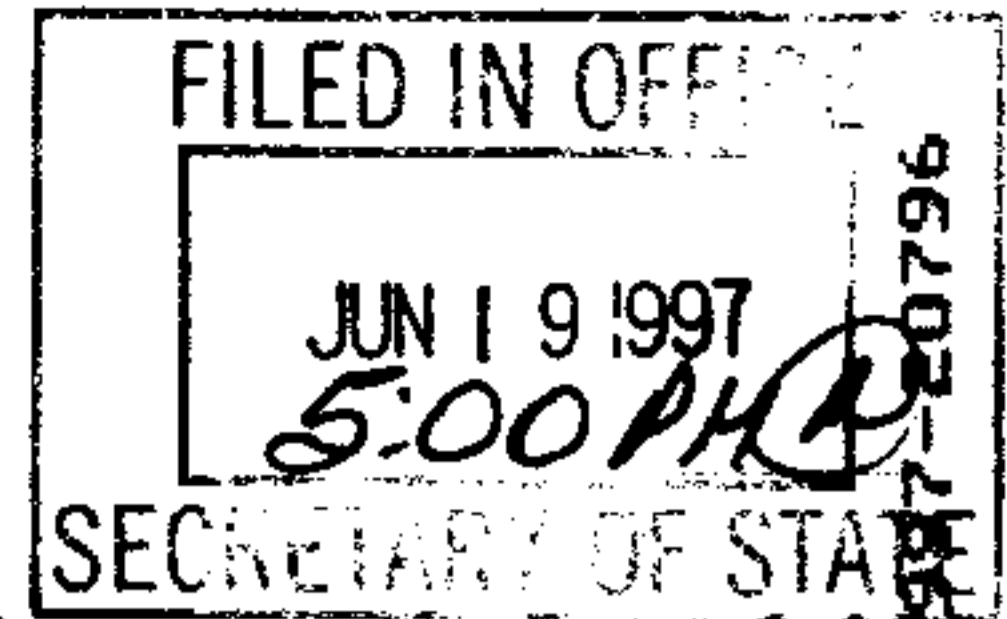


ARTICLES OF MERGER
OF
CLAYTON-BAILEY PROPERTIES PARTNERSHIP
INTO

CLAYTON-BAILEY PROPERTIES, L.L.C.



Inst # 1997-20796

Pursuant to the provisions of Code of Alabama (1975), §10-12-55 (Supp. 1993), CLAYTON-BAILEY PROPERTIES PARTNERSHIP, an Alabama general partnership, (hereinafter referred to as the "Partnership") and CLAYTON-BAILEY PROPERTIES, L.L.C., an Alabama limited liability company (hereinafter sometimes referred to as the "LLC") hereby adopt the following Articles of Merger:

1. Name, Jurisdiction and Formation Date of Merging Entities. Clayton-Bailey Properties Partnership, an Alabama general partnership, was formed on November 18, 1985. Clayton-Bailey Properties, L.L.C., an Alabama limited liability company, was formed on June 18, 1997.
2. Approval and Execution of Agreement of Merger. An Agreement of Merger, dated June 12, 1997 (the "Agreement of Merger"), has been approved and executed by the Partnership and the LLC.
3. Surviving Entity. Clayton-Bailey Properties, L.L.C. shall be the surviving entity.
4. Effective Date. The merger shall be effective upon the date of filing these Articles of Merger.
5. Agreement of Merger on File. A copy of the Agreement of Merger is on file at the place of business of the LLC maintained at 2120 Aaron Road, Helena, Alabama 35080.
6. Available Copy of Agreement of Merger. A copy of the Agreement of Merger will be furnished by the LLC, on request and without cost, to any member of the LLC or any partner of the Partnership.

[Signatures on following page]

07/02/1997-20796
03:16 PM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
006 MCD 25.00

IN WITNESS WHEREOF, these Articles of Merger have been executed by and for the Partnership and the LLC by and through duly authorized representatives of each entity on this the 12th day of June, 1997.

ATTEST:

CLAYTON-BAILEY PROPERTIES PARTNERSHIP

By: Barbara Barker By: [Signature]
Its General Partner

By: Mary Dunneau By: [Signature]
Its General Partner

By: Daniel Logan By: [Signature]
Its General Partner

CLAYTON-BAILEY PROPERTIES, L.L.C.

By: Barbara Barker By: [Signature]
Its Member

By: Mary Dunneau By: [Signature]
Its Member

By: Daniel Logan By: [Signature]
Its Member

STATE OF ALABAMA)

SHELBY COUNTY)

I, the undersigned authority, a Notary Public in and for said County, in said State, hereby certify that WARREN BAILEY, NEIL BAILEY, and LARRY CLAYTON, who, being by me first duly sworn, declared that they are duly authorized representatives of Clayton-Bailey Properties Partnership, an Alabama general partnership, that they signed the foregoing document as duly authorized representatives of the partnership and that the statements therein contained are true.

Given under my hand this 11th day of June, 1997.

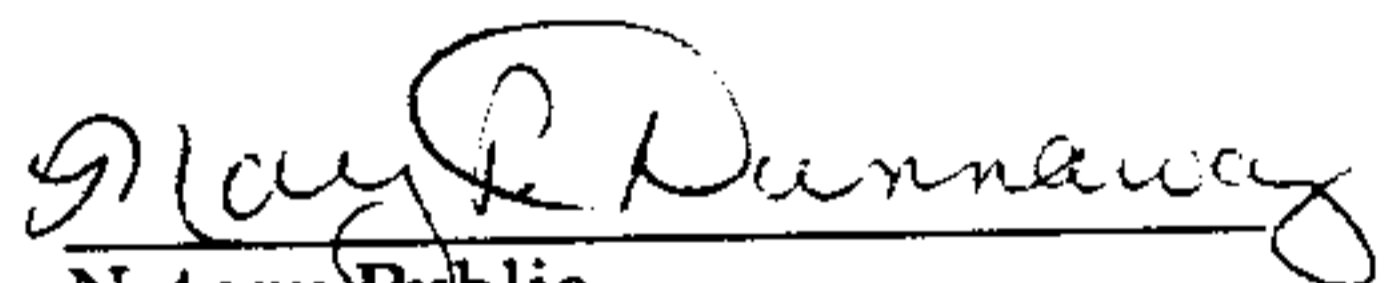

Notary Public
My Commission Expires: 11-20-99

STATE OF ALABAMA)

SHELBY COUNTY)

I, the undersigned authority, a Notary Public in and for said County, in said State, hereby certify that WARREN BAILEY, NEIL BAILEY, and LARRY CLAYTON, who, being by me first duly sworn, declared that they are duly authorized representatives of Clayton-Bailey Properties, L.L.C., an Alabama limited liability company, that they signed the foregoing document as duly authorized representatives of the limited liability company and that the statements therein contained are true.

Given under my hand this 11th day of June, 1997.


Notary Public
My Commission Expires: 11-20-99

**AGREEMENT OF MERGER
AMONG
CLAYTON-BAILEY PROPERTIES PARTNERSHIP
AND
CLAYTON-BAILEY PROPERTIES, L.L.C.**

AGREEMENT made this 12th day of June, 1997, by and among CLAYTON-BAILEY PROPERTIES PARTNERSHIP, an Alabama general partnership (hereinafter referred to as the "Partnership") and CLAYTON-BAILEY PROPERTIES, L.L.C., an Alabama limited liability company (hereinafter referred to as the "LLC").

W I T N E S S E T H:

WHEREAS, in accordance with the provisions of Section 10-12-54 of the Code of Alabama (Supp. 1993), the parties have agreed to merge the Partnership with and into the LLC; and

WHEREAS, the parties have agreed that the Partnership shall be merged into the LLC upon the terms contained in this Agreement of Merger.

NOW, THEREFORE, in consideration of the premises and the mutual covenants hereinafter set forth, the parties hereby agree as follows:

1. Merger. The parties hereby agree that upon the date of filing the Articles of Merger (the "Effective Date"), which each of the parties has executed as of the date hereof, a copy of which is attached hereto as Exhibit A and incorporated by reference herein (the "Articles of Merger"), the Partnership shall merge with and into the LLC.
2. Surviving Entity. The LLC shall survive the merger herein contemplated and the existence of the Partnership shall forthwith terminate on the Effective Date.
3. Vesting of Rights, Privileges, Powers and Property of Partnership. On and after the Effective Date, (a) all the rights, privileges and powers of the LLC and the Partnership; (b) all property (real, personal, and mixed) of the Partnership; (c) all debts owed or due to the Partnership; and (d) all causes of action and other things belonging to the Partnership shall be vested in the LLC and shall thereafter be the property of the LLC to the same extent as they belonged to, were due to or were owned by the Partnership. The title to any real property, or the possession of any leasehold interests in any real property, vested by deed, contract or otherwise in the Partnership, shall not revert or be in any way impaired by the merger of the Partnership.
4. Attachment of Debts, Liabilities and Duties of Partnership. On and after the Effective Date, (a) all rights of creditors of the Partnership and all liens upon any property of the Partnership shall be preserved unimpaired and (b) all debts, liabilities

and duties of the Partnership shall attach to the LLC and may be enforced against the LLC to the same extent as if such debts, liabilities and duties had been incurred or contracted by the LLC.

5. Book Entries. The merger contemplated hereby shall be treated as a pooling of interests of the Partnership. As of the Effective Date, the assets, liabilities, reserves and accounts of the Partnership shall be taken upon the books of the LLC at the amounts at which they, respectively, shall then be carried on the books of such Partnership, subject to such adjustments as may be deemed appropriate by the members of the LLC or in accordance with generally accepted accounting principles.

6. Further Assurances of Title. If, at any time at or following the Effective Date, the LLC shall determine or be advised that any further acknowledgements, assignments, assurances in law or other similar actions are necessary or desirable in order to acknowledge, vest, perfect or confirm upon record or otherwise in the LLC any right, title or interest in any property or rights of the Partnership held immediately prior to the Effective Date, the LLC, and its members or managers, and the Partnership, and the partners thereof, shall execute and deliver all such proper acknowledgements, deeds, assignments or assurances in law and do all things necessary or proper to acknowledge, vest, perfect or confirm title to such property or rights in the LLC as shall be necessary to carry out the purposes and provisions of this Agreement.

7. Survival of Rights. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective heirs, legatees, executors, administrators, successors and permitted assigns.

8. Headings. The headings of the Paragraphs of this Agreement are inserted for convenience of reference only, shall not be construed as part of this Agreement, and shall in no way be construed as defining, limiting or affecting the scope or intent of the provisions of this Agreement.

9. Governing Law. This Agreement shall be governed by, construed and enforced in accordance with, the laws of the State of Alabama.

10. Entire Agreement. This Agreement constitutes the entire agreement and understanding between the parties with respect to the subject matter hereof and supersedes all prior agreements and understandings relating to the subject matter hereof, and there are no agreements, understandings, warranties or representations between the parties hereto other than those set forth herein.

IN WITNESS WHEREOF, this Agreement of Merger has been executed by and for the Partnership and the LLC by and through a duly authorized representative of each entity on this the 12th day of June, 1997.

ATTEST:

CLAYTON-BAILEY PROPERTIES PARTNERSHIP

By: Barbara Barker By: Warren Bailey
Its General Partner

By: Mary Dunneau By: Phil Bailey
Its General Partner

By: Daniel Hogan By: Larry O'Neil
Its General Partner

CLAYTON-BAILEY PROPERTIES, L.L.C.

By: Barbara Barker By: Warren Bailey
Its Member

By: Mary Dunneau By: Phil Bailey
Its Member

By: Daniel Hogan By: Larry O'Neil
Its Member

Inst # 1997-20796

07/02/1997-20796
03:16 PM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
006 MCD 25.00

Secretary of State
State of Alabama

I hereby certify that this is a
true and complete copy of the
document filed in this office
on June 19, 1997

DATE June 19, 1997
John B. Bunn
Secretary of State