

Return To: *Thomas Mack*
2162 Hwy 31 So
Pelham, AL 35124

Stock Sell Agreement

THIS AGREEMENT is made effective the 1st day of February, 1995 between Henry Owen (BUYER) and Brandon L. Blankenship (SELLER), in multiple copies, each of which constitutes an original, and is based on these circumstances:

SELLER is the sole shareholder of AVC, Incorporated, an Alabama Corporation (AVC). SELLER now desires to sell all of his stock in AVC, all of which BUYER desires to buy.

In consideration of the mutual agreements below, the parties agree to these terms and conditions:

1. SELLER agrees to sell and BUYER agrees to buy all the outstanding stock of AVC, for aggregate price of Fifty Thousand Dollars (\$50,000).

2. Payments are due on or before February 1, 1996.

3. From the date of closing, BUYER will have the right to use the business name "American Video Concepts" or any variation of it, or any combination of it with other names. SELLER agrees not to use the name or any variation or combination of it, after closing.

4. BUYER warrants that it (i) is purchasing the stock for purposes of investment and with no view to resale or distribution; (ii) is familiar with the financial and other circumstances of AVC; (iii) recognizes the risks represented by this purchase of the stock; and (iv) is in a financial position such that loss of this investment will not present any undue hardship on the BUYER; (v) acknowledges that AVC is sold "as is".

5. At closing, and as required thereafter, SELLER will make available to BUYER, on request, originals or copies of all correspondence, accounting, or other documents necessary to conduct AVC in a normal manner.

6. Each party will pay its respective attorney and accountant fee outside closing.

7. Closing shall be held at 6:30 a.m., February 1st 1995, at place that is agreeable to the parties. Possession of the assets purchased shall be delivered on the date of closing.

8. SELLER agrees that the attached Creditor Schedule is a list of all existing creditors that are not reflected on the financial statements and the amounts owed as of the above closing date.

BUYER agrees to cause AVC to pay all these obligations after closing. BUYER hereby indemnifies and agrees to hold SELLER harmless of and from any and all loss or liability or both (including attorney fees and costs) arising out of any obligation owed by BUYER and/or AVC as of the date of closing.

9. Each party hereby indemnifies and agrees to hold the other harmless of and from any and all loss or liability or both (including attorney fees and costs) arising out of any failure of any representation or warranty made by such party in this agreement.

Paragraph 9 shall be continuing, and the agreements in it shall survive closing, and be applicable to any other document arising out of this agreement.

Inst # 1995-11346

Inst # 1995-11346
05/02/1995
09:22 AM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
020 MCD 56.00

10. The SELLER assumes all risk of destruction, loss or damage due to fire or other casualty to the assets of AVC prior to the closing date. If there is any such destruction, loss or damage the purchase price shall be adjusted at the closing to reflect such destruction, loss or damage.

11. Prior to closing, SELLER will terminate all stock purchase agreements, buy-sell agreements, and any other restrictions on the sale of any stock of AVC.

12. All notices to be given hereunder shall be in writing and shall be deemed to be duly received or made if mailed by United States Registered Mail or Certified Mail:

if to SELLER, to: Brandon L. Blankenship
 Post Office Box 361285
 Birmingham, AL 35236

if to BUYER, to: Henry Owens
 132 Winnetka Way
 Birmingham, AL 35215

13. BUYER may assign this agreement to a corporation of which he is at least fifty percent (50%) shareholder.

14. Alabama law shall govern this agreement. The parties agree to do any and all things, and sign any and all documents necessary or appropriate to carry out the purposes of this agreement. This agreement shall be specifically enforceable in any court of general jurisdiction in Shelby County, Alabama. This agreement shall be binding upon, and shall run to the benefit of, the parties hereto, their heirs, personal representatives, successors, and assigns.

15. The provisions of this agreement or any other agreement contemplated by it or both are severable, and if any paragraph, sentence, or portion of any such agreement is found to be illegal or unenforceable, the remainder shall remain in full force and effect.

16. All costs to enforce this agreement, whether by litigation or otherwise, including reasonable attorney fees, shall be payable to the prevailing party, whether litigation has been instituted or not.

17. All parties agree not to sue any other for breach or alleged breach of this agreement, until the aggrieved party shall have notified the other party in writing, specifying in detail the breach alleged to have occurred. The aggrieved party shall make at least one representative, fully authorized to settle in all respects, available to the other party for at least one(1) full hour at a reasonable time within two (2) weeks of the date of the notice, at the request of the other party. If the parties shall not have settled their differences within thirty (30) days after the notice is given, the aggrieved party may then, and only then, bring an action in proper court. This paragraph shall be continuing and the agreements in it shall survive closing, and be applicable to any other documents arising out of this agreement.

18. The following are representations and warranties that with the sole exception of the items shown on the Disclosure Schedule, attached, SELLER makes with respect to this purchase as an inducement to BUYER to enter into this Agreement, which shall be deemed to be continuing representations and warranties, and which shall survive the closing hereof:

A. SELLER is the sole owner of all stock and ownership interests in AVC with full right to sell or dispose of the same as he may choose, and no other person or persons whatsoever have any claim, right, title, interest, or lien in, to or on said stock and ownership interests, and all shares of AVC are fully paid and non assessable;

B. SELLER owes no obligation and has contracted no liabilities affecting said property and assets described in this contract that might affect consummation of the purchase and sale, nor will such purchase and sale conflict with or violate any agreement or law or regulation to which SELLER is subject;

C. SELLER has not been notified of any uncorrected violations of any law, regulation, code, ordinance, administrative order, or ruling, concerning AVC or the premises on which it is conducted;

D. There are not any claims, encumbrances, or liens of any kind or description against AVC, any of its assets, nor against the stock hereinabove agreed to be sold by SELLER to BUYER and no judgements and no suits at law or equity and no attachments, proceedings, or litigation or claims of any kind or nature or in any forum (legal, equitable, administrative, through arbitration, or otherwise) are pending against or with AVC;

E. The making of this Agreement and the consummation of the transactions contemplated herein do not and will not conflict with any provision of AVC's Articles of Incorporation or By-Laws, or result in a breach of any provision of, or constitute a default under, any agreement or instrument to which SELLER or AVC or both is a party or by which it is bound;

F. AVC is duly organized and is in good standing in Alabama;

G. No representations are made with respect to the condition of the tangible property of AVC that is being retained in AVC "as is";

H. No pension, or profit sharing, or similar liability will accrue against AVC nor against BUYER as a result of BUYER purchasing this stock nor as a result of the AVC hiring persons who were at any time employees of SELLER or AVC;

I. All financial statements provided by SELLER to BUYER are true, accurate, and complete, and pending the closing AVC will be conducted only in the ordinary course, and there has not been since December 31, 1994 (i) any material adverse change in the business, prospects, financial condition or operations of AVC; (ii) any material adverse change in the quality, collectability, composition, or maturity of the receivables being retained by AVC hereunder; (iii) any damage, destruction or loss, whether covered by insurance or not, materially and adversely affecting the properties and businesses of AVC; (iv) any strike or other labor dispute; (v) any declaration, setting aside or payment of any dividend or distribution (whether in cash, securities or property) in respect of the capital stock of AVC, or any redemption or other acquisition of its capital stock by AVC, other than as required by this Agreement; (vi) any recapitalization, amendment to AVC's articles of incorporation or by-laws, issue or sale by AVC of its capital stock or any securities convertible into, or options, warrants to purchase or rights to subscribe to, any shares of its capital stock; (vii) any increase in the compensation payable or to become payable by

AVC to its officers or key employees, or any adoption of or increase in any bonus, insurance, pension, or other employee benefit plan, payment, or arrangement made to, for or with any such officers or key employees; (viii) any entry into any material commitment or transaction, including without limitation any material borrowing or capital expenditure; nor (ix) any change by AVC in accounting methods or principles; and no such actions will occur prior to the Closing, except as permitted herein or authorized in writing by the BUYER. However, items listed as owed to creditors above are not reflected in the financial statements;

J. All tax returns required to be filed with respect to AVC have been properly filed; there are no pending reviews or audits or both by the Internal Revenue Service of federal income tax returns nor by any state department of revenue of state income tax returns of AVC and no extensions or waivers have been executed by AVC for any such review;

K. AVC does not own, nor has it within the last 36 months owned, nor will it between now and the date of closing own, 5 percent (5%) or more of any customer or supplier of AVC, nor during that time has any customer or supplier of AVC owned five percent (5%) or more of AVC.

2/1/95 J. SELLER has informed BUYER that he has been named in a civil law suit and also in an indictment and that he is selling AVC to raise money for legal fees.

The parties have signed this agreement effective February 1st, 1995.

Brandon L. Flaherty
SELLER

Denny Stewart
BUYER

Subscribed and sworn to before me on this, the 1 day of February, 1995 in witness whereof I hereunto subscribe my name and affix the seal of my office.

Robert D. Jenkins
Signature of Notary Public
MY COMMISSION EXPIRES DECEMBER 10, 1995
My commission expires _____

CREDITOR SCHEDULE

Creditor

Amount Owed

Hume Group
P.O. Box 670597
Marietta, GA 30066

Approximately \$34 per month. Can be cancelled with 30 day notice.

Tim B.

Corporation has agreed to help him sell his route.

GRB Productions
P.O. Box 750
Opelika, AL 36801

Owe a total of \$7,000 for displays that they have manufactured and are warehousing for AVC. AVC is required to pay them \$14 for each display that they ship. They now ship directly to Executive Promoters.

Outstanding Locations To Establish

Approximately 460

Outstanding Product To Ship

3 Complete Setups including displays, product, etc.

Larry & Isra Franks
105 Trade Center Drive
Birmingham, AL 35244

\$1,200 per month rent.

Miscellaneous Vendors

Phone, Utilities, Advertising, Freight, Office Supplies, Etc.

Employees/ Independent Contractors

All employee and independent contractor agreements may be terminated at will.

[Signature] 2/1/95

2/1/95

DISCLOSURE SCHEDULE

1. Financial statements are not audited nor have they been reviewed by a CPA.
2. No provision has been made for 1994 corporate income taxes.
3. The items in the Creditor Schedule are not reflected on the financial statements.

BR 2/1/95

Jeffrey 2-1-95

PROMISSORY NOTE
(Long Form)

FOR VALUE RECEIVED, the undersigned hereby jointly and severally promise to pay to the order of Brandon L. Blankenship and no others-----, the sum of Forty Nine Thousand Dollars and 00/100-----, (\$49,000.00-----) Dollars, together with interest thereon at the rate of 8 % per annum on the unpaid balance. Said sum shall be paid in the manner following: Payment due in full on or before February 1, 1996.

All payments shall be first applied to interest and the balance to principal.

This note may be prepaid, at any time, in whole or in part, without penalty.

This note shall at the option of any holder hereof be immediately due and payable upon the occurrence of any of the following:

1. Failure to make any payment due hereunder within days of its due date.
2. Breach of any condition of any security interest, mortgage, pledge agreement or guarantee granted as collateral security for this note.
3. Breach of any condition of any security agreement or mortgage, if any, having a priority over any security agreement or mortgage on collateral granted, in whole or in part, as collateral security for this note.
4. Upon the death, dissolution or liquidation of any of the undersigned, or any endorser, guarantor or surety hereto.

5. Upon the filing by any of the undersigned of an assignment for the benefit of creditors, bankruptcy, or for relief under any provisions of the Bankruptcy Code; or by suffering an involuntary petition in bankruptcy or receivership not vacated within thirty days.

In the event this note shall be in default, and placed with an attorney for collection, then the undersigned agree to pay all reasonable attorney fees and costs of collection. Payments not made within five days of due date shall be subject to a late charge of 10 % of said payment. All payments hereunder shall be made to such address as may from time to time be designated by any holder hereof.

The undersigned and all other parties to this note, whether as endorsers, guarantors or sureties, agree to remain fully bound hereunder until this note shall be fully paid and waive demand, presentment and protest and all notices thereto and further agree to remain bound, notwithstanding any extension, modification, waiver, or other indulgence by any holder or upon the discharge or release of any obligor hereunder or to this note, or upon the exchange, substitution, or release of any collateral granted as security for this note. No modification or indulgence by any holder hereof shall be binding unless in writing; and any indulgence on any one occasion shall not be an indulgence for any other of future occasion. Any modification or change of terms, hereunder granted by any holder hereof, shall be valid and binding upon each of the undersigned, notwithstanding the acknowledgment of any of the undersigned, and each of the undersigned does hereby irrevocably grant to each of the others a power of attorney to enter into any such modification on their behalf. The rights of any holder hereof shall be cumulative and not necessarily successive. This note shall take effect as a

sealed instrument and shall be construed, governed and enforced
in accordance with the laws of the State of Alabama.

Henry G. Owens

Henry G. Owens

Received \$1.00 From Henry Owen
For Stock Purchase.

Brandon L. Gladen

ALABAMA DRIVER LICENSE

Alabama the Beautiful

EXPIRATION DATE
04-24-1996

NED W. McHENRY
DIRECTOR OF PUBLIC SAFETY

HENRY GRAHAM OWENS
132 WINNETKA WAY
BIRMINGHAM AL 35215

NUMBER	SEX	DATE OF BIRTH
3126879	M	02-08-1943
CLASS	ENDORSE.	ISSUE DATE
DM		04-17-1992
HGT.	WHT.	EYES
5'09	195	BLU
HAIR	B-CARD	RESTRICTIONS
GRY		



SIGNATURE

371 92108025

HENRY OWENS
OR **SANDRA OWENS**
132 WINNETKA WAY 856-3435
BIRMINGHAM, AL 35215

3404

2-1 19 97 61-8656/2620

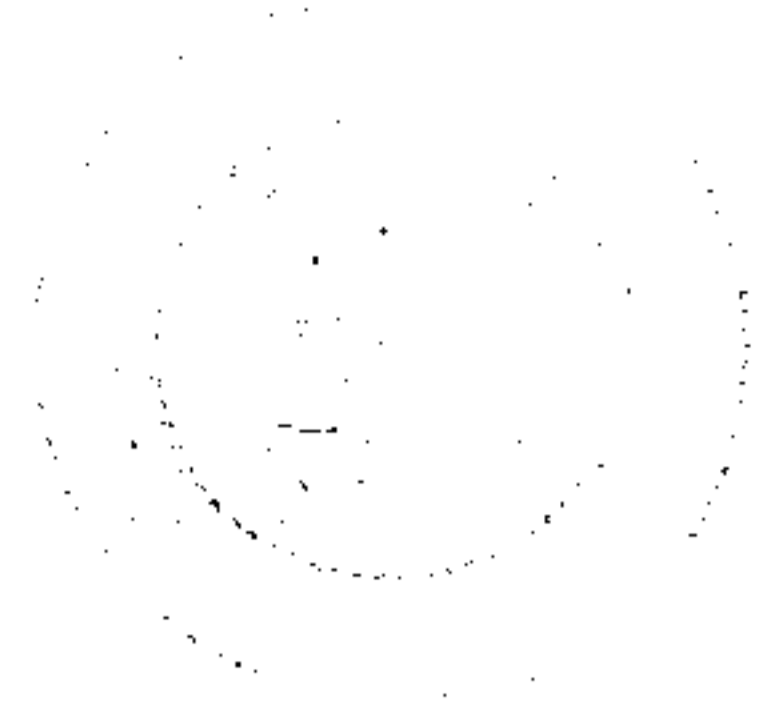
Pay to the order of Brandon L. Blalock \$ 999.00
Nine hundred & Ninety Nine & 00/100 Dollars

UNIVERSITY CREDIT UNION
1117 SOUTH 14TH ST. B'HAM, AL 35205

For Stock Purchase Dorothy Owens

⑆ 262086561⑆ 7510057210⑆ 3404

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The following abbreviations, when used in the inscription on the face of this certificate, shall be construed as though they were written out in full according to applicable laws or regulations. Additional abbreviations may also be used though not in the list.

TEN COM	— as tenants in common	UNIF GIFT MIN ACT —	Custodian..... (Minor)
TEN ENT	— as tenants by the entireties	under Uniform Gifts to Minors Act.....	(State)
JT TEN	— as joint tenants with right of survivorship and not as tenants in common		

For value received, the undersigned hereby sells, assigns and transfers unto
Henry Owens

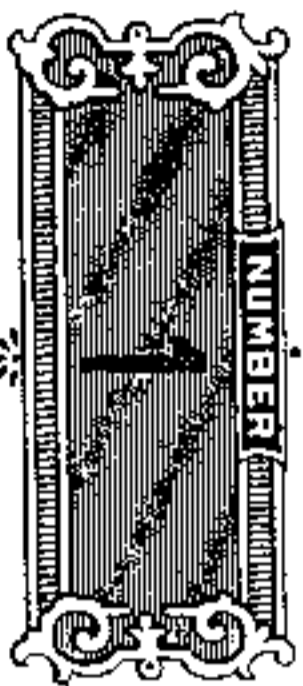
PLEASE INSERT SOCIAL SECURITY OR OTHER IDENTIFYING NUMBER OF ASSIGNEE

PLEASE PRINT OR TYPEWRITE NAME AND ADDRESS OF ASSIGNEE
132 Winnetka Way, Birmingham, AL 35205
One and 00/100----- Shares
represented by the within Certificate, and hereby irrevocably constitutes and appoints
Theresa Tkacik----- Attorney to transfer the said
shares on the books of the within-named Corporation with full power of substitution in the premises.

Dated 2-4-95
In presence of
Maisha Lantz

Frederick L. Staker

NOTICE: The signature to this assignment must correspond with the name as written upon the face of the certificate in every particular without alteration or enlargement, or any change whatever.



INCORPORATED UNDER THE LAWS OF THE STATE OF ALABAMA

AVC, INC.

The Corporation is authorized to issue 100 Common Shares -- Par Value \$10.00 each

The Certificates that

Brandon L. Blankenship

One Hundred and 00/100-----

is the owner of
fully paid and
non-assessable Shares of the above Corporation transferable only on the
books of the Corporation by the holder hereof in person or by duly authorized
Attorney upon surrender of this Certificate properly endorsed.

In Witness Whereof, the said Corporation has caused this Certificate to be signed
by its duly authorized officers and to be sealed with the Seal of the Corporation.
Dated 9-15-94

SECRETARY


PRESIDENT

WAIVER OF NOTICE
OF MEETING OF SHAREHOLDERS
OF AVC, INCORPORATED

We, the undersigned, being all of the shareholders of AVC, Inc., a corporation, organized and existing under the laws of the State of Alabama, desiring to hold a meeting of the shareholders, hereby severally waive all notice (including but not limited to notice of the time, place and purpose) of such meeting, to be held in Pelham, Alabama, on the 4th day of February, 1995 at 10:00a.m.

And we hereby further consent and agree to the holding of such meeting and to the transaction of business that may be done or brought up at said meeting, and we hereby further severally agree that any proceedings and any and all business transacted at this meeting and at any meeting or meetings to which the meeting may be adjourned, shall be as valid and legal, and as of the same force and effect as if the meeting were held after due notice was given and published.

Executed this 4th day of February, 1995.


Henry Owens

swaiver.frm

MINUTES OF THE MEETING OF THE SHAREHOLDERS OF
AVC, INCORPORATED

The meeting of the shareholders of AVC, Inc. was held in Pelham, Alabama, on the 4th day of February, 1995, at 10:00a.m.

The meeting was called to order by the unanimous consent of the shareholders.

Present at the meeting was Henry Owens, who constituted all of the shareholders.

Upon motion duly made and seconded, Henry Owens was elected Chairman and Secretary of the meeting. He accepted the respective offices and proceeded with the discharge of his duties. The Chairman announced that the meeting was open for the transaction of business.

The Secretary for the meeting presented to the meeting a written waiver of notice of the meeting signed by all of the shareholders of the Corporation. On motion duly made and seconded, it was ordered that such waiver be filed with the minutes of the meeting.

The Chairman reported that on the 1st day of February, 1995 he had purchased all of the stock that was owned by Brandon L. Blankenship.

The Chairman reported that on the 2nd day of February, 1995, he received by hand delivery a letter of resignation from Brandon L. Blankenship. The Chairman then presented to the meeting the aforementioned letter of resignation. The letter was read and upon motion duly made and seconded, Brandon L. Blankenship's resignation as board member of AVC, Inc. was accepted and it was ordered that a copy of his resignation letter be filed with the minutes of the meeting.


The Chairman then stated that the next order of business was the election of a new Board of Directors for the Corporation. Thereupon, on motion duly made and seconded, the following were nominated:

NAME

Henry Owens

No other nominations having been made, the above mentioned persons were unanimously elected to the Board of Directors for which they were nominated, to hold office at the pleasure of the shareholders and until their successors are elected and qualified.

There being no other business to come before the meeting, the same was, on motion duly made and seconded, adjourned.



Henry Owens, Chairman and Secretary

**WAIVER OF NOTICE
OF MEETING OF THE BOARD OF DIRECTORS
OF AVC, INCORPORATED**

We, the undersigned, being all of the members of the Board of Directors of AVC, Inc., a corporation, organized and existing under the laws of the State of Alabama, desiring to hold a meeting of the Board of Directors, hereby severally waive all notice (including but not limited to notice of the time, place and purpose) of such meeting, to be held in Pelham, Alabama, on the 4th day of February, 1995 at 11:00a.m.

And we hereby further consent and agree to the holding of such meeting and to the transaction of business that may be done or brought up at said meeting, and we hereby further severally agree that any proceedings and any and all business transacted at this meeting and at any meeting or meetings to which the meeting may be adjourned, shall be as valid and legal, and as of the same force and effect as if the meeting were held after due notice was given and published.

Executed this 4th day of February, 1995.


Henry Owens

baiver.frm

MINUTES OF THE MEETING OF THE BOARD OF DIRECTORS OF
AVC, INCORPORATED

The meeting of the shareholders of AVC, Inc. was held in Pelham, Alabama, on the 4th day of February, 1995, at 11:00a.m.

The meeting was called to order by the unanimous consent of all the Directors.

Present at the meeting was Henry Owens, who constituted all of the Directors.

Upon motion duly made and seconded, Henry Owens was elected Chairman and Secretary of the meeting. He accepted the respective offices and proceeded with the discharge of his duties. The Chairman announced that the meeting was duly convened and ready to transact business as may lawfully come before it.

The Secretary for the meeting presented to the meeting a written waiver of notice of the meeting signed by all of the shareholders of the Corporation. On motion duly made and seconded, it was ordered that such waiver be filed with the minutes of the meeting.

The Chairman reported that on the 2nd day of February, 1995, he received by hand delivery a letter of resignation from Brandon L. Blankenship. The Chairman then presented to the meeting the aforementioned letter of resignation. The letter was read and upon motion duly made and seconded, Brandon L. Blankenship's resignation as president and secretary of AVC, Inc. was accepted and it was ordered that a copy of his resignation letter be filed with the minutes of the meeting.

The Chairman then stated that the next order of business was the election of a new Officers for the Corporation. Thereupon, on motion duly made and seconded, the following were nominated:

<u>NAME</u>	<u>OFFICE</u>
Henry Owens	President and Secretary / Treasurer

No other nominations having been made, the above mentioned persons were unanimously elected to the offices for which they were nominated, to hold office at the pleasure of the Board of Directors and until their successors are elected and qualified.

The Chairman then stated that the Corporation had received notice that Brandon L. Blankenship had transferred 100 shares of his stock to Henry Owens and suggested that the Corporation issue and deliver stock certificates to Henry Owens. Thereupon, on motion duly made and seconded, the following resolution was adopted:

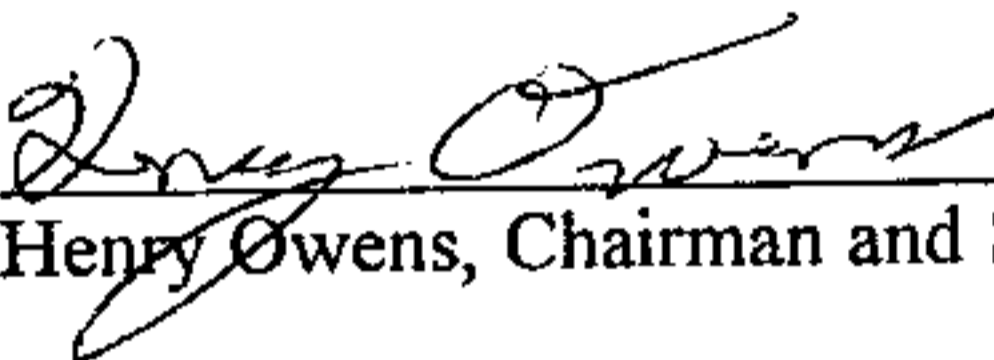
RESOLUTION, That the appropriate officers of the Corporation be, and hereby are,

authorized and directed to execute, issue and deliver to Henry Owens the aforementioned stock transfer of non-assessable common stock of the Corporation having a par value of ten dollars (\$10) per share.

The Chairman stated that it will be necessary for the new President to have full authority on the current bank accounts for the Corporation and that it may be necessary to open a new account with another bank for added banking convenience.

RESOLUTION, That the Board of Directors gave approval to the attached resolution approving AMSOUTH BANK as the banking institution which the Corporation will do business. Further, the Board of Directors gave approval for the President to establish an account with COLONIAL BANK if he so deems necessary.

There being no other business to come before the meeting, the same was, on motion duly made and seconded, adjourned.


Henry Owens, Chairman and Secretary

AmSOUTH

Certified Copy of Resolution of the Board of Directors

~~XXXX~~ AVC, Incorporated

"RESOLVED, that AVC, Incorporated (the "Bank") be named as a depository in connection with which a Companion Checking Account is designated on the signature card of the savings account and except for AmSouth Insured Money Market Investment Accounts ("Investment Accounts") the funds deposited with the Bank may be withdrawn upon a written check, draft, note or order of the Organization signed by any one (1) of the following:

Henry Owens

(Name)

President

(Title)

and no others

Inst # 1995-11346

and countersigned by any none of the following:

N.A.

(Name)

05/02/1995-11346
09:22 AM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE

020 MCD

56.00

(Title)

whose signatures shall be duly certified to the Bank, and in the case of a savings account for which a Companion Checking Account is designated on the signature card or an AmSouth Insured Money Market Checking Account ("Money Market Checking Account") or an Investment Account, and in the case of a checking account which is designated as a Companion Checking Account on the signature card of a savings account or in the case of an account designated for telephone transfers in connection with a Money Market Checking or Investment Account, funds deposited with the Bank in such accounts may be withdrawn to other accounts by oral order of any one of the following:

Henry Owens

(Name)

President

(Title)

and no others

and the Bank is authorized (1) in the case of savings accounts, to honor said written or, when a Companion Checking Account is designated on the signature card for a savings account, oral orders (including oral orders made by telephone) in accordance with the Rules and Regulations of the Bank with respect to these accounts or telephone transfers as now in force and as they may be amended from time to time by the Bank; (2) in the case of Money Market Checking or Investment Accounts for which a telephone banking service authorization has been executed to honor oral orders (including oral orders made by telephone) in accordance with the Rules and Regulations of the Bank with respect to these accounts or telephone transfers as now in force or as they may be amended from time to time by the Bank; and (3) in the case of any of the Organization's depository accounts, to pay checks, drafts, notes or orders, or to receive the same for credit of, or in payment from the payee, or any other legal holder when so signed, without inquiry into the circumstances or the disposition of their proceeds, whether drawn to the individual order or tendered in payment of individual obligations of the officers above named or other officers of the Organization, or otherwise; and (4) in the case of an account which has been designated as a Companion Checking Account on the signature card of a savings account or has been designated in conjunction with telephone transfers to or from a Money Market Checking or Investment Account, to honor oral orders (including oral orders made by telephone) in accordance with the Rules and Regulations of the Bank with respect to that type of account or telephone transfers as now in force and as they may be amended from time to time by the Bank.

"RESOLVED FURTHER, that, since the Bank has no way of determining the validity of checks or other written orders bearing facsimile signatures, the Organization hereby releases the Bank from any liability for unauthorized use of the Organization's facsimile signature device.

"RESOLVED FURTHER, that, if this resolution pertains to an Interest-on-Checking II Account or AmSouth Insured Money Market Not-for-Profit Checking Account, the Organization hereby certifies that it is not operated for profit and is operated primarily for religious, philanthropic, charitable, educational or other similar purposes, or that it is a governmental entity.

"RESOLVED FURTHER, that, if this resolution pertains to an Interest-on-Checking II or AmSouth Insured Money Market Not-for-Profit Checking escrow account, then the Organization hereby certifies that all deposits in the account are held for the benefit of individual or governmental entities or not-for-profit organizations operated primarily for religious, philanthropic, charitable, educational or other similar purposes.

"RESOLVED FURTHER, that these resolutions shall continue in force until notice from the Organization to the Bank to the contrary in writing.

I hereby certify that the foregoing is a true and correct copy of resolutions duly adopted at a meeting of the Board of Directors of AVC, Incorporated at Pelham, Alabama on the 4th day of February, 1995, at which a majority of the Directors were present, constituting a quorum for the transaction of business.

IN WITNESS WHEREOF, I have hereunto affixed my name as Secretary and have caused the corporate seal of said Organization to be hereunto affixed this 4th day of Feb., 1995.

(SEAL)

Henry Owens
Sec