

STATE OF ALABAMA

COUNTY OF SHELBY

DURABLE POWER OF ATTORNEY

KNOW ALL PERSONS BY THESE PRESENTS, which are intended to constitute a Durable Power of Attorney, that I, Bruce L. Gordon, as Managing Partner of The 1700 Companies, a general partnership (the "Partnership") do hereby make, constitute and appoint MARTHA FERGUSON, my true and lawful Attorney-in-Fact, for me and in my name, place and stead, and on my behalf and for my use and benefit, as Managing Partner of the Partnership, to do and execute all or any of the following acts, deeds and things, as fully as I might or could do if personally present on behalf of the Partnership, to-wit:

To sell and convey the real property located in Shelby County, Alabama, as described on the attached Exhibit A, to New South Developers, Inc., or its designee or assignees; to sign, execute and deliver any contracts for the sale of said property; and to execute and deliver any deed or other instrument of conveyance or any other document that may be essential or required for the proper conveyance of said property; to accept any instrument as may be required for the sale and conveyance of said property; to receive checks made to the Partnership in connection therewith on the closing; to make any adjustments for interest, taxes, assessments, utilities, or other amounts which may be required to be adjusted; to pay out any money that may be necessary as a result of any adjustments; to pay out of any proceeds of sale such amounts as may be necessary to satisfy any liens or encumbrances against said property; and to do all other acts or things that I might do if personally present in effecting the sale of said property, including but not limited to, negotiating and resolving any and all disputes and to execute for me and on my behalf any documents and instruments as may be necessary in resolving any such dispute.

And I, as Managing Partner of the Partnership, hereby ratify and confirm and promise to at all times ratify and confirm all and whatsoever my Attorney-in-Fact shall lawfully do or cause to be done in and about the premises by virtue of these presents, including anything which shall be done between the revocation of these presents by my death or in any other manner, and notice of such revocation reaching our Attorney-in-Fact; and I hereby declare that as against me and all persons claiming under me everything which my Attorney-in-Fact shall do or cause to be done in pursuance hereof, after such revocation as aforesaid, shall be valid and effectual in favor of any person claiming the benefit thereof who, before the doing thereof, shall not have had notice of such revocation.

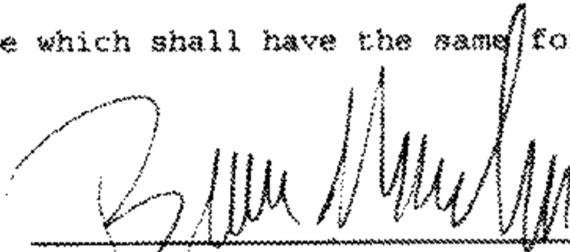
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*Martha Ferguson*

The rights, powers and authority of our said Attorney-in-Fact herein granted shall commence and be in full force and effect upon execution of this document; the authority conferred herein shall not be affected by my disability, incompetency, or incapacity; and such rights, powers and authority shall remain in full force and effect thereafter until the sale of said property is completed. Any action taken in good faith pursuant to the foregoing authority without actual knowledge of my death shall be binding upon the Partnership.

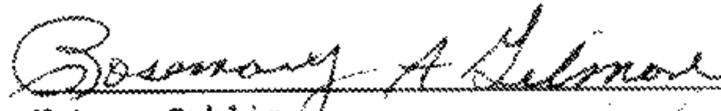
IN WITNESS WHEREOF, I have signed this Durable Power of Attorney at Birmingham, Alabama, this 24<sup>th</sup> day of March, 1998, and I have directed that photographic copies of this power be made which shall have the same force and effect as an original.

  
\_\_\_\_\_  
Bruce L. Gordon

State of ALABAMA  
JEFFERSON County

I, the undersigned, a notary public in and for said County in said State, hereby certify that BRUCE L. GORDON, whose name is signed to the foregoing Durable Power of Attorney, and who is known to me, acknowledged before me on this day that, being informed of the contents of said Durable Power of Attorney, he executed the same voluntarily on the day the same bears date.

Given under my hand this the 24<sup>th</sup> day of March, 1998.

  
\_\_\_\_\_  
Notary Public  
My Commission Expires: 10/10/98

Inst # 1998-10552

03/26/1998-10552  
08:20 AM CERTIFIED  
SHELBY COUNTY JUDGE OF PROBATE  
13.50  
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All of Lot 2, according to Revision No. 3, dated February 3, 1977, to the Survey of 2nd Amendment, Commercial Subdivision, Riverchase East, First Sector in Section 30, Township 19 South, Range 2 West, Shelby County, Alabama, as designated on a map thereof recorded in Map Book 6 Page 139 in the Office of the Judge of Probate of Shelby County, Alabama; being situated in Shelby County, Alabama.

Subject to existing easements, rights-of-way, restrictions, limitations, if any, of record.

Subject further to:

Easements as shown by recorded plat, including a 10 feet along the Northerly side and 20 feet along the Westerly side of lot.

Restrictions, covenants and conditions as set out in instrument(s) recorded in Misc. Book 13 page 50; Misc. Book 15 page 189 and Misc. Book 19 page 633 in Probate Office.

Transmission Lint Permit(s) to Alabama Power Company as shown by instrument(s) recorded in Deed Book 139 page 157 and Deed Book 312 page 802 in Probate Office.

Right(s)-of-Way(s) and Easement(s) granted to South Central Bell by instrument(s) recorded in Real 153 page 542 in Probate Office.

Easement(s) to Alabama Power Company and South Central Bell as shown by instrument recorded in Deed Book 304 page 25 in Probate Office.

Restrictions, limitations and conditions as set out in Map Book 6 page 139.

Agreement in regard to Electric Service to Riverchase as set out in Misc. Book 15 page 401 in Probate Office.

Land Use Agreement, by and between The Harbert Equitable Joint Venture and Blue Cross and Blue Shield of Alabama, dated April 28, 1977 as set out in Real 1437 page 627 (Jefferson County) and in Misc. Book 19 page 890 (Shelby County) in Probate Office.