

ADMISSION AMENDMENT TO THE
AGREEMENT AND CERTIFICATE OF LIMITED PARTNERSHIP
FOR TURTLE LAKE, LTD., AN ALABAMA LIMITED PARTNERSHIP

THIS AMENDMENT is made and entered into as of this 5th day of January, 1993, by and among DAS A. BORDEN & COMPANY, (the "Managing General Partner") by their attorney-in-fact, DAS A. BORDEN & COMPANY.

W I T N E S S E T H:

WHEREAS, the Partnership was formed by A Restated and Amended Agreement and Certificate of Limited Partnership (herein referred to as the "Partnership Agreement") dated March 3, 1986, filed of record with the office of the Judge of Probate, State of Alabama, Shelby County, at Book 030, Pages 376-406 and Second Restated and Amended Agreement and Certificate of Limited Partnership, filed of record with the office of the Judge of Probate, State of Alabama, Shelby County, at Book 046, Pages 718-781.

WHEREAS, Richard C. Carroll, a Limited Partner in the Partnership, desires to transfer 10 Class A Units of limited partnership interest in the Partnership to the investor who has executed the Substituted Limited Partner Signature Page attached hereto and whose name and address is stated thereon (herein referred to as the "Substituted Limited Partner");

WHEREAS, the Substituted Limited Partner desires to be admitted to the Partnership in the place and stead of Richard C. Carroll;

WHEREAS, the General Partner has approved and consented to the aforesaid transfer by Richard C. Carroll to the Substituted Limited Partner; and

WHEREAS, the parties hereto are desirous of admitting to the Partnership, as Limited Partners therein, the investor who has executed the Substituted Limited Partner Signature Page attached hereto, and to evidence the withdrawal of Richard C. Carroll from the Partnership as a Limited Partner;

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

1. The Substituted Limited Partner who has executed the Substituted Limited Partner Signature Page attached hereto and whose name and address is stated hereon is hereby admitted to the Partnership in the place and stead of Richard C. Carroll effective as of the date hereof and shall have those certain ownership interests as set forth on such Substituted Limited Partner Signature Page.

DAS A Borden & Co.
Suite 209, 404 Alabama Ave
Mobile, Ala. 36681

2. By execution of the Substituted Limited Partner Signature Page, the Substituted Limited Partner has specifically adopted and approved each and every provision of the Partnership Agreement, and shall be entitled to all rights and privileges and subject to all obligations of a Limited Partner in the Partnership, and have specifically ratified and agreed to be bound by all actions undertaken by the Partnership and the General Partners prior to this date and in accordance with the terms of the Partnership Agreement.

3. Except as otherwise provided herein to the contrary, the Partnership shall continue to be governed by the terms and conditions of the Partnership Agreement.

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

GENERAL PARTNER

DAS A. BORDEN & COMPANY

Cindy McLean
Witness

By: Jane Springer
Jane Springer

Title: Vice President/Chief
Operating Officer

LIMITED PARTNERS

BY DAS A. BORDEN & COMPANY
AS ATTORNEY-IN-FACT FOR THE
LIMITED PARTNERS

Cindy McLean
Witness

By: Jane Springer
Jane Springer

Title: Vice President/Chief
Operating Officer

STATE OF ALABAMA)
COUNTY OF Colbert)

Before me, the below Notary Public in and for the above County and State, duly commissioned and sworn, personally appeared JANE SPRINGER, to me personally well known and known to me to hold the corporate office indicated above in DAS A. BORDEN & COMPANY, which is the corporation named in and executing the foregoing instrument, and sworn and acknowledged to me that he signed and delivered the same for the purposes and consideration therein expressed.

Given under my hand and official seal this 20th day of January, 1993.

Suzanne Henson
Notary Public

My Commission Expires:

12-6-1995

STATE OF ALABAMA)
COUNTY OF Colbert)

Before me, the below Notary Public in and for the above County and State, duly commissioned and sworn, personally appeared JANE SPRINGER, to me personally well known and known to me to hold the corporate office indicated above in DAS A. BORDEN & COMPANY, which is the corporation named in and executing the foregoing instrument, and sworn and acknowledged to me that he signed and delivered the same for the purposes and consideration therein expressed.

Given under my hand and official seal this 20th day of January, 1993.

Suzanne Henson
Notary Public

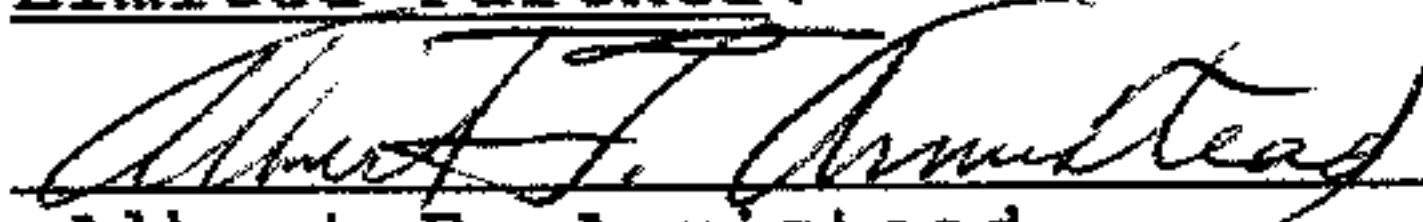
My Commission Expires:

12-6-95

SUBSTITUTED LIMITED PARTNER SIGNATURE PAGE TO
AN ADMISSION AMENDMENT TO THE
AGREEMENT AND CERTIFICATE OF LIMITED PARTNERSHIP FOR
TURTLE LAKE, LTD., AN ALABAMA LIMITED PARTNERSHIP

The undersigned, desiring to become a Limited Partner in Turtle Lake, Ltd., an Alabama limited partnership (the "Partnership") in accordance with the terms of the Partnership's Agreement and Certificate of Limited Partnership (the "Agreement"), hereby executes this Substituted Limited Partners Signature Page and authorizes the attachment of this executed Signature Page to an Admission Amendment to the Agreement, which actions shall evidence the undersigned's consent to and agreement to be bound by the terms of the Agreement. As a part of such Agreement, the undersigned represents and warrants that the principal place of residence of the undersigned is shown below.

Limited Partner:


Albert F. Armistead

710 Alabama Avenue

Sheffield, AL

Number of Units: 10

Social Security No.
[REDACTED]

STATE OF ALABAMA)
)
COUNTY OF COLEBERT)

Before me, the below Notary Public in and for the above County and State, duly commissioned and sworn, personally appeared Albert F. Armistead, known to me to be the person whose name is subscribed to the foregoing instrument, and swore and acknowledged to me that he voluntarily executed the same for the purposes and consideration therein expressed.

Given under my hand and official seal this 5th day of January, 1993.


Notary Public
My Commission Expires:

2/25/96

TRANSFER AND ASSIGNMENT OF LIMITED PARTNERSHIP INTEREST IN
TURTLE LAKE, LTD. AN ALABAMA LIMITED PARTNERSHIP

THIS TRANSFER AND ASSIGNMENT is made by Richard C. Carroll (the "Assignor") to Albert F. Armistead (the "Assignee").

W I T N E S S E T H

WHEREAS, Assignor is a Limited Partner of Turtle Lake, Ltd., an Alabama limited partnership (the "Partnership");

WHEREAS, in accordance with the terms of ARTICLE XI of the Agreement and Certificate of Limited Partnership (the "Partnership Agreement") for the Partnership, Assignor wishes to transfer and assign certain units of limited partnership interest (the "Units") in the Partnership to Assignee as evidenced hereinbelow:

NOW, THEREFORE, for and in consideration of the mutual covenants herein contained and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. Assignor hereby transfers, assigns, sells and conveys unto Assignee 10 Units in the Partnership and Assignee hereby agrees to assume all obligations of a Limited Partner in the Partnership. Assignee further agrees to be bound as a Limited Partner by all terms and conditions of the Partnership Agreement.

2. Assignor represents and warrants to Assignee that Richard C. Carroll is the owner of the Units and Richard C. Carroll has the right to transfer and assign the Units to Assignee free and clear of any security interests, liens or other encumbrances.

3. Assignee represents and warrants as follows:

(i) that he has received and reviewed a copy of the Private Placement Memorandum prepared for the Offering by the Partnership and that the investment was offered to the Trust by means of the Private Placement Memorandum and was not offered and sold to them by means of any form of general solicitation or general advertising.

(ii) that he will acquire these securities for his own account, for investment purposes only and not with a view to sale or distribution thereof, in whole or in part;

(iii) that he can bear the economic risks of the investment for an indefinite period of time and at the present time can afford a complete loss of such investment;

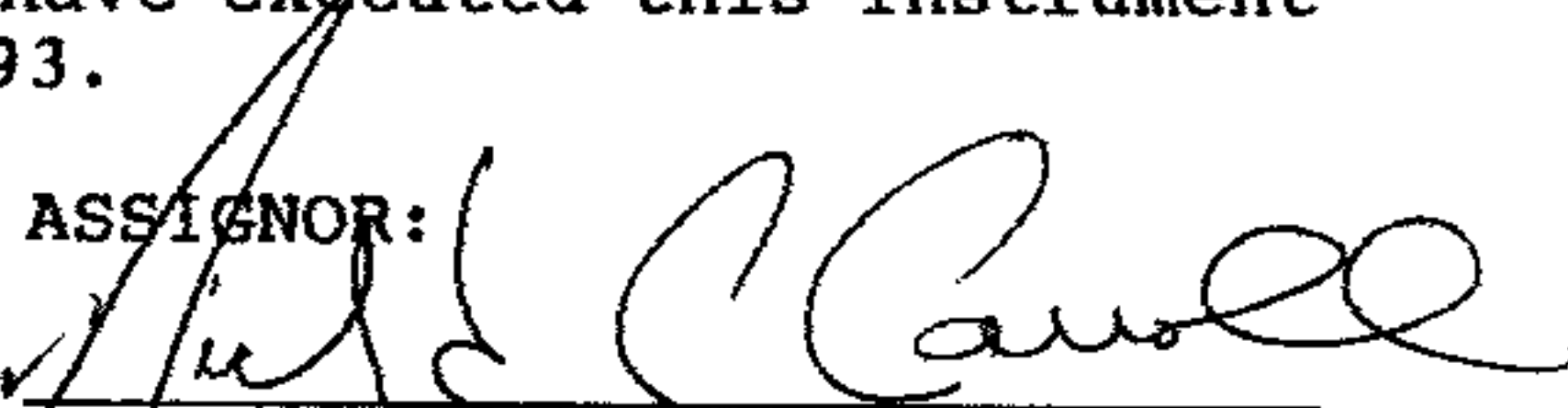
(iv) that he has met and expects to continue to meet the suitability requirements set forth in the Private Placement Memorandum; and

(v) that he has such knowledge and experience in financial and business matters that he is capable of evaluating the merits and risks of an investment in the Partnership or that he and his investment advisor or purchaser representative has such knowledge and experience in financial and business matters that it is capable of evaluating the merits and risks of an investment in the Partnership.

4. The effective date of this transfer and assignment shall be the date hereinbelow written.

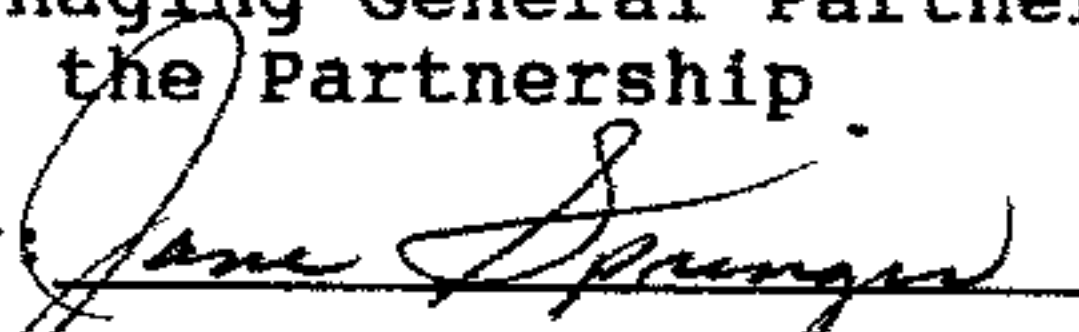
IN WITNESS WHEREOF, the parties have executed this instrument as of JAN. 5TH, 1993.

ASSIGNOR:


Richard C. Carroll

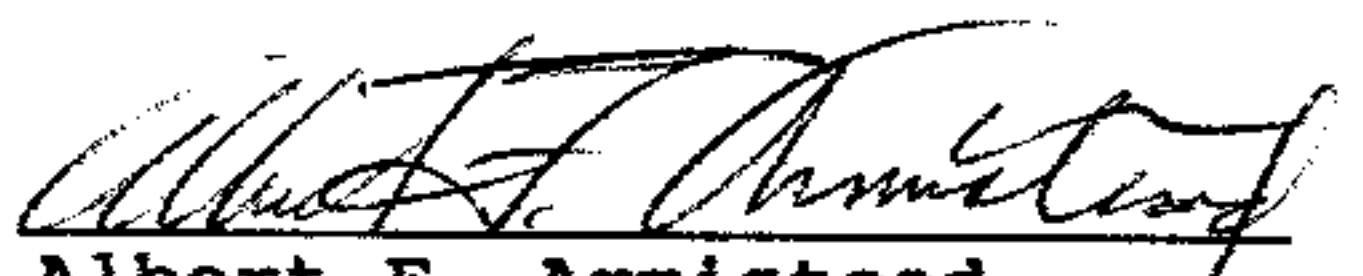
Transfer Approved:

Das A. Borden & Company
Managing General Partner
of the Partnership.

By: 

Title: Vice President & Chief
Operating Officer

ASSIGNEE:


Albert F. Armistead

Inst # 1993-02089

01/22/1993-02089
08:33 AM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
006 MCD 19.00