

APPROVED FOR RECORD AGREEMENT AND CERTIFICATE OF LIMITED PARTNERSHIP
OF

7-30-86 at 11:01a B & B B & B LIMITED PARTNERSHIP

Sidney J. Brown and Stuart G. Brown, (herein referred to as the "General Partners")
and Sidney J. Brown and Stuart G. Brown, (herein referred to as the "Limited Partners"),
do hereby form B & B Limited Partnership pursuant to the Maryland Revised Uniform
Partnership Act, and certify the following:

I. The name of the Partnership is B & B Limited Partnership.

II. The business of the Partnership shall consist of acquiring, holding, developing, operating, leasing, exchanging, selling and otherwise disposing of the sixty-one properties located in the following southern states: Alabama, Georgia, Florida, Louisiana, Mississippi, and North Carolina described in Exhibit B, attached hereto and made a part hereof, and carrying on any and all activities incidental or related thereto.

III. (a) The address of the principal place of business of the Partnership shall be 6158 Greenbelt Road, Greenbelt, Maryland 20770. The General Partners shall have the right to change the principal place of business of the Partnership in their sole discretion.

(b) The name and address of the Resident Agent of the Partnership in Maryland is as follows:

Sidney J. Brown
6158 Greenbelt Road
Greenbelt, Maryland 20770

IV. The name and business address of the General Partners and the Limited Partners are as follows:

GENERAL PARTNERS:

Sidney J. Brown
6158 Greenbelt Road
Greenbelt, Maryland 20770

Stuart G. Brown
6158 Greenbelt Road
Greenbelt, Maryland 20770

LIMITED PARTNERS:

Sidney J. Brown
6158 Greenbelt Road
Greenbelt, Maryland 20770

Stuart G. Brown
6158 Greenbelt Road
Greenbelt, Maryland 20770

V. The Limited Partners have each contributed to the capital of the Partnership cash in the following amounts:

Sidney J. Brown \$680.00
Stuart G. Brown \$220.00

STATE OF MARYLAND
I hereby certify that this is a true and complete copy of the
page document on file in this office. DATED: 7/31/86
STATE DEPARTMENT OF ASSESSMENTS AND TAXATION
BY: [Signature]
This stamp replaces our previous certification system. Effective: 10/84

- VI. The Limited Partners have not agreed to make any additional contributions to the capital of the Partnership.
- VII. No limited partner may grant the right to become a limited partner in the Partnership to an assignee without the unanimous consent of the General Partners and if said unanimous consent is given, then said transfer shall be conditioned upon (a) the sale, assignment, or other transfer instrument being in form and substance satisfactory to the General Partners, (b) the execution and acknowledgement by the assignor, vendor or other transferor, and assignee, vendee or other transferee named therein of such instruments as the General Partners may deem necessary or desirable to effectuate such admission; (c) the assignee's, vendee's or other transferee's written acceptance and adoption of all the terms, provisions and obligations under the documents governing the Partnership, as the same may have been amended; and (d) the assignee, vendee, or other transferee paying all reasonable expenses connected with such admission, including, but not limited to, the cost of preparing, filing and publishing an amended certificate of limited partnership to effect such admission.
- VIII. (a) If either General Partner shall die, shall be adjudged insane or incompetent or shall have a guardian or committee appointed by a court of competent jurisdiction; shall be dissolved or liquidated; shall be adjudicated a bankrupt or insolvent; shall seek, consent to, or acquiesce in the judicial appointment of a trustee, fiscal agent, receiver, or liquidator for all or any substantial part of his properties; shall file a voluntary petition in bankruptcy; shall file any petition or answer seeking any reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar relief under any present or future statute, law, or regulation; shall file any answer admitting (or shall fail to contest) the material allegations of a petition filed against it in any proceeding seeking any reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar relief under any present or future statute, law, or regulation; shall permit the continuation of any proceeding against him seeking any bankruptcy, reorganization, arrangement, composition, readjustment, liquidation, dissolution, or other similar relief under any present or future statute, law, or regulation for 60 days after the commencement thereof; or, if after the appointment of a trustee, fiscal agent, receiver, or liquidator for all or any substantial part of his properties without his consent, shall not have caused the appointment of such trustee, fiscal agent, receiver, or liquidator to have been vacated within 60 days of such appointment, then that General Partner shall have his interest converted to a limited partnership interest and the Partnership shall be continued by the remaining General Partner.
- (b) Prior to dissolution, neither the time at, nor the occurrence of events upon which, the General Partners may withdraw from the Partnership has been established.

- IX. All net profits or net losses and cash of the Partnership for any period shall be allocated and distributed, as the case might be in the percentage shown on Exhibit A for each General Partner and each Limited Partner.
- X. No limited partner shall have the right to receive, and the General Partners shall not have the right to make, a distribution which includes a return of all or part of a limited partner's contribution to the capital of the Partnership, unless after giving effect to the return of a capital contribution, all liabilities, other than the liabilities to a limited partner for the return of his contribution, do not exceed the fair value of the Partnership's assets.
- XI. The Partnership shall continue until December 31, 2026 unless sooner dissolved and its affairs wound up upon the occurrence of any of the following events: (a) the incapacity, bankruptcy, involency, dissolution (without reconstitution), liquidation, death or withdrawal of the last remaining General Partner; (b) the joint determination of the General Partners and a majority in interest of the limited partners that the Partnership should be dissolved; and (c) any other event resulting in the dissolution or termination of the Partnership under the laws of the State of Maryland.
- XII. Sidney J. Brown shall be the managing general partner and may sign all documents on behalf of the Partnership.
- XIII. Additional limited partners may be admitted only with consent of both of the General Partners.
- XIV. No limited partner shall have priority over any other limited partner with respect to contributions or as to compensation by way of income.
- XV. No limited partner has the right to demand property other than cash in return for his contribution.

IN WITNESS WHEREOF, the General Partners and the Limited Partners have executed this Agreement and Certificate of Limited Partnership as of the 30th day of July, 1986.

General Partners:

WITNESS:

[Signature]

[Signature] (SEAL)
Sidney J. Brown

WITNESS:

[Signature]

[Signature] (SEAL)
Stuart G. Brown

Limited Partners:

WITNESS:

[Signature]

Sidney J. Brown (SEAL)

WITNESS:

[Signature]

Stuart G. Brown (SEAL)
Stuart G. Brown

State of Maryland)
County of) ss

I HEREBY CERTIFY that on this 30th day of July, 1986, before me, the subscriber, a Notary Public in and for the jurisdiction aforesaid, personally appeared in said jurisdiction Sidney J. Brown, personally well known to me (or satisfactorily proven) to be the person who executed the foregoing Limited Partnership Agreement and Certificate of Limited Partnership bearing date on the 30th day of July, 1986, and did acknowledge the foregoing instrument to be his act and deed and that the same was executed for the purposes therein contained, and that the same was delivered as such.

WITNESS my hand and Notarial Seal.

[Signature]
Notary Public

My Commission Expires: July 1, 1990

State of Maryland)
County of Prince George's) ss

I HEREBY CERTIFY that on this 30th day of July, 1986, before me, the subscriber, a Notary Public in and for the jurisdiction aforesaid, personally appeared in said jurisdiction Stuart G. Brown, personally well known to me (or satisfactorily proven) to be the person who executed the foregoing Limited Partnership Agreement and Certificate of Limited Partnership bearing date on the 30th day of July, 1986, and did acknowledge the foregoing instrument to be his act and deed and that the same was executed for the purposes therein contained, and that the same was delivered as such.

WITNESS my hand and Notarial Seal.

[Signature]
Notary Public

My Commission Expires: July 1, 1990

PRESENTED FOR
REGISTRATION
IN

AUG 22 4 34 PM '86

After recording return this L.E. SPEAS
document to: REGISTER OF DEEDS

Sidney J. Brown
6158 Greenbelt Road
Greenbelt, Maryland 20770

FORSYTH CTY. N.C.

BOOK 1560 P 1045

EXHIBIT A
LIMITED PARTNERSHIP AGREEMENT
AND CERTIFICATE OF LIMITED PARTNERSHIP
OF
B + B/B ~~B & B~~ LIMITED PARTNERSHIP

<u>Name and Address</u>	<u>Initial Capital Contribution</u>	<u>Percentage of partnership Interest</u>
<u>GENERAL PARTNERS:</u>		2%
Sidney J. Brown 6158 Greenbelt Road Greenbelt, Maryland 20770	\$50.00	1%
Stuart G. Brown 6158 Greenbelt Road Greenbelt, Maryland 20770	\$50.00	1%
<u>LIMITED PARTNERS:</u>		98%
Sidney J. Brown 6158 Greenbelt Road Greenbelt, Maryland 20770	\$680.00	74%
Stuart G. Brown 6158 Greenbelt Road Greenbelt, Maryland 20770	\$220.00	24%
TOTAL \$1000.00		100%

Tax Matters Partner: Sidney J.. Brown

EXHIBIT "B"

<u>ALABAMA STORES</u>		
<u>STORE #</u>	<u>LOCATION</u>	<u>COUNTY</u>
1. 4164	Rt. 5 Daphne, Alabama	Baldwin
2. 4240	854 Downtowner Blvd. Mobile, Alabama	Mobile
3. 4253	1700 Novco Rd. Mobile, Alabama	Mobile
4. 4275	1401 Knollwood Drive Mobile, Alabama	Mobile
5. 4279	4075 McGregor Mobile, Alabama	Mobile

<u>MISSISSIPPI STORES</u>		
<u>STORE #</u>	<u>LOCATION</u>	<u>COUNTY</u>
1. 4330	300 Commission Rd. Long Beach, Mississippi	
2. 4333	299 Rodenburg Rd. Biloxi, Mississippi	
3. 4352	7204 Martin Bluff Rd. Gautier, Mississippi	
4. 4532	RR 5 Popps Ferry Rd. Biloxi, Mississippi	
5. 4810	561 7th Avenue N. Biloxi, Mississippi	
6. 4828	3590 Pass Rd. Biloxi, Mississippi	

NORTH CAROLINA STORES

<u>STORE #</u>	<u>LOCATION</u>	<u>COUNTY</u>
1. 4358	2121 Clemmons Road Winston Salem, North Carolina	Forsyth
2. 4839	6118 W. Market Street Greensboro, North Carolina	Guilford

FLORIDA STORES

1. 4036	2900 W. Jackson St. Pensacola, Florida	Escambia
2. 4052	4076 Olive Rd. Pensacola, Florida	Escambia
3. 4110	2704 S. Ferncreek Avenue Orlando, Florida	Orange
4. 4114	1236 E. Silver Springs Ocala, Florida	Marion
5. 4116	2234 4th St., S. St. Petersburg, Florida	Pinellas
6. 4231	713 Massachusetts Avenue Pensacola, Florida	Escambia
7. 4238	4441 Gunn Hwy. Tampa, Florida	Hillsborough
8. 4239	6601 N. Dale Mabry Hwy. Tampa, Florida	Hillsborough
9. 4244	4807 Himes Ave. Tampa, Florida	Hillsborough
10. 4254	6201 54th Ave., N. St. Petersburg, Florida	Pinellas
11. 4301	5247 S. MacDill Avenue Tampa, Florida	Hillsborough
12. 4305	3031 Cypress Ave. Tampa, Florida	Hillsborough
13. 4316	6925 Forest City Rd. Orlando, Florida	Orange
14. 4414	54th Ave./58th St. Kenneth, Florida	Pinellas
15. 4416	1900 E. Nine Mile Rd. Pensacola, Florida	Escambia
16. 4440	330 Apollo Beach Blvd. Ruskin, Florida	Hillsborough
17. 4441	256 Sun Acres Blvd. Auburndale, Florida	Polk
18. 4451	5315 16th St., N. St. Petersburg, Florida	Pinellas
19. 4558	6625 Memorial Hwy. Tampa, Florida	Hillsborough
20. 4720	US 41/Constitution San Carlos, Florida	Lee
21. 4740	US 41/Tarpon Port Charlotte, Florida	Charlotte
22. 4746	5800 Pershing Orlando, Florida	Orange
23. 4761	12601 Gulf Blvd. Treasure Island, Florida	Pinellas
24. 4836	3596 Kelly Rd. E. Naples, Florida	Lee

156061048

FLORIDA STORES
(continued)

	<u>STORE #</u>	<u>LOCATION</u>	<u>COUNTY</u>
25.	4840	4215 Palm Beach Blvd. Ft. Myers, Florida	Lee
26.	4869	127th Ave./Moody Homestead, Florida	Dade
27.	4907	1900 NW Krome Ave. Homestead, Florida	Dade
28.	4911	5353 Gulf Dr. Holmes Beach, Florida	Manatee
29.	4947	6101 Gunn Hwy. Tampa, Florida	Hillsborough
30.	4949	792 S. Homestead Blvd. Homestead, Florida	Dade
31.	4955	5821 Curry Ford Rd. Orlando, Florida	Orange
32.	4971	7700 N. Atlantic Ave. Cape Canaveral, Florida	Brevard
33.	4975	8797 N. Atlantic Ave. Cape Canaveral, Florida	Brevard

LOUISIANA STORES

1.	4203	Ormand Blvd./Cerise Str. Destrahan, Louisiana	St. Charles
2.	4408	Perkins Rd./Oakdale Dr. Baton Rouge, Louisiana	East Baton Rouge
3.	4475	U.S. 90/Lake Palourde Rd. Amelia, Louisiana	St. Mary's
4.	4606	4500 Woodlawn Dr. Algiers, Louisiana	Orleans
5.	4730	Air Base Rd. Alexandria, Louisiana	Rapids
6.	4759	1024 O'Neal Lane Baton Rouge, Louisiana	East Baton Rouge
7.	4765	1910 Brightside Dr. Baton Rouge, Louisiana	East Baton Rouge
8.	4782	Hwy. 90 Bayou Vista, Louisiana	St. Mary's
9.	4802	1805 Veterans Hwy. Metairie, Louisiana	Jefferson
10.	4833	1557 Gardere Lane Baton Rouge	East Baton Rouge
11.	4914	3400 Pinhook Rd. Lafayette, Louisiana	Lafayette
12.	4916	7425 Lapalco Blvd. Marrero, Louisiana	Jefferson

GEORGIA STORES

1.	4410	5957 Mt. Zion Rd. Marrow, Georgia	Clayton
2.	4613	Hwy. 5 Douglasville, Georgia	Douglas
3.	4723	195 Northern Avenue Avondale Estates, Georgia	Dekalb



STATE OF MARYLAND

State Department of Assessments and Taxation

Gene L. Burner, Director

DOCUMENT CODE

05

BUSINESS CODE

COUNTY

66

_____ P.A. _____ Religious _____ Close _____ Stock _____ Nonstock

Merging
(Transferor) _____Surviving
(Transferee) _____

CODE AMOUNT FEE REMITTED

20	_____	Organ. & Capitalization
61	_____	Rec. Fee (Arts. of Inc.)
62	_____	Rec. Fee (Amendment)
63	_____	Rec. Fee (Merger or Consolidation)
64	_____	Rec. Fee (Transfer)
65	_____	Rec. Fee (Dissolution)
66	_____	Rec. Fee (Revival)
52	_____	Foreign Qualification
50	_____	Cert. of Qual. or Reg.
51	_____	Foreign Name Registration
13	185	20 Certified Copy 160
56	_____	Foreign Penalty
54	_____	For. Supplemental Cert.
73	_____	Cert. of Conveyance

Name Change
(New Name) _____

_____ Change of Name

_____ Change of Principal Office

_____ Change of Resident Agent

_____ Change of Resident Agent Address

75	_____	Special Fee
80	_____	For. Limited Partnership
83	50	Cert. Limited Partnership
84	_____	Amendment to Limited Partnership
85	_____	Termination of Limited Partnership
21	_____	Recordation Tax
22	_____	State Transfer Tax
23	_____	Local Transfer Tax
31	_____	Corp. Good Standing
NA	_____	Foreign Corporation Registration
_____	_____	Other _____
_____	_____	Other _____

Code _____

ATTENTION: _____

MAIL TO ADDRESS:

Sidney Brown
6158 Greenbelt Rd
Greenbelt Md 20770

TOTAL FEES

235

✓ Check

Cash

Documents on _____ checks

APPROVED BY: _____

NOTE: New 1p-
make card

BOX 1560 P1050