

**AMENDMENT TO PARTNERSHIP AGREEMENT
OF EDP PARTNERS**

THIS AMENDMENT TO PARTNERSHIP AGREEMENT is made as of the 30th day of December, 1997, by and between EDDIE H. GILMORE and RANDALL J. GILMORE (the "Partners").

RECITALS

WHEREAS, a General Partnership Agreement was entered into by the Partners and Daniel L. Moultrie ("Moultrie") on or about March 1, 1992 (the "Partnership Agreement") for purposes of forming EDP Partners, an Alabama general partnership; and

WHEREAS, by Agreement dated May 23, 1995, Moultrie assigned all his interests in EDP to Eddie H. Gilmore; and

WHEREAS, the Partners now desire to amend the Partnership Agreement to, among other things, reflect the election by the partnership to be governed by the Alabama Uniform Partnership Act (1996) [*Code of Alabama* § 10-8A-101 et seq.] and to file a registration for the Partnership to become a registered limited liability partnership in accordance with the provisions set forth in Chapter 8A of Title 10 of the *Code of Alabama*, as the same may be amended from time to time (the "Act").

AGREEMENT

A. The Partnership Agreement is hereby amended to change the name of the Partnership in order to reflect its election to be a registered limited liability partnership, to reflect its principal office in Alabama, and to reflect the business of the Partnership as required by the Act by deleting

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Paragraphs 1, 2, 3 and 4 from the Partnership Agreement and substituting in lieu thereof the following:

1. FORMATION OF LIMITED LIABILITY PARTNERSHIP. The parties to this Agreement shall constitute the partners of a registered limited liability partnership under the Alabama Uniform Partnership Act (1996) (the "Act"), as the same may be amended from time to time, upon the terms and conditions herein provided (the "Partnership").

2. NAME AND PRINCIPAL PLACE OF BUSINESS.

(a) The Partnership will operate under the name of "EDP Partners, LLP".

(b) The principal place of business of the Partnership shall be at 150 Industrial Road, Alabaster, Alabama, or such other location as the Partners may from time to time determine. If the principal office of the Partnership is not located in Alabama, the Partnership shall designate a registered office in Alabama and a registered agent at that office for service of process in Alabama. Any change in the principal office or registered office and registered agent, if any, shall be reflected in the annual report that the Partnership is required to file with the Secretary of State of Alabama.

3. PURPOSE OF THE PARTNERSHIP. The primary purpose and business of the Partnership is to engage in the real estate business; acquire, own, hold, develop, and operate real estate properties, either as operator, managing agent, principal, agent, partner, stockholder, syndicate member, associate, joint venturer, participant, or otherwise; invest in and raise funds for real estate development and operation; purchase, construct, acquire, own, develop, operate, lease, mortgage, pledge, sell or otherwise dispose of buildings, fixtures, and improvements; and do anything necessary or incident to the real estate business.

4. TERM OF THE PARTNERSHIP. The Partnership shall continue until December 31, 2050, unless sooner terminated as hereinafter provided. The disassociation of a Partner under Section 10-8A-601 of the Act shall not result in the dissolution and winding up of the Partnership under Section 10-9A-801 of the Act. The Partnership shall not be required to purchase the interest of a disassociated Partner under Section 10-8A-701 of the Act, nor shall the Partnership have any obligation to make any other distribution or other payment to a disassociated Partner, except as may be specifically provided for in this Partnership Agreement.

B. The Partnership Agreement shall be further amended to provide for the indemnification of a Partner for any loss incurred while acting in his capacity as a Partner of the Partnership by adding the following as Paragraph 10(f) of the Partnership Agreement:

(f) No Partner shall be liable, responsible or accountable in damages or otherwise to the Partnership or any of the Partners for any loss or damage incurred by reason of any act or omission performed or omitted in good faith on behalf of the Partnership and in a manner reasonably believed by such Partner to be within the scope of the authority granted to such Partner by this Partnership Agreement and in the best interests of the Partnership. The Partnership shall indemnify and hold a Partner harmless from any liability, loss, damage or expense incurred by such Partner by reason of any such act or omission, except where such act or omission is attributable to the willful misconduct, gross negligence or bad faith on the part of such Partner; provided, however, that the satisfaction of any indemnification or saving harmless shall be made from and shall be limited to the Partnership's assets and no Partner shall have any personal liability on account thereof.

C. The Partnership Agreement shall be further amended to reflect the limited liability of the Partners and to designate certain specified liabilities for which the Partners shall be liable for contribution as between themselves, in accordance with Section 10-8A-306 of the Act by adding the following as Paragraph 11A of the Partnership Agreement:

11A. LIABILITY OF PARTNERS. No Partner shall be personally liable or accountable directly or indirectly (including by way of indemnification, contribution, assessment or otherwise), for debts, obligations and liabilities of, or chargeable to, the Partnership, or another Partner or Partners, whether arising in tort, contract or otherwise, solely by reason of being such a partner or acting (or omitting to act) in such capacity, which such debts, obligations and liabilities occur, are incurred or are assumed while the Partnership is a registered limited liability partnership except that:

(a) All Partners, whether now or hereafter admitted, shall as between themselves be liable for their respective Percentage Interest for any liability to a third party that was incurred by the Partnership on or before December 31, 1997, and for which, at the time it was incurred, the Partners were jointly and severally liable.

(b) All Partners, whether now or hereafter admitted, shall as between themselves be liable for their respective Percentage Interest for any liability to a third party that was incurred by the Partnership after December 31, 1997, and for which

the Partners are jointly and severally liable under Section 10-8A-1106 of the Act by reason of the fact that such third party did business with the Partnership in the year preceding January 1, 1998, and such third party did not know or receive a notification of the Partnership's election to be a registered limited liability company.

D. The Partnership Agreement shall be further amended to delete Paragraph 13(b) in its entirety.

E. The Partners have executed this Amendment to Partnership to evidence the Partners' approval of the decision to elect to amend the Partnership Agreement to be governed by the Alabama Uniform Partnership Act (1996) [*Code of Alabama* § 10-8A-101 et seq.] and to file a registration for the Partnership to become a registered limited liability partnership in accordance with Section 10-8A-1001 of the Act. The decision to cancel the registration of the Partnership as a limited liability partnership shall require the approval of all Partners. The Partners hereby authorize any one or more Partners to (i) file with the Judge of Probate of Shelby County, Alabama and the Secretary of State of Alabama a registration or notice of registered limited liability partnership in accordance with Section 10-8A-1001 of the Act as soon as practicable after the signing hereof, and thereafter (ii) file with the appropriate authorities in each state in which the Partnership does business a registration or other application to do business as a foreign limited liability partnership.

F. The Partners understand and agree that the Partnership is for all purposes, except as provided in Section 10-8A-306 of the Act, the same entity that existed before the registration and continues to be a partnership under the Act, subject to the registered limited liability partnership provisions thereof. The undersigned Partners hereby ratify, confirm and approve the terms and conditions of the Partnership Agreement as amended hereby and agree to be bound by the Partnership Agreement as so amended, and all of its terms and conditions.

IN WITNESS WHEREOF, the undersigned, being all of the Partners of the Partnership have
executed this Amendment to Partnership Agreement effective as of the 30th day of December, 1997.



Eddie H. Gilmore



Randall J. Gilmore