

THIS DOCUMENT PREPARED BY:
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**CERTIFICATE AND AGREEMENT OF
THE METROCK HELENA PROPERTIES, L.L.P.**

STATE OF ALABAMA)
COUNTY OF SHELBY)

The undersigned, desiring to form a limited partnership pursuant to the laws of the State of Alabama, certify as follows:

On December 2, 1999, **METROCK PROPERTIES, L.L.C.** and **JOHN M. METROCK**, of Montevallo, Alabama, and **CONNIE K. METROCK**, of Montevallo, Alabama, entered into the following Limited Partnership agreement:

RECITALS:

- A. The Partners all desire to enter into an agreement (the "Agreement") to establish a Limited Partnership ("the Partnership") under the Alabama Limited Partnership Act of 1983, as amended;
- B. The Partners desire that the Partnership transact certain business and make certain investments, and that they all share in the risks, benefits, profits and losses of these businesses and investments;
- C. The Partners desire that METROCK PROPERTIES, L.L.C. be the General Partner and that all of the other Partners be Limited Partners.

Inst # 1999-49106
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SHELBY COUNTY JUDGE OF PROBATE
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AGREEMENTS:

SECTION 1 - DEFINITIONS

1.1. **Agreement**. The "Agreement" is the Certificate and Agreement of The Metrock Helena Properties, L.L.P., as amended from time to time. The Agreement shall include Schedule A, as it may be amended from time to time.

1.2. **Certificate**. The "Certificate" is the Certificate and Agreement of The Metrock Helena Properties, L.L.P., as may be amended from time to time.

1.3. **General Partner(s)**. The "General Partner" shall refer to Metrock Properties, L.L.C. and/or any successor General Partner.

1.4. **Limited Partner**. A "Limited Partner" and the "Limited Partners" shall refer to one (1) or more of the persons whose names are listed on Schedule A to the Agreement as being Limited Partners, as Schedule A is amended from time to time.

1.5. **Partners**. The "Partners" or a "Partner," when used without the words "General" or "Limited," shall refer to both the General and Limited Partners.

1.6. **Partnership**. The "Partnership" is The Metrock Helena Properties, L.L.P.

1.7. **Partnership Capital**. The "Partnership Capital" is the total of the Partners' capital contributions.

1.8. **Partnership Interests**. The "Partnership Interests" are the relative interests of the individual Partners in the Partnership, as indicated on Schedule A, as Schedule A is amended from time to time.

1.9. **Transfer**. A "Transfer" of a Partnership Interest includes any sale, pledging, encumbering, giving, bequeathing, or other transferring or disposing of, or permitting to be sold,

encumbered, attached, or otherwise disposed of or have ownership changed in any manner, whether voluntarily, involuntarily, or by operation of law.

SECTION 2 - NAME

The Partnership's name is The Metrock Helena Properties, L.L.P.

SECTION 3 - PLACE OF BUSINESS AND REGISTERED AGENT

3.1. Place of Business. The Partnership's principal place of business is at 5268 Highway 22, P.O. Box 36, Montevallo, 35115. The General Partner may from time to time change the Partnership's principal place of business to another location and add additional places of business.

3.2. Registered Agents. John M. Metrock and Connie K. Metrock residents of Alabama, shall be the Partnership's registered agents. The registered agents' business address is and shall be 5268 Highway 22, P.O. Box 36, Montevallo, Alabama, 35115.

SECTION 4 - BUSINESS

The Partnership's purpose is buying, owning, developing, leasing, managing, and selling of such real property, securities, or other assets as the General Partner may determine on behalf of the Partnership, or as may be contributed to the Partnership by any of the Partners, and the conduct of any other business as determined by the General Partner and which shall be legal for a Limited Partnership to conduct in the State of Alabama.

SECTION 5 - TERM

5.1. Initial Term. The Partnership begins on the date of this Agreement and ends on December 31, 2050, unless terminated earlier as may be hereinafter provided or by operation of law.

5.2. Extension. The Partnership may be continued beyond its scheduled termination date by an affirmative vote of the Partners holding a majority of the Partnership Interests.

However, at any time after the scheduled termination date, any Limited Partner may withdraw his or her capital account by written request to the General Partner(s), who shall cause the Partnership to distribute such capital account within thirty (30) calendar days of the receipt of such written request.

SECTION 6 - CAPITAL AND CAPITAL ACCOUNTS

6.1. **Each Partner's Share.** Each Partner's initial capital contributions, made in cash or property valued for this purpose at its fair market value on the date of such contribution, is indicated on Schedule A. Such initial capital contributions, along with any subsequent capital contributions, shall be maintained in a "Capital Account" for each Partner in strict accordance with the Regulations promulgated under Internal Revenue Code § 704(b)(2). Notwithstanding any provision of law, no Partner shall be entitled to withdraw or obtain a return of all or any part of its, his or her capital contribution held in its Capital Account other than as expressly provided in this Agreement. It is the intent of the Partners that, unless expressly stated otherwise in a writing furnished to all the Partners by the Partnership, no distribution, or any part of a distribution, made to any Partner pursuant to this Agreement shall be deemed a return or withdrawal of capital.

6.2. **Additions.** The General Partner may request additional capital contributions from all Partners in proportion to their initial capital contributions if the General Partner determines that the Partnership's capital is insufficient to meet the reasonable needs of its business. If any Partner refuses or fails to make such a required contribution of additional capital, the General Partner and any other Partner may lend any necessary additional sums to the Partnership, or the General Partner may borrow such additional sums from whatever sources it deems appropriate, and may pledge the Partnership assets to secure such loans. Any such loans to the Partnership shall bear a reasonable rate of interest, as determined by the General Partner, but otherwise, no Partner shall receive interest on its, his or her Partnership Interest. This provision is not for the

benefit of any creditors of the Partnership and no such creditors may obtain any right under this provision to make any claim with respect to the capital of or to contributions by any Partner.

6.3. Adjustments. Each Partner's capital account shall be adjusted whenever necessary to reflect (i) its, his or her distributive share of Partnership profits and losses, including capital gains and losses, (ii) contributions made to the Partnership by the Partner, and (iii) distributions made by the Partnership to the Partner. A Partner's loans to the Partnership shall not be added to its, his or her capital account.

6.4. No Interest Paid. No Partner shall receive any interest on its, his or her capital contributions, Capital Account, or Partnership Interest.

6.5. Negative Capital Accounts. Any Partner who has a negative capital account shall contribute from separate funds or from such Partner's share of Partnership distributions, such additional amounts to the Partnership's capital as are required to bring its, his, or her capital account to a positive balance.

6.6. Capital Account Less Than Liquidation Amount. If the capital account of any General or Limited Partner falls below the liquidation amount for such Partner's interest, so much of any payments as would otherwise be made to such Partner shall be added to its, his or her capital account until said account balance is equal to the liquidation amount of such Partner's interest.

6.7. No Liability of General Partner. The General Partner shall not be liable for the return of any Partner's capital contributions nor for the return of any Partnership assets.

6.8. Additional General Partner Contributions. If one or more Limited Partner(s) contributes additional capital to the Partnership, the General Partner shall be obligated to contribute an additional amount of capital to the Partnership so that the General Partner's percentage interest in the Partnership equals or exceeds at least one percent (1%).

SECTION 7 - PROFITS AND LOSSES

7.1. Profits and Losses.

A. The Partnership's net profits and losses shall be as determined by the General Partner and as computed in accordance with generally accepted accounting principles, consistently applied. The Partnership's net profits and losses, and every item of income, deduction, gain, loss, and credit therein, shall be allocated proportionately among the Partners according to their interests in the Partnership (Schedule A). However, any Partnership net losses which cannot be allocated to one or more of the Partners without creating a negative capital account shall be allocated to the remaining Partners in proportion to their capital accounts until all Partners have a capital account of zero. Net losses allocated when all Partners have a capital account of zero shall be allocated proportionately among the Partners according to their interests in the Partnership.

Notwithstanding any other provision of this section, income, gain, loss, and deductions with respect to property contributed to the Partnership by a Partner shall be shared among the Partners so as to take account of any variation between the basis of the property so contributed and its fair market value at the time of contribution, in accordance with any applicable United States of America Department of the Treasury regulations.

B. The Partnership shall distribute at least annually to the Partners so much of its profits as are not, in the sole opinion of the General Partner, necessary for the conduct of the Partnership's business, after setting aside such amounts as the General Partner deems necessary, in its sole opinion, to create adequate reserves for future capital needs.

7.2. **Assignment or Death.** In the event of an assignment of a Partnership Interest or of a Partner's death, retirement, or expulsion, profits and losses shall be allocated on the basis of the number of days in the particular year during which such Partner owned its, his or her

Partnership interest, or on any other reasonable basis consistent with applicable United States of America tax laws and regulations.

SECTION 8 - LIABILITY, MANAGEMENT AND OPERATIONS

8.1. **Limited Partners.** No Limited Partner shall be liable for the expenses, debts, liabilities, contracts, or other obligations of the Partnership beyond the amount agreed to be contributed by them to the capital of the Partnership pursuant to this Agreement and such Partners' Partnership Interests, and the Partners shall not be responsible for any losses of any other Partner. The Limited Partners (other than a Limited Partner who is also a General Partner) shall take no part in and have no vote respecting the Partnership's management and operations and shall have no right or authority to act for or bind the Partnership in any manner whatsoever.

8.2. **Status of Partnership Interests.** The Partnership Interests owned by the General and the Limited Partners shall be fully paid and non-assessable. Neither the General Partner nor any of the Limited Partners shall have the right to withdraw or reduce their contributions to the capital of the Partnership or other capital/equity interests except as a result of the dissolution of the Partnership or as otherwise provided by this Agreement and/or in accordance with law. Neither the General Partner nor any of the Limited Partners shall have the right to demand or receive property other than cash in return for their contributions or as to profits and losses or distributions.

8.3. **General Partner(s).** The General Partner has the full and exclusive power on the Partnership's behalf, in its name, to manage, control, administer and operate its business and affairs and to do or cause to be done anything it deems necessary or appropriate for the Partnership's business, including (but not limited to) the power and authority to: (1) sell real or personal property to any person, giving any warranties or assurances deemed appropriate; (2) buy, lease, or otherwise acquire real or personal property to carry on and conduct the

Partnership's business; (3) borrow money for the Partnership's business; (4) issue promissory notes and other debt instruments (negotiable or nonnegotiable), in any amounts and secured by any encumbrance on all or any part of the Partnership's assets; (5) assign any debts owing to the Partnership; (6) engage in any other means of financing; (7) enter into any agreement for sharing of profits and joint venture with any person or entity engaging in any business or venture in which this Partnership may engage; (8) manage, administer, conserve, improve, develop, operate, lease, utilize, and defend the Partnership's assets, directly or through third parties; (9) execute any type of agreement or instrument in connection with any other Partnership power; (10) employ all types of agents and employees (including lawyers and accountants) as may seem proper; (11) buy or otherwise obtain the use of any type of equipment or other property that may be convenient or advisable in connection with any Partnership business; (12) incur any reasonable expense for travel, telephone, telegraph, insurance, taxes, and such other things, in carrying on the Partnership's business; (13) sue and be sued, complain and defend in the Partnership's name of and on its behalf; and (14) quitclaim, release or abandon any Partnership assets with or without consideration.

8.4. Compensation. The General Partner shall be entitled to reasonable compensation for its management of the Partnership's business.

8.5. Expenses. All reasonable expenses incurred by the General Partner in managing and conducting the Partnership's business, including (but not limited to) overhead, administrative and travel expenses, and professional, technical, administrative, and other services, will be reimbursed by the Partnership.

8.6. Tax Matters Partner. The General Partner shall also be the Tax Matters Partner and, as such, shall be solely responsible for representing the Partnership in all dealings with the Internal Revenue Service and any state, local, and foreign tax authorities, but the General Partner

shall keep the other Partners reasonably informed of any Partnership dealings with any tax agency.

SECTION 9 - BOOKS AND RECORDS

9.1. **General.** The Partnership's books and records will be kept on the cash method of accounting and in accordance with generally accepted accounting principles, consistently applied, and shall reflect all Partnership transactions and be appropriate and adequate for all Partnership business. The Partnership books shall be kept on a fiscal year ending December 31. The Partnership's records shall be maintained at 5268 Highway 22, P. O. Box 36, Montevallo, Alabama, 35115.

9.2. **Financial Statements.** Within a reasonable period after the close of each fiscal year, the General Partner, at the Partnership's expense, will give a written report to each other Partner indicating such Partner's share of the Partnership income, which requirement may be satisfied by giving each Partner a copy of any tax form which includes such information.

SECTION 10 - BANKING

All Partnership funds will be deposited in its name in such accounts as the General Partner designates. The General Partner can authorize other persons to draw checks on Partnership bank accounts, but such authority must be in writing and one (1) or more of the Partners may require that such persons be bonded. Each bank in which a Partnership account is maintained is relieved of any responsibility to inquire into the Partners' authority to deal with such funds, and absolved of all liability with respect to withdrawals from such Partnership accounts by any person duly authorized by the General Partner.

SECTION 11 - TAX ELECTIONS

No election shall be made to exclude the Partnership from the application of the provisions of Subchapter K of the United States Internal Revenue Code ("the Code") or from any similar

provisions of state tax laws. If a Partnership Interest is transferred, a Partner dies, or Partnership assets are distributed to a Partner, the General Partner may, in its discretion, cause the Partnership to elect to cause the basis of the Partnership's assets to be adjusted for federal income tax purposes, under Sections 734 and 743 of the Code.

SECTION 12 - TRANSFER OF PARTNERSHIP INTERESTS

12.1. **Family Transfers.** Subject to the provisions of this Section 12, any Partner may make an inter vivos transfer of all or part of his or her Partnership Interests to any member of his or her family (as defined below) or to another Partner or subject to Section 12.2 below. Additionally, any Partner may make a testamentary or intestate transfer of his or her Partnership Interest to any member of his or her family (as defined below). However, in all such cases any transferee must agree in writing to assume all of the obligations and undertakings of the transferor under the terms of this Agreement and no transfer shall be valid unless and until the transferor and transferee execute and deliver an instrument evidencing such agreement to the General Partner. "Member of his or her family" includes only John M. Metrock, Connie K. Metrock or either of their lineal descendants, or any trust or corporation in which the Partner is the majority beneficial owner if John M. Metrock, Connie K. Metrock, or either of their lineal descendants are the sole beneficiaries thereof; or, in the case of a Limited Partner which is a trust or estate, any beneficiary provided such beneficiary is John M. Metrock, Connie K. Metrock, or either of their lineal descendants.

12.2. **Bona Fide Offer.** Except as permitted in Section 12.1 and subject to the other limitations of this Section 12, (including but not limited to, Section 12.5 below, which Section 12.5 shall control and override any contradictory other provisions of this Section 12), the interest of any Partner shall not be transferred except pursuant to a "bona fide offer." In the event of a bona fide offer, the transferring Partner shall, not less than sixty (60) calendar days prior to the transfer,

serve written notice to the other Partners of its, his or her intention to so transfer its, his or her interest. The assignee may be substituted, as herein provided, in place of the assigning Partner upon the payment of a fee equal to the costs of preparation, execution and recording all pertinent documents. This right of transfer shall also be subject to the following additional conditions:

A. One or more of the remaining Partners shall have the right to purchase all, but not less than all, of such offered interest. This right may be exercised by the remaining Partners by the service upon the transferring Partner of written notice within thirty (30) calendar days after the receipt of the written notice of intention to sell. Such right may be exercised in the same proportions as the Partnership Interests of all remaining Partners. Any portion of the interest offered upon which there has not been an exercise in writing of the right to purchase may then be purchased by one or more of those Partners who exercised their right of purchase within thirty (30) calendar days as provided for above. This secondary right of purchase may be exercised within thirty (30) calendar days after expiration of the first thirty (30) day period by the service of written notice upon the selling Partner, who shall be required to honor such notices of exercise in full in the order received. If less than all the offered Partnership Interest is purchased under this paragraph, the transferring Partner may complete the transfer only with regard to the unpurchased interest and only pursuant to the bona fide offer, and if such transfer is not completed within thirty (30) calendar days after expiration of the last exercise period hereunder, any attempted transfer thereafter will be deemed pursuant to a new offer and this Section shall again apply.

B. Where the Partners are notified in writing of a bona fide offer received by the transferring Partner, the Partners may exercise their right to purchase at a price proportionately equal to, and on the same terms contained in the bona fide offer, except as provided herein. If the offer contains no terms of payment, the purchase price shall be paid by giving the transferring Partner an unsecured negotiable promissory note bearing interest at the

lowest prime interest rate charged on the date on which the said sixty (60) day period expired, by the bank with which the Partnership has a bank account. Said promissory note shall provide for twenty (20) equal quarterly payments, beginning on the expiration date of the last thirty (30) calendar day period. A "bona fide offer" means an offer in writing, signed by the offeror, who must be a person, partnership, or corporation financially capable of carrying out the terms of the offer, in form legally enforceable against the offeror, and binding the offeror to become a Partner and assume all of the obligations and undertakings of the seller in accordance with the terms of this Agreement.

12.3. Condition Precedent to Admission of Substitute Partner. Notwithstanding anything in this Agreement to the contrary, no person to whom a Partnership Interest is properly transferred shall be substituted as a new Partner in place of the transferring Partner until (1) its, he or she has agreed, in a writing delivered and acceptable to the General Partner, to assume all of the obligations and undertakings of the transferor under this Agreement; (2) its, he or she has paid to the General Partner a fee equal to the costs of preparing, executing and recording all pertinent documents; and (3) the transferee shall have been approved in writing by the General Partner.

12.4. Limitations on Transfer. Notwithstanding anything in this Agreement to the contrary, no transfer or assignment of any Partnership Interest may be made if such transfer or assignment, together with all other transfers and assignments of Partnership Interests within the preceding twelve (12) months would, in the opinion of counsel for the Partnership, result in a termination of the Partnership for purposes of Internal Revenue Code § 708, or any comparable provision then in effect. No transfer or assignment of any Partnership Interest may be made if, in the opinion of counsel for the Partnership, such transfer or assignment would violate the Securities Act of 1933, as amended, or applicable state securities or Blue Sky laws or any other applicable provision of law in any respect, or if, in the opinion of such counsel, such transfer and

assignment would cause the Partnership to be treated as an association taxable as a corporation rather than as a partnership subject to the provisions of Subchapter K of the Internal Revenue Code, or any comparable provisions then in effect. Nothing contained in this Section 12.4 shall be deemed to require the General Partner to obtain an opinion of counsel concerning the matters covered hereby if, in the good faith judgment of the General Partner, such an opinion is not necessary.

12.5 A. Purchase Rights on Certain Triggering Events. For purposes of this Section 12.5, any of the following shall be considered a "Triggering Event:"

- (i) any event of dissociation involving any Partner pursuant to the Operating Agreement of the General Partner, Metrock Properties, L.L.C.
- (ii) the bankruptcy of a Partner, or if an insolvency petition shall be filed against any Partner, or if a Partner shall make an assignment for the benefit of such Partner's creditors;
- (iii) (except as permitted by Section 12.1), in the case of a Partner who is a natural person, the death of a Partner or the entry of an order of a court of competent jurisdiction adjudicating the Partner incompetent to manage the Partner's personal estate;
- (iv) in the case of a Partner who is acting as a Partner by virtue of being a trustee of a trust, the termination of the trust (but not merely the substitution of a new trustee);
- (v) in the case of a Partner that is a separate organization other than a corporation, the dissolution and commencement of winding up of the separate organization;
- (vi) in the case of a Partner that is a corporation, the filing of a certificate of dissolution, or its equivalent, for the corporation or the revocation of its charter;
- (vii) in the case of an estate, the distribution by the fiduciary of the estate's entire interest in the Partnership; or

(viii) the divorce of any married Partner if such divorce does or can reasonably be expected to result in the transfer or assignment of all or any part of a Partner's interest in this Partnership to the divorcing Partner's spouse, or any other party.

B. Upon The Occurrence Of Any Triggering Event: The Partnership, or the remaining Partners pro-rata based on their Partnership Interests if the Partnership does not exercise its option, shall have the option to purchase the effected Partner's Partnership Interest for a purchase price equal to the value of the Partner's Partnership Interest in the Partnership to be paid within six (6) months of the date of the Triggering Event. Notwithstanding the foregoing, if the Triggering Event is other than as a result of the death or incompetence of the Partner, the Partnership or the Partners may pay the value of the Partner's Partnership Interest over a period not to exceed five (5) years. The value of the Partner's Partnership Interest shall include the amount of any distributions to which the Partner is entitled under this Partnership Agreement and the fair market value of the Partner's Partnership Interest as of the date of the Triggering Event, based upon the Partner's right to share in the distributions from the Partnership and reduced by any damages sustained by the Partnership as a result of the Triggering Event, any actual distributions made to the Partner, and further reduced by such amounts as may be appropriately reflective of discounts for such factors as lack of marketability and minority interests.

SECTION 13 - AMENDMENTS

This Agreement may be amended only with the unanimous written consent of the Partners if the amendment would change their required contributions, their rights and interests in Partnership profits or losses, their rights on liquidation of the Partnership, payment of cash flow, income tax allocations or the requisite vote needed to expel a member. Any other provision of this Agreement may be amended by the unilateral act of the General Partner(s). In addition, the General Partner may amend this Agreement without the written consent of the Limited Partners (a) if the General

Partner is advised by counsel to the Partnership that such amendment is required as a condition to maintaining the status of the Partnership being an association not taxable as a corporation for income tax purposes, or (b) to correct a false statement or error in this Agreement if the correction will not adversely affect the rights and interests of the Limited Partners nor decrease the obligations and duties of the General Partner. The General Partner shall, within thirty (30) days of the making of any amendment to this Agreement, file or cause to be filed such amendment in all places where such filing is necessary or desirable to protect the interests of the Limited Partners or to comply with any applicable law.

SECTION 14 - ADMISSION AND EXPULSION OF LIMITED PARTNERS

14.1. Admission of New Limited Partners. A person may be admitted as a Limited Partner by the decision of the General Partner, provided that the new Limited Partner consents in writing in a form satisfactory to the General Partner, in its sole discretion, to be bound by this Agreement.

14.2. Expulsion of Limited Partners. Any Limited Partner may be expelled from the Partnership on the decision of the General Partner. Upon the expulsion of any Partner, the Partnership shall be required to pay to such Partner an amount equal to the fair market value of such expelled Partner's Partnership interest. The fair market value of such expelled Partner's Partnership interest shall be determined by an independent appraisal performed by the Certified Public Accountant regularly employed to prepare the tax returns of the Partnership or, if either there be no such Certified Public Accountant or such Certified Public Accountant be unacceptable to the expelled Partner (as indicated by such expelled Partner's written protest delivered to the General Partner within five days of such expelled Partner's knowledge of his or her expulsion), by another Certified Public Accountant selected by the General Partner, whose decision in this matter shall be conclusive.

SECTION 15 - WITHDRAWAL OF A LIMITED PARTNER

If the laws of the State of Alabama, as amended from time to time, would permit a Limited Partner to withdraw from the Partnership, such withdrawal shall be permitted at such time as the Limited Partner elects in accordance with the laws of the State of Alabama but only after such Limited Partner has fulfilled his or her complete obligation to make its capital contributions to the Partnership. However, a Limited Partner shall have no right to receive the fair market value of his or her interest in the Partnership upon withdrawing, but shall await the final distribution of the assets of the Partnership in accordance with Section 17 below and shall then receive such assets as the Limited Partner would have received if such Limited Partner had not withdrawn from the Partnership.

SECTION 16 - LIMITED PARTNER'S DEATH, INSANITY, OR INCOMPETENCY

16.1. Death, Insanity or Incompetency. The death or adjudication of insanity or incompetence of a Limited Partner shall not dissolve the Partnership. In such event, the executor or administrator of the estate of the deceased Limited Partner, or the committee, conservator, guardian, or other legal representative of the estate of the insane or incompetent Limited Partner, shall have the same right (subject to the same limitations), and obligations as the deceased, insane or incompetent Limited Partner would have had under the provisions of Section 12 to assign the Limited Partnership interest of the deceased, insane or incompetent Limited Partner and to provide in the instrument of assignment that the assignee, if the General Partner so consents in writing, may become a substituted Limited Partner in accordance with the procedure specified in Section 12.

SECTION 17 - DISSOLUTION

17.1. Causes for Dissolution. The Partnership shall be dissolved upon any of the following events:

A. The withdrawal or adjudication of bankruptcy of a General Partner, or the occurrence of any other event causing dissolution of a Limited Partnership under state law. However, if, within six (6) months from the General Partner's withdrawal, dissolution, or adjudication of bankruptcy, the other Partners elect to continue the Partnership, then: (1) the Partnership will not be dissolved and it will continue under this Agreement; and (2) any remaining General Partner will be the sole General Partner, or if all General Partner(s) have withdrawn, been adjudicated bankrupt, or any other event causing dissolution of a Limited Partnership under state law has occurred with respect to any General Partner(s) then the Limited Partners will elect a new General Partner (and the Agreement and Certificate will be amended); and (3) the Partnership interest of the former General Partner(s) will be converted into a Limited Partnership interest, and such former General Partner(s) (or its trustee in bankruptcy, successors or assigns) will be a Limited Partner.

B. Whenever the General Partner and those of the Limited Partners holding a majority of the Partnership interests of all Limited Partners agree in writing that it be dissolved.

17.2. Upon Dissolution. Upon its dissolution, the Partnership will terminate and immediately commence to wind up its affairs. The Partners shall continue to share in profits and losses during liquidation in the same manner and proportions as they did before dissolution. The Partnership's assets may be sold, if a price deemed reasonable by the majority in interest of the Partners may be obtained. The proceeds from liquidation of Partnership assets shall be applied as follows:

A. First, all of the Partnership's debts and liabilities to persons other than Partners shall be paid and discharged in the order of priority as provided by law;

B. Second, all debts and liabilities to Partners shall be paid and discharged in the order of priority as provided by law; and

C. Third, all remaining assets shall be distributed proportionately among the Partners in the ratios of their respective Partnership interests.

17.3. Gain or Loss. Any gain or loss on the disposition of Partnership properties in the process of liquidation shall be credited or charged to the Partners in proportion to their Partnership interests; provided, however, that gain or loss with respect to property contributed to the Partnership by a Partner shall be shared among the Partners so as to take account of any variation between the basis of the property so contributed and its fair market value at the time of contribution, in accordance with any applicable United States of America, Department of the Treasury regulations. Any property distributed in kind in the liquidation shall be valued and treated as though it were sold and the cash proceeds distributed. The difference between the value of property distributed in kind and its book value shall be treated as a gain or loss on the sale of property, and shall be credited or charged to the Partners accordingly.

17.4. Partnership Assets Sole Source. The Partners shall look solely to the Partnership's assets for the payment of any debts or liabilities owed by the Partnership to the Partners and for the return of their capital contributions and liquidation amounts. If the Partnership property remaining after the payment or discharge of all of its debts and liabilities to persons other than Partners is insufficient to return the Partners' capital contributions, they shall have no recourse therefor against the Partnership or any other Partners, except to the extent that such other Partners may have outstanding debts or obligations owing to the Partnership.

17.5. Winding-Up. The winding up of Partnership affairs and the liquidation and distribution of its assets shall be conducted by the Partners, who are hereby authorized to do any and all acts and things authorized by law in order to effect such liquidation and distribution of the Partnership's assets.

SECTION 18 - DEATH, INCOMPETENCY OR DISSOLUTION OF A LIMITED PARTNER

18.1. Upon the death, bankruptcy, insolvency, or legal incompetency of an individual Limited Partner, such individual shall no longer be a Limited Partner. The legally authorized personal representative of such individual shall become a Limited Partner in his or her place and stead, with all of the rights of a Limited Partner solely for the purpose of settling or managing the estate of such individual, and such representative shall have the same power as such individual possessed to make an assignment or transfer of his or her Partnership Interest in accordance with the terms hereof and to join with such transferee in making application to substitute such transferee as a substituted Limited Partner subject to this Agreement.

18.2. Upon the bankruptcy, insolvency, dissolution or other cessation to exist as a legal entity of any Limited Partner which is not an individual, such entity shall no longer be a Limited Partner. The authorized representative of such entity shall become a Limited Partner in its place and stead, with all of the rights of a Limited Partner solely for the purpose of effecting the orderly winding-up and disposition of the business of such entity, and such representative shall have the same power as such entity possessed to make an assignment or transfer of its Partnership Interest in accordance with the terms hereof and to join with such transferee in making application to substitute such transferee as a substituted Limited Partner subject to this Agreement.

SECTION 19 - POWER OF ATTORNEY

19.1. General. Notwithstanding anything in this Agreement to the contrary, to facilitate the simple operation of the Partnership's business and to avoid frustration of the purposes of the Partnership by the unavailability or non-cooperation of a Limited Partner, each Limited Partner names the General Partner as his or her attorney-in-fact, and gives the General Partner full power and authority, in the place of the Limited Partner, to file and record (1) any amendment to the Certificate, including but not limited to, any amendment which would otherwise require Limited

Partner(s)' consent pursuant to Section 13 above, (2) any documents of any kind required by any state in which the Partnership is doing business, (3) any other documents deemed advisable by the General Partner, (4) any documents required to continue the Partnership, admit additional or substituted Partners, dissolve or terminate the Partnership or any interest in it, (5) any documents required to obtain or settle any loan, and (6) any documents which may be required to transfer any Partnership assets.

19.2. Power Coupled With an Interest. The power of attorney granted under Section 19.1: (1) is a power coupled with an interest; (2) is irrevocable and survives the Limited Partner's incompetency; (3) may be exercised by the General Partner by a facsimile signature or by listing all of the Limited Partners executing the instrument with signatures 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.

SECTION 20 - MISCELLANEOUS

20.1 Taxable Year. The taxable year of the Partnership shall be the calendar year.

20.2. Notices. Any 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 or her 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 20.2. Any Partner may change its, his or her address for all purposes of this Agreement by giving notice in writing, stating its, 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.

20.3. 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.

20.4. 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.

20.5. 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.

20.6. Governing Law. This Agreement is to be construed according to the laws of the State of Alabama.

20.7. 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.

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

20.9. 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 holdings or operations of the Partnership, whether before or after the Partnership's dissolution.

20.10. 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.

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

20.12. 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.

20.13. Personal Property. The interests of each Partner in the Partnership are personal property.

20.14. "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 week-ends.

20.15. 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.

20.16 Indemnification of the General Partner.

A. The General Partner shall not be liable to the Partnership or the Limited Partners for any act or omission performed or omitted by the General Partner in good faith pursuant to the authority granted to the General Partner by the Partnership Agreement, but only for fraud, bad faith, gross negligence, or other similar breach of fiduciary duty. The Partnership shall indemnify the General Partner for any loss or damage incurred by the General Partner on behalf of the Partnership in or in furtherance of the Partnership's interests, except for liability arising out of fraud, bad faith, gross negligence or other similar breach of fiduciary duty. If a claim for

indemnification against liabilities under the Securities Act of 1933 (other than for expenses incurred in a successful defense) is asserted against the Partnership by the General Partner under the Agreement or otherwise, the Partnership will, unless in the opinion of its counsel the matter has been settled by controlling precedent, submit to a court of appropriate jurisdiction the question of whether such indemnification by it is against public policy and will be governed by the final adjudication of such issue.

B. In the event the General Partner pays any debt of the Partnership (other than a debt incurred under circumstances such that the General Partner is not entitled to indemnification under Section 20.17(B) of this Section), the General Partner shall be reimbursed therefor from Partnership assets.

IN WITNESS WHEREOF, the undersigned have executed this Agreement of Partnership on the date written above.

GENERAL PARTNER:
METROCK PROPERTIES, L.L.C.

By: Connie K. Metrock
CONNIE K. METROCK
Its: Managing Member

LIMITED PARTNERS:

John M. Metrock
JOHN M. METROCK, Limited Partner

Connie K. Metrock
CONNIE K. METROCK, Limited Partner

SCHEDULE A

PARTNERS AND PARTNERSHIP INTERESTS

CAPITAL GENERAL PARTNER

Metrock Properties, L.L.C.
5268 Highway 22, P. O. Box 36
Montevallo Alabama, 35117

% PARTNERSHIP CONTRIBUTION

\$1.00

INTEREST

1%

CAPITAL LIMITED PARTNERS

John M. Metrock
5268 Highway 22, P.O. Box 36
Montevallo Alabama, 35117

% PARTNERSHIP CONTRIBUTION

\$49.50

INTEREST

49.5%

Connie K. Metrock
5268 Highway 22, P.O. Box 36
Montevallo Alabama, 35117

\$49.50

49.5%

Inst # 1999-49106

12/06/1999-49106
09:42 AM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE