

Original

This instrument was prepared by
Paul J. Spina, III
Duell & Spina, P.C.
One Independence Plaza, Suite 600
Birmingham, AL 35209

STATE OF ALABAMA)

JEFFERSON COUNTY)

THIRD AMENDMENT TO
CERTIFICATE AND AGREEMENT OF LIMITED PARTNERSHIP
OF CAPITOL MINI-STORAGE, LTD.

THIS THIRD AMENDMENT to the Certificate and Agreement of Limited Partnership of CAPITOL MINI-STORAGE, LTD., made and entered into this 1st day of January, 1993, by and between JACK FIORELLA, III, an individual, ("Fiorella"), and PAUL J. SPINA, JR. ("Spina"), as the General Partners (the "General Partners"), and Spina (a "Withdrawing Limited Partner") and FIORELLA FAMILY PARTNERSHIP, LTD. and MARTIN B. STRINGFELLOW (a "Withdrawing Limited Partner") as Limited Partners of CAPITOL MINI-STORAGE, LTD. (the "Limited Partnership") and BUCK, LTD. (a "Substituted Limited Partner"), THE MARTIN AND DEBRA STRINGFELLOW TRUST DATED JULY 3, 1991, (a "Substituted Limited Partner") as follows:

WITNESSETH:

WHEREAS, the Limited Partnership Agreement of the Limited Partnership was filed in the Office of the Judge of Probate of Jefferson County, Alabama, on December 21, 1987, in Book 3303, at Page 719; and

WHEREAS, the First Amendment to the Limited Partnership Agreement was filed in the Office of the Judge of Probate of Jefferson County, Alabama, on November 22, 1988; and

WHEREAS, the Second Amendment to the Certificate of Limited Partnership was filed in the Office of the Judge of Probate of Jefferson County, Alabama, on May 1, 1992; and

WHEREAS, the parties hereto now desire to further amend the Limited Partnership Agreement to reflect the conversion of Spina's interests in the Limited Partnership to a 1% interest as a General Partner and a 19% interest as a Limited Partner, to reflect the withdrawal of Spina as a Limited Partner of the Limited Partnership, and to provide for the admission of the Substituted Limited Partner as Limited Partner of the Limited Partnership, in substitution for the withdrawing Limited Partner.

06/14/1993-17253
02:53 PM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
005 MCD 16.50

WHEREAS, the parties hereto further now desire to further amend the Limited Partnership Agreement to reflect the withdrawal of Martin Stringfellow as Limited Partner of Limited Partnership and to provide for the admission of the "Martin and Debra Stringfellow Trust dated July 3, 1991", the Substituted Limited Partner as a Limited Partner of the Limited Partnership in substitution for Stringfellow, the Withdrawing Limited Partner.

NOW THEREFORE, in consideration of the foregoing premises and covenants and for other good and valuable considerations, it is agreed as follows:

1. The parties hereto agree that the General Partner and Limited Partner interests of Spina shall be amended by converting 9% as a General Partner interest to a Limited Partner interest, and the ownership of the Limited Partnership shall be as follows:

	<u>Current Interest</u>		<u>New Interest</u>	
	<u>General</u>	<u>Limited</u>	<u>General</u>	<u>Limited</u>
Spina	10%	10%	1%	19%
Fiorella	1%	0%	1%	0%
Martin	0%	20%	0%	20%
Stringfellow				
Fiorella Family	0%	59%	0%	59%
Partnership, Ltd.				

2. Pursuant to Sections 12, 13 and 16 of the Limited Partnership Agreement, Spina has assigned his 19% Limited Partnership interest in the Limited Partnership to Buck, Ltd., a Substituted Limited Partner and he hereby withdraws from the Limited Partnership as a Limited Partner, and is hereby added as Limited Partner of the Limited Partnership, in substitution for the Withdrawing Limited Partner.

3. Pursuant to Sections 12, 13 and 16 of the Limited Partnership Agreement, Stringfellow has assigned his 20% Limited Partnership interest in the Limited Partnership to "The Martin and Debra Stringfellow Trust Dated July 3, 1991", a Substituted Limited Partner and he hereby withdraws from the Limited Partnership as a Limited Partner, and "The Martin and Debra Stringfellow Trust Dated July 3, 1991" is hereby added as Limited Partner of the Limited Partnership, in substitution for the Withdrawing Limited Partner.

4. Section 6 of the Limited Partnership Agreement is hereby deleted in its entirety and there is substituted in lieu thereof the following:

6.1 General Partners. The names and addresses of the General Partners are:

Jack Fiorella, III
Two Riverchase Office Plaza
Suite 206
Birmingham, AL 35244

Paul J. Spina, Jr.
Two Riverchase Office Plaza
Suite 206
Birmingham, AL 35244

6.2 Limited Partners. The names and addresses of the Limited Partners are:

Buck, Ltd.
Two Riverchase Office Plaza
Suite 206
Birmingham, AL 35244

Martin and Debra Stringfellow Trust
Dated July 3, 1991
5401 Kirkman Road, Suite 790
Orlando, Florida, 32819

Fiorella Family Partnership, Ltd.
Suite 444, McAdory Building
2013 First Avenue North
Birmingham, Alabama 35203

5. Section 11 of the Limited Partnership Agreement is hereby deleted in its entirety and there is substituted in lieu thereof the following:

11. Allocations and Distributions.

11.1 Allocations of Profits and Losses. 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. The profits and losses shall be shared by the Partners as herein specified without regard to the amounts in their respective Capital Accounts. Except as provided in Section 11.2 below, the Partners agree that each Partner's distributive share of any Partnership item of income, gain, loss, deduction, credit or allowance for any Partnership accounting period shall be made in accordance with the following allocations, and the amounts so allocated shall be debited or credited to their respective Capital Accounts:

General Partners:


<u>Name</u>	<u>Percentage</u>
Paul J. Spina, Jr.	1%
Jack Fiorella, III	1%

Limited Partners:

<u>Name</u>	<u>Percentage</u>
Martin and Debra Stringfellow Trust Dated July 3, 1991	20%
Fiorella Family Partner- ship, Ltd.	59%
Buck, Ltd.	19%

6. The parties hereto further agree that all covenants, terms and conditions of the Limited Partnership Agreement dated December 21, 1987, as amended, not modified or amended by this amendment, are hereby ratified and confirmed.

IN WITNESS WHEREOF, the undersigned have executed this Third Amendment on this 15th day of APRIL, 1993.



Paul J. Spina, Jr.
GENERAL PARTNER



Jack Fiorella, III
GENERAL PARTNER



Martin B. Stringfellow
WITHDRAWING LIMITED PARTNER

FIGRELLA FAMILY PARTNERSHIP, LTD.

By 


Jack Fiorella, III
Its General Partner

BUCK, LTD.

By 

Paul J. Spina, Jr.
Its General Partner

SUBSTITUTED LIMITED PARTNER


Paul J. Spina Jr.
Withdrawing Limited Partner

MARTIN AND DEBRA STRINGFELLOW TRUST
DATED JULY 3, 1991

By 
Its TRUSTEE
Substituted Limited Partner

Inst. # 1993-17253

5
06/14/1993-17253
02:53 PM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
005 MCD 16.50