

EXHIBIT Y

PARTNERSHIP CONTRIBUTION AGREEMENT
(Mark J. Gainor)

This Partnership Contribution Agreement (this "Agreement") is made and entered into as of the 23rd day of December, 1999 (the "Contribution Date"), by and between MARK J. GAINOR (the "Existing Partner"), and MJG PARTNERS, L.P., a Georgia limited partnership (the "Partnership");

RECITALS

The Existing Partner is a limited partner in the Partnership.

The Existing Partner owns 100 shares of common stock ("Common Stock") of Lucor Special Investments, Inc. (the "Company"), which represents all of the outstanding capital stock of the Company.

The Existing Partner desires to transfer to the Partnership as a contribution to the capital of the Partnership his 100 shares of Common Stock in the Company (the "Contribution"), and the Partnership desires to accept such contribution of the shares of Common Stock.

AGREEMENT

NOW, THEREFORE, for good and valuable consideration in hand paid at and for the delivery of this instrument, the receipt and sufficiency of which are hereby acknowledged, the Existing Partner and the Partnership, intending to be legally bound, hereby agree as follows:

Upon the terms and conditions set forth herein, the Existing Partner hereby contributes, assigns, grants, transfers, conveys and delivers to the Partnership and the Partnership hereby consents to the contribution of and accepts the 100 shares of Common Stock, effective as of the Contribution Date (the "Contribution") as so contributed, assigned and transferred.

The Contribution will occur simultaneously with the execution and delivery hereof and shall be effective as of the Contribution Date. At the closing, the parties will execute and deliver this Agreement and such other instruments or documents as may be necessary to effect the Contribution, including the Partnership executing a Subscription Agreement in substantially the form attached as Exhibit A.

The Partnership understands that the Common Stock to be issued to the Partnership under this Agreement have not been and will not be registered under the Securities Act of 1933, as amended, (the "Securities Act"), or under applicable state law, in reliance upon exemptions contained in the Securities Act or interpretations thereof, and cannot be offered for sale, sold or otherwise transferred unless such shares of Common Stock are so registered or qualify for exemption from registration under the Securities Act and applicable state securities laws. The Partnership acknowledges and agrees that each certificate representing Common Stock issued pursuant to this Agreement will bear a legend to this effect.

The Partnership receipt of the Common Stock is for its own account for investment only, and not with a view to, or for sale in connection with, any distribution of the Shares in violation of the Securities Act of 1933, as amended, or the Georgia Securities Act of 1973, as amended (the "1933 Act" and the "Georgia Act", respectively, and the "Acts" collectively), or any rule or regulation under the Acts.

In addition to the actions, contracts and other agreements and documents and other papers specifically required to be taken or delivered pursuant to this Agreement, each of the parties shall execute such contracts and other agreements and documents and take such further actions as may be reasonably required or desirable to carry out the provisions hereof and the Contribution.

This Agreement shall inure to the benefit of and be binding upon the respective parties and their respective successors and assigns. Nothing in this Agreement, expressed or implied, is intended to confer on any person other than the parties or their respective successors and assigns, any rights, remedies, obligations or liabilities under or by reason of this Agreement.

This Agreement shall be binding upon and shall inure to the benefit of the respective parties hereto and their respective legal representatives, successors, and assigns. This Agreement and the transactions contemplated hereunder shall be construed under, and governed by, the laws of the State of Georgia.

EXHIBIT A

SUBSCRIPTION AGREEMENT

To the Board of Directors
of Lucor Special Investments, Inc.

In order to induce Lucor Special Investments, Inc., a Georgia corporation (the "Company") to record on the Company's stock books the transfer from Mark J. Gainor ("Gainor") of 100 shares of common stock ("Common Stock") of the Company to MJG PARTNERS, L.P., a Georgia limited partnership (the "Partnership"), the Partnership represents that:

(a) The Partnership receipt of the Common Stock is for its own account for investment only, and not with a view to, or for sale in connection with, any distribution of the Shares in violation of the Securities Act of 1933, as amended, or the Georgia Securities Act of 1973, as amended (the "1933 Act" and the "Georgia Act", respectively, and the "Acts" collectively), or any rule or regulation under the Acts.

(b) The Partnership understands that (i) the transfer from Gainor to the Partnership of the Common Stock has not been registered under the Acts and, therefore, the Common Stock cannot be sold, transferred, or otherwise disposed of unless such subsequent transaction is registered under the Acts, or exemptions from such registrations are then available; and (ii) a legend to this effect will be placed on the certificate(s) representing the Common Stock.

MJG PARTNERS, L.P.

By: MJG Ventures, LLC,
its General Partner

By: _____
Name: Mark J. Gainor
Title: Member

By: _____
Name: Elyse S. Gainor
Title: Member

LUCOR SPECIAL INVESTMENTS, INC.

By: _____
Mark J. Gainor
President

Date: _____

SUBSCRIPTION AGREEMENT

To the Board of Directors
of Lucor Special Investments, Inc.

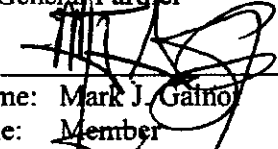
In order to induce Lucor Special Investments, Inc., a Georgia corporation (the "Company") to record on the Company's stock books the transfer from Mark J. Gainor ("Gainor") of 100 shares of common stock ("Common Stock") of the Company to MJG PARTNERS, L.P., a Georgia limited partnership (the "Partnership"), the Partnership represents that:

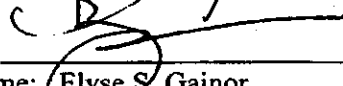
(a) The Partnership receipt of the Common Stock is for its own account for investment only, and not with a view to, or for sale in connection with, any distribution of the Shares in violation of the Securities Act of 1933, as amended, or the Georgia Securities Act of 1973, as amended (the "1933 Act" and the "Georgia Act", respectively, and the "Acts" collectively), or any rule or regulation under the Acts.

(b) The Partnership understands that (i) the transfer from Gainor to the Partnership of the Common Stock has not been registered under the Acts and, therefore, the Common Stock cannot be sold, transferred, or otherwise disposed of unless such subsequent transaction is registered under the Acts, or exemptions from such registrations are then available; and (ii) a legend to this effect will be placed on the certificate(s) representing the Common Stock.

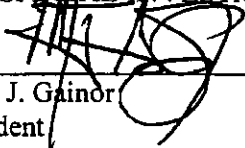
MJG PARTNERS, L.P.

By: MJG Ventures, LLC,
its General Partner

By: 
Name: Mark J. Gainor
Title: Member

By: 
Name: Elyse S. Gainor
Title: Member

LUCOR SPECIAL INVESTMENTS, INC.

By: 
Mark J. Gainor
President

Date: December 23, 1999