

217
STATE OF ALABAMA)
JEFFERSON COUNTY)

DURABLE POWER OF ATTORNEY

BOOK 351 PAGE 794
KNOW ALL MEN BY THESE PRESENTS, which are intended to constitute a Durable Power of Attorney, that Riverchase Office Park, Ltd., an Alabama Limited Partnership has made, constituted and appointed, and by these presents does make, constitute and appoint RC Properties Limited Partnership, a Delaware limited partnership, its true and lawful Attorney in Fact for it and in its name, place and stead in any and all matters concerning, relating or pertaining to, or in any way affecting that certain commitment letter (Submission SE-NAS-01-080890-01) and loan from Metropolitan Life Insurance Company ("MetLife") to ROSC Associates Joint Venture, in the principal amount of Two Million Nine Hundred Thousand and NO/100 Dollars (\$2,900,000.00) (hereinafter referred to as the "Loan"). Without limiting the generality of the foregoing, it does hereby specifically authorize and empower (but does not obligate) its said Attorney in Fact, acting in its name and stead, to:

(a) Execute, acknowledge and deliver one or more promissory note or notes to MetLife evidencing the mortgage(s);

(b) Execute, acknowledge and deliver one or more mortgages, assignments and/or other security instruments to MetLife conveying and assigning all or any part of the real estate owned by ROSC and described on Exhibit "A" attached hereto and the improvements located thereon securing said notes (hereinafter referred to as the "Property");

(c) Execute, acknowledge and deliver one or more assignments of present or future rents as additional security for said note(s);

(d) Execute, acknowledge and deliver one or more assignments of present or future leases;

(e) Execute, acknowledge and deliver one or more security agreements and financing statements covering all or any part of the Property;

(f) Execute, acknowledge and deliver such other instruments as may be required by the lender in connection with the Loan;

(g) Obtain insurance for all or any part of the assets of ROSC;

(h) Execute, acknowledge, and deliver one or more easements and releases of the land for rights of way, public or private, permanent or temporary, over all or any part or parts of the Property;

(i) Release any part or parts of the Property for dedication to the public or any public use, and to execute, acknowledge and deliver instruments to accomplish any such object, with or without consideration;

(j) Demand and receive any and all moneys which are, or may become due to the undersigned and are properly payable to ROSC, whether such moneys are in the form of rents, fees, or otherwise and to control and disburse such moneys in any way which the Attorney in Fact shall think to be proper under the circumstances, and to engage in all banking transactions which the Attorney in Fact shall deem to be desirable or necessary to fully effectuate any power described in this instrument;

(k) Agree upon and/or impose restrictive covenants against any or all of the Property, and to release and/or modify same from time to time;

(l) Pay any and all expenses, debts and demands due and payable at any time in connection with or relating to the Loan;

(m) Commence and prosecute to final judgment, or dismissal, any suit or suits, action or actions, real, personal and mixed, deemed by its said Attorney in Fact proper for the recovery, possession or enjoyment of any

matter or thing which is or may hereafter be due, payable, owing, belonging, accruing or appertaining to the Loan, and in any suit or action pertaining thereto (or by such attorney or attorneys or counsel for said Attorney in Fact whom it may deem necessary or proper to retain or employ), to appear and plead before any court or tribunal having jurisdiction thereof, and to agree upon all stipulations, undertakings, recognizances and other requisites in any suit or action, and any question arising on the same;

(n) Pay, on behalf of ROSC, any and all charges, costs, fees and expenses incurred in connection with the exercise of any power or authority herein given;

(o) Appoint, in the Attorney in Fact's absolute and sole discretion, on behalf of it, such members to the Executive Committee of ROSC as provided for Section 6.1 of the ROSC Associates Joint Venture Partnership Agreement; and

(p) Perform any and all acts as the Attorney in Fact may, in its discretion, deem necessary and/or appropriate;

and, further, generally to do and perform all matters and things, engage in any and all transactions, make, execute, acknowledge and deliver all contracts, undertakings, agreements, notes, orders, options, mortgages, assignments or leases, security agreements, financing statements, encumbrances, subleases, assignments of rents, assignments of subleases, and any and all other kinds of assignments, and all other writings, assurances and instruments, and any modifications thereof, of every kind which may be requisite or proper to effectuate the closing of the Loan and all matters related thereto, by action, proceeding or otherwise, as its attorney shall think to be desirable or necessary, and to defend, submit to arbitration, settle or compromise any action or other legal proceeding to which the undersigned is a party arising out

of or relating to the Loan, and to do any and all other matters or things pertaining to the Loan, with the same powers, and to all intents and purposes, with the same validity as it could if personally present (giving and granting unto its said Attorney in Fact full power to substitute one or more attorneys in or concerning the premises or any part thereof, which may be revoked at their pleasure), and hereby ratifying and confirming whatsoever its said Attorney in Fact or their substitute or substitutes shall or may do by virtue hereof in the premises.

BOOK 351 PAGE 797
This Power of Attorney is coupled with an interest and shall not be revoked as the result of any action of the undersigned or of any other person, firm or corporation. This Power of Attorney is a DURABLE POWER OF ATTORNEY and shall not be affected by the DISABILITY, INCOMPETENCY, DEATH OR INCAPACITY of any person.

The provisions of this Power of Attorney are separate and several. If any provision or part of any provision hereof be invalid, unenforceable or void, the remaining provisions and the valid parts of such provisions of which a part is invalid, void or unenforceable, shall remain valid and enforceable. If for any reason this Power of Attorney or any provision or any part of a provision hereof shall be invalid, void or unenforceable due to the same being for a period beyond which the same is enforceable and valid, the same shall remain in full force and effect only for such period during which same is valid and enforceable, at the end of which period such provision, part of provision, or, if applicable, the Power of Attorney shall expire.

No person, firm or corporation dealing with said Attorney in Fact shall be required to see to or verify the use or disposition of any moneys or things of value given and paid to said Attorney in Fact, and all such persons, firms or corporations are hereby entitled to deal with said Attorney in Fact without being responsible for the use or disposition of said moneys or other things of value.

BOOK 351 PAGE 798
To the extent that the attorney appointed by this Durable Power of Attorney, in exercising any of the powers granted hereunder, acts in good faith pursuant to the foregoing authority, such attorney shall not be held responsible for the results of the exercise of such powers.

This Power of Attorney shall be construed in accordance with the laws of the State of Alabama.

The provisions hereof shall be binding upon the undersigned, its successors and assigns.

This Power of Attorney may be executed in any number of counterparts and each of such counterparts, as well as any copies of this Power of Attorney, shall for all purposes be deemed an original.

Riverchase Office Park, Ltd. represents that it is the owner of a general partnership interest in ROSC Associates Joint Venture and that it has not transferred or assigned such interest to any other party.

IN WITNESS WHEREOF, Riverchase Office Park, Ltd. has, by its duly authorized representative(s), hereunto set its hand and seal this 7th day of May, 1991.

RIVERCHASE OFFICE PARK, LTD.

By: Metropolitan Contractors, Inc.,
its sole general partner

By: Raymond D. Gottlieb
Raymond D. Gottlieb
Its President

STATE OF ALABAMA)
JEFFERSON COUNTY)

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that Raymond D. Gottlieb, whose name as President of Metropolitan Contractors, Inc., an Alabama corporation, is signed to the foregoing Power of Attorney, and who is known to me, acknowledged before me on this day that, being informed of the contents of said instrument, he as such officer and with full authority, executed the same voluntarily for and as the act of said corporation on the day the same bears date.

Given under my hand and official seal this the 7th day of May, 1991.

Margaret M. Robinson
Notary Public

My Commission Expires: 3/10/93

MAY - 8 - 91 WED 13:29

P. 82

EXHIBIT A

Legal Description of the Realty:

Lot 1-B, according to a Resurvey of Lot 1 of Riverchase Office Park Phase II, as recorded in Map Book 14, Page 99, being a resurvey of Lot 1 of Riverchase Office Park Phase II, as recorded in Map Book 14, Page 77, in the Probate Office of Shelby County, Alabama, being more particularly described as follows:

From the Southeast corner of the NE 1/4 of SE 1/4 of Section 19, Township 19 South, Range 2 West, run in a Northerly direction along the East line of said Section for a distance of 283.46 feet; thence turn an angle to the left of 90 degrees and run in a Westerly direction for a distance of 729.70 feet; thence turn an angle to the left of 40 degrees 23 minutes 12 seconds and run in a Southwesterly direction for a distance of 262.29 feet; thence turn an angle to the right of 30 degrees 38 minutes 09 seconds and run in a Westerly direction for a distance of 303.59 feet; thence turn an angle to the right of 92 degrees 43 minutes 07 seconds and run in a Northerly direction for a distance of 328.01 feet to the Northwest corner of the Gaskill Property being the point of beginning; thence turn an angle to the left of 38 degrees 19 minutes 10 seconds and run in a Northwesterly direction 184.03 feet; thence turn an angle right of 72 degrees 04 minutes 15 seconds and run Northeasterly 422.65 feet to a point on a curved Southwest right of way line of Parkway Office Circle being concave in a Northeasterly direction and having a radius of 780.0 feet; thence turn an angle to the right of 82 degrees 30 minutes 50 seconds to the chord of said curve and run in a Southeasterly direction along the arc of said curve for a distance of 33.39 feet to the end of said curve; thence run in a Southeasterly direction along a line tangent to the end of said curve for a distance of 177.95 feet to a point of beginning of a second curve, said second curve being concave in a Southwesterly direction and having a radius of 310.0 feet and a central angle of 64 degrees 06 minutes; thence run along the arc of said curve for a distance of 346.81 feet to the end of curve; thence run in a Southeasterly direction along a line tangent to the end of said curve for a distance of 72.16 feet to the most Northerly corner of the Gaskill property; thence turn an angle to the right of 84 degrees 11 minutes 48 seconds and run in a Southwesterly direction for a distance of 495.17 feet to the point of beginning.

According to the survey of Johnny L. Riddlesperger Al. Reg. No. 14284 last revised November 14, 1990.

Together with all right, title and interest in and to the easements, rights, and restrictions contained in that certain Declaration of Reciprocal Access, Utilities, Drainage and Parking Easement as recorded in Real Book 323, Page 94 in the Probate Office of Shelby County, Alabama.

STATE OF ALABAMA
I CERTIFY THIS INSTRUMENT WAS FILED

91 JUL -3 PM 3:29

JUDGE OF PROBATE

1. Doc Fee	_____
2. Reg Fee	_____
3. Recording Fee	17.50
4. Lending Fee	3.25
5. No Tax Fee	_____
6. Caravan Fee	1.00
Total	21.75