may have.

Section 18.7 Other Activities. Every Partner may also engage in whatever activities he chooses without having or incurring any obligation to offer any interest in such activities to any party hereof.

Section 18.8 Confidentiality. No Partner may, without the General Partner's express written consent divulge to others any information not already known to the public pertinent to the services, clients, customers or operations of the Partnership, whether before or after the Partnership's dissolution.

Section 18.9 Counterparts. This Agreement may be executed in any number of counterparts with the same effect as if all parties hereto had all signed the same document. All counterparts shall be construed together and shall constitute one (1) agreement.

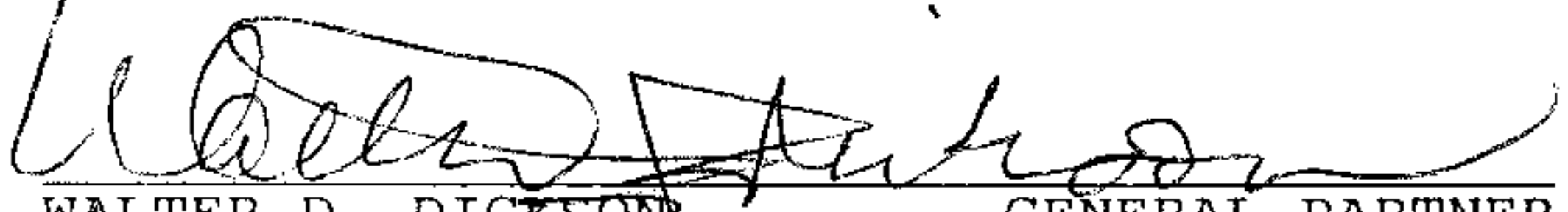
Section 18.10 Waiver of Partition. Each of the parties waives during the term of the Partnership any right that he may have to maintain any action for partition with respect to the Partnership's property or assets.

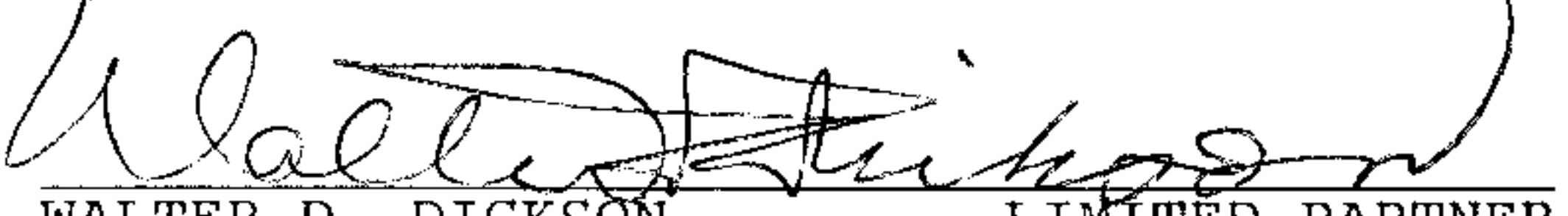
Section 18.11 Binding Terms. The terms of this Agreement are binding upon and inure to the benefit of the parties and, to the extent permitted by this Agreement, their heirs, executors, administrators, legal representatives, successors and assigns.

Section 18.12 "Days" Defined. For purposes of this Agreement, any reference to a "day" or "days" means a calendar day, including any days which fall on legal holidays or weekends.

Section 18.13 Gender and Number. Unless the context requires otherwise, the use of a masculine pronoun includes the feminine and the neuter, and vice versa, and the use of the singular includes the plural, and vice versa.

IN WITNESS WHEREOF, the partners have signed this Agreement of limited partnership.


WALTER D. DICKSON - GENERAL PARTNER


WALTER D. DICKSON - LIMITED PARTNER


DEBRA JANE FISHBURNE - LIMITED PARTNER


CAROLYN ANN MEADE - LIMITED PARTNER


WALTER DAVID DICKSON, JR. - LIMITED PARTNER

STATE OF ALABAMA)
JEFFERSON COUNTY)

I, the undersigned authority, a Notary Public in and for said County and State, hereby certifies that Walter D. Dickson, whose name as General Partner and Limited Partner is signed to the foregoing Limited Partnership Agreement and Certificate of Limited Partnership of Stillmeadow Farm, Ltd., and who is known to me, personally appeared before me on this day and acknowledged before me on this day that, being informed of the contents of said Agreement and Certificate, he executed the same voluntarily on the day the same bears date.

Witness my hand and official seal, this the 26th day of December, 1992.

W. J. Fishburne, III
NOTARY PUBLIC
My Commission Expires: 8 / 5 / 94

STATE OF ALABAMA)
JEFFERSON COUNTY)

I, the undersigned authority, a Notary Public in and for said County and State, hereby certifies that DEBRA JANE FISHBURNE, whose name as Limited Partner is signed to the foregoing Limited Partnership Agreement and Certificate of Limited Partnership of Stillmeadow Farm, Ltd., and who is known to me, personally appeared before me on this day and acknowledged before me on this day that, being informed of the contents of said Agreement and Certificate, she executed the same voluntarily on the day the same bears date.

Witness my hand and official seal, this the 26th day of December, 1992.

W. J. Fishburne, III
NOTARY PUBLIC
My Commission Expires: 8 / 5 / 94

STATE OF ALABAMA)
JEFFERSON COUNTY)

I, the undersigned authority, a Notary Public in and for said County and State, hereby certifies that CAROLYN ANN MEADS, whose name as Limited Partner is signed to the foregoing Limited Partnership Agreement and Certificate of Limited Partnership of Stillmeadow Farm, Ltd., and who is known to me, personally appeared before me on this day and acknowledged before me on this day that, being informed of the contents of said Agreement and Certificate, she executed the same voluntarily on the day the

same bears date.

Witness my hand and official seal, this the 28th day of December, 1992.

W. S. Fustons, III
NOTARY PUBLIC
My Commission Expires: 8 / 5 / 94

STATE OF ALABAMA)
JEFFERSON COUNTY)

I, the undersigned authority, a Notary Public in and for said County and State, hereby certifies that WALTER DAVID DICKSON, JR., whose name as Limited Partner is signed to the foregoing Limited Partnership Agreement and Certificate of Limited Partnership of Stillmeadow Farm, Ltd., and who is known to me, personally appeared before me on this day and acknowledged before me on this day that, being informed of the contents of said Agreement and Certificate, he executed the same voluntarily on the day the same bears date.

Witness my hand and official seal, this the 28th day of December, 1992.

W. S. Fustons, III
NOTARY PUBLIC
My Commission Expires: 8 / 5 / 94

Inst # 1992-31668

12/30/1992-31668
01:38-PM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
019 MCD 51.50