

STATE OF ALABAMA)

SHELBY COUNTY)

**TENTH AMENDMENT TO
CERTIFICATE AND LIMITED PARTNERSHIP AGREEMENT**

The undersigned, desiring to amend the Certificate and Limited Partnership Agreement (the "Certificate") of CHELSEA FARM PARTNERSHIP, LTD. (the "Partnership"), dated as of July 30, 1993, and as heretofore amended, does hereby make, sign and file the following Tenth Amendment to the Certificate as of January 1, 2002. Unless otherwise indicated, all capitalized terms used herein shall have the meanings ascribed thereto as set forth in the Certificate.

1. The name of the Partnership is Chelsea Farm Partnership, Ltd.
2. The Certificate was filed on August 5, 1993 in the office of the Judge of Probate of Shelby County, Alabama as instrument 1993-23134.
3. On January 1, 2002, Laurence D. Weygand transferred a one percent (1%) limited partnership interest in the Partnership to each of Stacy Weygand Barnett, Christopher B. Barnett and Scott Laurence Weygand. Also on January 1, 2002, Laurence D. Weygand transferred a one quarter percent (¼%) limited partnership interest in the Partnership to each of Louis Raymond Weygand and Michelle K. Weygand.
4. The Certificate is hereby amended by deleting Section 2.02 thereof in its entirety and substituting in lieu thereof the following as new Section 2.02:

Section 2.02 - Partnership Interests

In consideration of their capital contributions, the Partners shall have the following percentage interests in the Partnership (individually a "Percentage Interest" and jointly the "Percentage Interests"):

<u>General Partner</u>	<u>Percentage Ownership</u>
Laurence D. Weygand	1.00%
<u>Limited Partners</u>	
Laurence D. Weygand	63.70%
Stacy Weygand Barnett	16.40%
Christopher B. Barnett	2.00%

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SHELBY COUNTY JUDGE OF PROBATE
002 CH 14.00

inst # 2002-01432

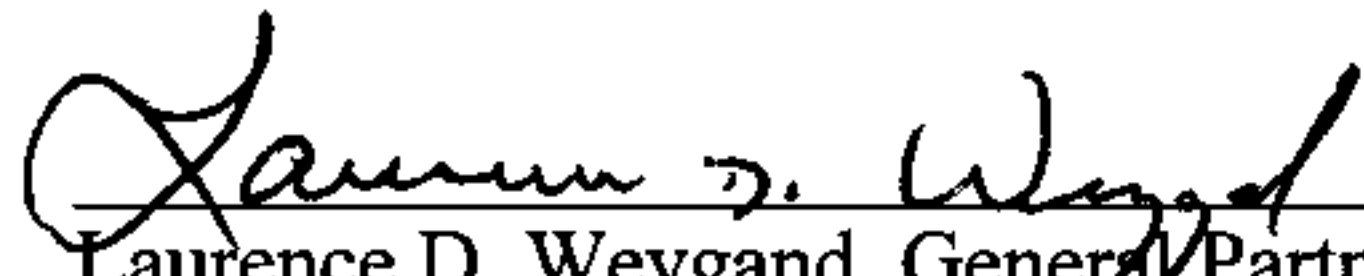
Scott Laurence Weygand	16.40%
Louis Raymond Weygand	.25%
Michelle K. Weygand	<u>.25%</u>
TOTAL	<u>100.00%</u>

5. Pursuant to Alabama Code Section 10-9A-140(3)(b), all of the Partners of the Partnership hereby agree to continue the business of the Partnership without any lapse or termination.

6. The Partners hereby confirm, ratify and approve the terms and provisions of the Certificate, including all previous amendments thereto.

7. Except as otherwise provided herein and to the extent not inconsistent herewith, the terms and conditions of the Certificate are hereby continued, reaffirmed and readopted by all of the Partners without interruption and termination.

IN WITNESS WHEREOF, the undersigned general partner of the Partnership has caused this Tenth Amendment to Certificate and Limited Partnership Agreement to be executed as of the date first written above.


 Laurence D. Weygand, General Partner
 of Chelsea Farm Partnership, Ltd.

Inst # 2002-01432