

**CERTIFICATE AND ARTICLES OF PARTNERSHIP
FOR
WRISKE FAMILY PARTNERSHIP, LTD.**

This Certificate and Articles of Limited Partnership (the "Agreement") is made and entered into as of the 1st day of March, 1997, by and among the undersigned persons (hereinafter sometimes referred to collectively as the "Partners").

WITNESSETH:

WHEREAS, the Partners desire to form a partnership under the Alabama Partnership Act for the purpose of purchasing, holding and otherwise dealing with various types of real property (the "Partnership Property"), and otherwise engaging in business and commerce.

NOW, THEREFORE, in consideration of the above premises and the mutual covenants and undertakings of the Partners, the Partners do hereby agree and bind themselves as follows:

ARTICLE I

Definitions

Act means the Alabama Partnership Act, Code of Alabama, 1975, Sections 10-9A-1 et seq.

Agreement means this Partnership Agreement, as it may be amended, modified, or supplemented from time to time.

Bankruptcy shall be deemed to have occurred with respect to any Partner sixty (60) days after the happening of any of the following: (1) the filing of an application by a Partner for, or a consent to, the appointment of a trustee of the Partner's assets; (2) the filing by a Partner of a voluntary petition in bankruptcy or the filing of a pleading in any court of record admitting in writing the Partner's inability to pay the Partner's debts as they become due; (3) the making by a Partner of a general assignment for the benefit of creditors; (4) the filing by a Partner of an answer admitting the

material allegations of, or consenting to, or defaulting in answering a bankruptcy petition filed against the Partner in any bankruptcy proceeding; or (5) the entry of an order, judgment, or decree by any court of competent jurisdiction adjudicating a Partner a bankrupt or appointing a trustee of a Partner's assets, and that order, judgment, or decree continuing unstayed and in effect for a period of sixty (60) days.

Capital Account means, with respect to each Partner, the account established on the books and records of the Partnership for each Partner under Article VI. Each Partner's Capital Account initially shall equal the cash contributed by the Partner to the Partnership, and during the term of the Partnership shall be (1) increased by the amount of (a) Taxable Income allocated to the Partner, and (b) any money subsequently contributed to the Partnership, and (2) decreased by the amount of (a) Tax Losses allocated to the Partner, and (b) all cash and the agreed value of property (net of liabilities assumed or to which the property is subject) distributed to such Partner, and shall otherwise be kept in accordance with applicable Treasury Regulations.

Capital Call refers to the process by which the General Partner requests the Partners to contribute additional capital to the Partnership.

Capital Contributions means the amount of money contributed to the Partnership by one or more of the Partners.

Code means the Internal Revenue Code of 1986, as amended, modified, or rescinded from time to time, or any similar provision of succeeding law.

Incapacity or Incapacitated means the incompetence, insanity, interdiction, death, disability, or legal impairment, as the case may be, of any Partner.

Interest means the entire ownership interest of a Partner in the Partnership.

General Partner means Matthew H. Cumuze.

Net Cash Flow with respect to any fiscal period means all cash revenues of the Partnership during that period (including interest or other earnings on the funds of the Partnership), less the sum of the following to the extent made from those cash revenues: (1) all principal and interest payments on any indebtedness of the Partnership; (2) all cash expenses incurred incident to the operations of the Partnership's business; and (3) funds set aside as reserves for contingencies, working capital, debt service, taxes, insurance, or other costs or expenses incident to the conduct of the Partnership's business, which the General Partner deems reasonably necessary or appropriate.

Partners means all persons designated as Partners in these Articles of Partnership, as the same may be amended, both General and Limited, including persons admitted as additional partners and any person admitted as a substituted Partner pursuant to Article IX, and, with respect to those provisions of this Agreement concerning a Partner's rights to receive a share of profits or other compensation by way of income or the return of a Partner's contribution, any assignee of a Partner's Interest (except that an assignee who does not become a substituted Partner shall have only those rights specified in the Act).

Partnership Interest means the ownership interest of a Partner in any Partnership item as provided in this Partnership Agreement. Distributions or allocations made in proportion to or in accordance with the Partnership Interests of the Partners shall be based upon relative Partnership Interests as of the record date for distributions and in accordance with Section 706(c) and (d) of the Code for allocations.

Person shall mean a legal entity, including a corporation, partnership and human being.

Taxable Income and Tax Losses, respectively, shall mean the net income or net losses of the Partnership as determined for federal income tax purposes, and all items required to be separately stated by Section 702 of the Code and the Regulations thereunder.

ARTICLE II

Name and Place of Business

The name of the Partnership shall be WRISKE Family Partnership, Ltd., or such other name as the General Partner shall hereafter designate. The principal place of business and offices of the Partnership shall be located at 3500 Salser Lane, Birmingham, Alabama 35242, or such other place as the General Partner may designate from time to time.

ARTICLE III

Partnership Business

The purpose and business of the Partnership shall be to buy, hold and develop land for residential and commercial purposes, to lease, operate, own and develop other real estate, to engage in the business of construction, and to conduct all such other activities as the General Partner deems necessary and appropriate to promote the business success of the Partnership.

ARTICLE IV

Term of Partnership

The Partnership shall commence on the date first above written. The Partnership shall terminate when all of the assets acquired by the Partnership are disposed of and proceeds therefrom distributed to the Partners. The Partnership may be terminated at an earlier time by an agreement in writing of Partners.

ARTICLE V

Partners' Initial Capital Contribution and Partnership Interests

The names and addresses of the Partners, their respective initial Capital Contributions and their Partnership Interests as of the date of this Agreement are as follows:

GENERAL PARTNER

<u>NAME</u>	<u>ADDRESS</u>	<u>CAPITAL CONTRIBUTION (Cash)</u>	<u>PARTNERSHIP INTEREST</u>
Matthew H. Cumuze	3500 Salser Lane Birmingham, AL 35242	\$80,000.00	95.24%

LIMITED PARTNERS

Homer E. Smith	3500 Salser Lane Birmingham, AL 35242	\$1,000.00	1.19%
Foster Smith	6212 Cahaba Valley Road Birmingham, AL 35242	\$1,000.00	1.19%
Steven W. Smith	813 59th Street South Birmingham, AL 35212	\$1,000.00	1.19%
Bonnie S. Dawson	4435 Highway 20 Calera, AL 35040	\$1,000.00	1.19%

ARTICLE VI

Capital Accounts

An individual Capital Account shall be maintained in the name of each Partner. The Capital Account shall be maintained in accordance with federal income tax accounting practices and rules established under Section 704(b) of the Internal Revenue Code of 1986, as amended, and the Treasury Regulations promulgated thereunder. It is the intent of the Partners that the Capital

Accounts will be determined and maintained in accordance with Treasury Regulations 1.704-1(b) as promulgated under Code Section 704(b), as currently in effect and as the same may be amended so that allocations of profits and losses among the Partners as herein provided will be respected under the federal income tax laws.

ARTICLE VII

Profits and Losses-Distributions

7.1 Allocation of Taxable Income and Tax Losses.

For all purposes including Section 702 and 704 of the Internal Revenue Code of 1986, as amended, or the corresponding sections of any future federal internal revenue law, or any similar tax law of any state or other jurisdiction, the determination of each Partner's distributive share of any Taxable Income or Tax Losses for any Partnership accounting period shall be made on the basis of the Partnership Interest owned by each Partner.

7.2 Distribution of Net Cash Flow, Sales Proceeds, etc.

Distributions of Net Cash Flow shall be made as and when the General Partner shall determine.

ARTICLE VIII

Management of Partnership

8.1 General Partner. Decisions respecting the actions concerning affairs of the Partnership will be made by the General Partner.

8.2 Authority of General Partner To Transact Routine Business. The General Partner shall have the authority to manage the day-to-day operations and affairs of the Partnership. Any action taken by the General Partner regarding the day-to-day business of the Partnership shall

constitute the act of and serve to bind the Partnership. Persons dealing with the Partnership are entitled to rely conclusively on the authority of the General Partner as set forth in this Agreement.

8.3 Authority to Sell and Encumber Partnership Property. The General Partner shall have the authority to sell and to encumber all or any portion of the Partnership Property.

8.4 Indemnification. The Partnership shall indemnify and hold harmless the General Partner from and against any loss, expense, damage, or injury suffered or sustained by any of them by reason of any acts, omissions, or alleged acts or omissions arising out of their activities on behalf of the Partnership or in furtherance of the interests of the Partnership.

ARTICLE IX

Restriction on Transfer of Partnership Interests

The General Partner may not sell, assign, transfer, pledge, encumber or otherwise dispose of its Partnership Interest or any part thereof except with the prior written consent of the Limited Partners. No Limited Partner may sell, assign, transfer, pledge, encumber or otherwise dispose of his or her Partnership Interest or any part thereof except with the prior written consent of the General Partner.

ARTICLE X

Books of Account, Records, and Reports

The General Partner shall maintain records and books of account in which shall be entered all transactions and other matters relative to the Partnership's business as are usually entered into records and books of account maintained by persons engaged in business of a like character, including a Capital Account for each Partner.

ARTICLE XI

Miscellaneous Provisions

11.1 Bank Accounts.

The General Partner is authorized, in the name of the Partnership, to open and thereafter maintain with any bank, a bank account in which shall be deposited all funds and income of the Partnership. Funds deposited in the Partnership bank account may be withdrawn upon the signature of such other person or persons as the General Partner may from time to time hereafter designate to such bank or banks.

11.2 Interpretation of Agreement.

The General Partner is authorized to interpret and construe this Agreement as to the meaning, effect, interpretation or construction hereof.

11.3 Entire Agreement.

This Agreement contains the entire agreement between and among the Partners.

[Signatures begin on next page]

IN WITNESS WHEREOF, the undersigned have executed this instrument as of the day and year first set forth above.

Anne Marshall
Witness

Matthew H. Cumuze
Matthew H. Cumuze

Anne Marshall
Witness

Homer E. Smith
Homer E. Smith

Anne Marshall
Witness

Foster Smith
Foster Smith

Anne Marshall
Witness

Steven W. Smith
Steven W. Smith

Anne Marshall
Witness

Bonnie S. Dawson
Bonnie S. Dawson

STATE OF ALABAMA)
COUNTY OF SHELBY)

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that Matthew H. Cumuze, whose name is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day, that, being informed of the contents of the instrument, he executed the same voluntarily on the day the same bears date.

Given under my hand and seal this 1st day of March, 1997.

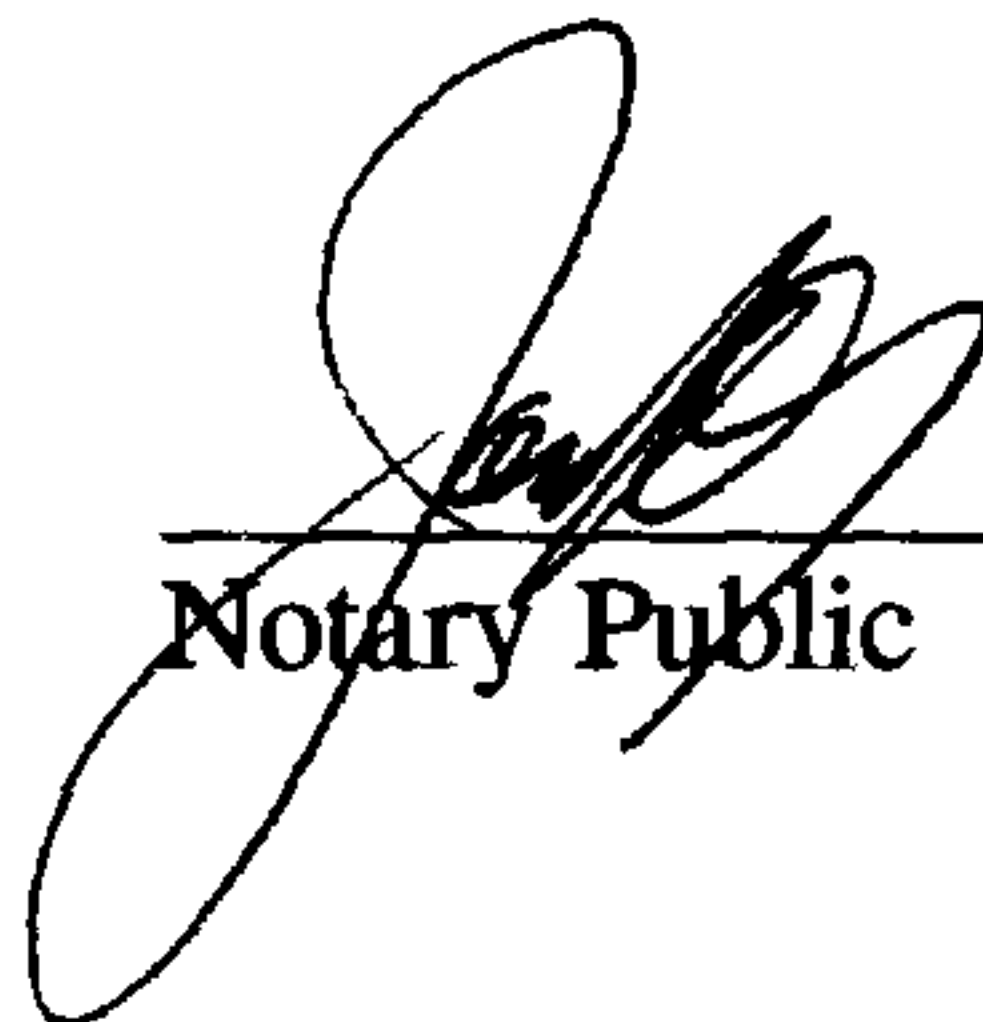
[Signature]
Notary Public

My Commission Expires: 5/23/99

STATE OF ALABAMA)
COUNTY OF SHSCLBY)

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that Homer E. Smith, whose name is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day, that, being informed of the contents of the instrument, he executed the same voluntarily on the day the same bears date.

Given under my hand and seal this 1st day of March, 1997.



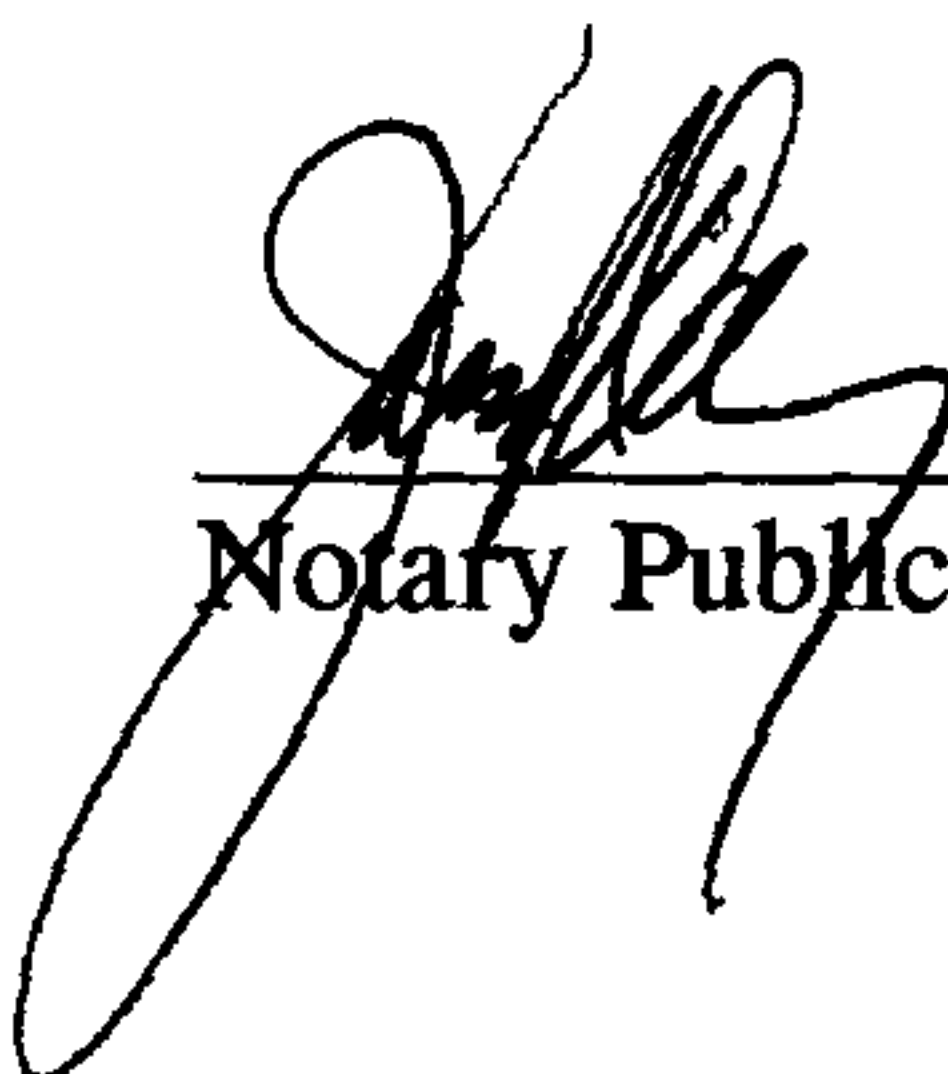
Notary Public

My Commission Expires: 5/23/99

STATE OF ALABAMA)
COUNTY OF SHSCLBY)

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that Foster Smith, whose name is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day, that, being informed of the contents of the instrument, he executed the same voluntarily on the day the same bears date.

Given under my hand and seal this 8th day of March, 1997.



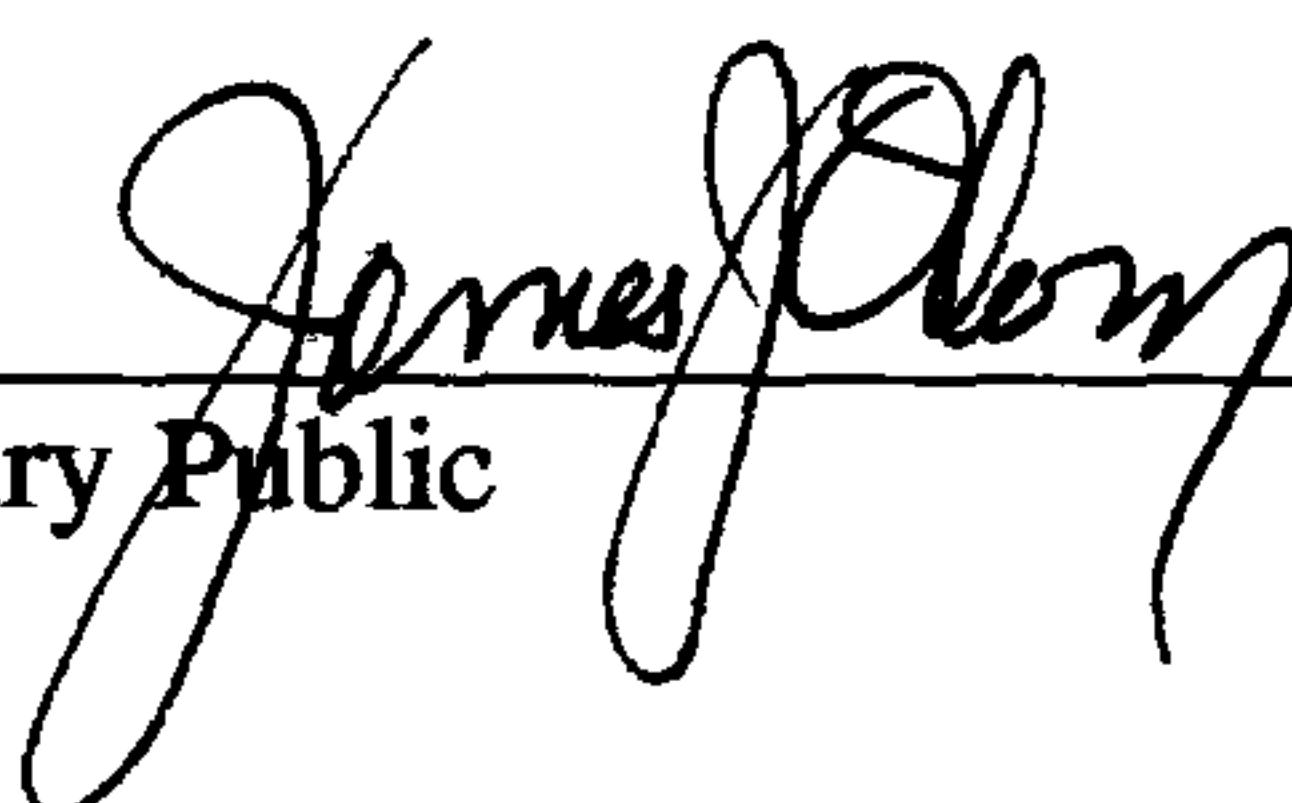
Notary Public

My Commission Expires: 5/23/99

STATE OF ALABAMA)
COUNTY OF SHelby)

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that Steven W. Smith, whose name is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day, that, being informed of the contents of the instrument, he executed the same voluntarily on the day the same bears date.

Given under my hand and seal this 8th day of March, 1997.



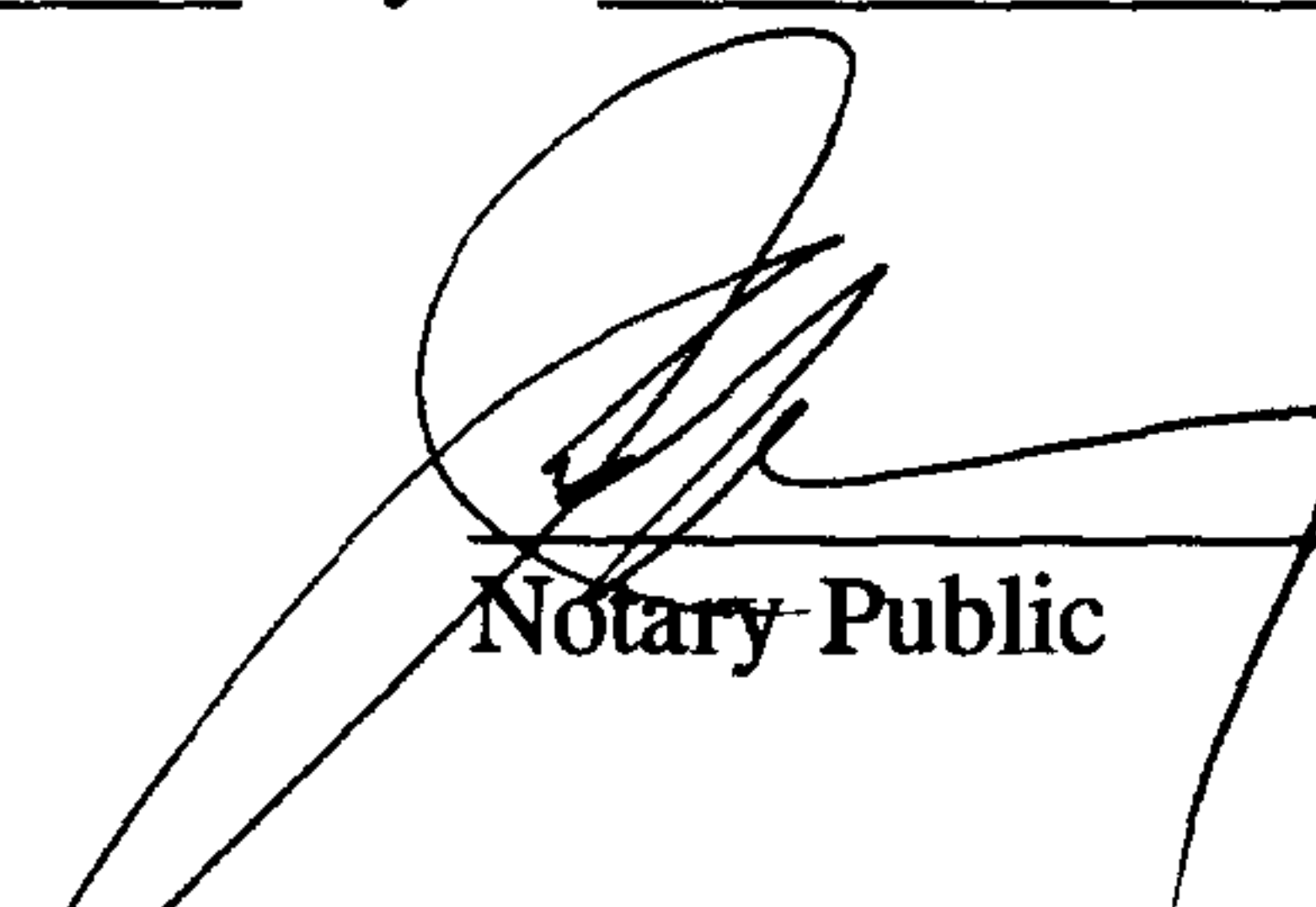
Notary Public

My Commission Expires: 5/23/99

STATE OF ALABAMA)
COUNTY OF SHelby)

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that Bonnie S. Dawson, whose name is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day, that, being informed of the contents of the instrument, she executed the same voluntarily on the day the same bears date.

Given under my hand and seal this 7th day of March, 1997.



Notary Public

My Commission Expires: 5/23/99

Prepared By:
James J. Odom, Jr.
P.O. Box 11244
Birmingham, AL 35202