

**CERTIFIED COPY OF RESOLUTIONS  
OF THE MEMBERS OF  
COLUMBIANA PROPERTIES, L.L.C. (the "Company")  
ADOPTED DECEMBER 5, 1995**

**RESOLVED**, that Samuel W. Sharp and Scott R. Hinkle, as the members of the Company (the "Members") are, and they hereby are authorized and directed to execute and deliver in the name and on behalf of the Company a Construction Loan Agreement (the "Loan Agreement") between the Company and First Commercial Bank (the "Lender"), under which Loan Agreement the Lender shall agree to make a construction/permanent loan (the "Loan") to the Company for the construction of a project generally described as a Brookwood Medical Center Facility in Columbiana, Alabama (the "Project"), which Loan shall be in a maximum principal amount not to exceed \$1,360,000.00 payable as to principal and interest as set forth in the Loan Agreement and that certain promissory note referenced therein, the form of which promissory note is attached hereto as Exhibit "A"; and

**RESOLVED FURTHER**, that the Loan Agreement shall contain such other terms, covenants, provisions and conditions in addition to those set out above as may seem necessary or desirable to the Members of the Company executing and delivering the Loan Agreement (the execution of the Loan Agreement to be conclusive proof that all terms, covenants, provisions and conditions thereof are deemed necessary and desirable by said Members); the form of the Loan Agreement presented to this meeting is hereby approved; and

**RESOLVED FURTHER**, that the Members are, and they hereby are, authorized to sign and deliver in the name of the Company a promissory note evidencing such borrowing, said notes to be in the principal amount specified in the Loan Agreement and to bear interest at the rate specified in the promissory note and to contain the terms, covenants, provisions and conditions provided for in the Loan Agreement; and

**RESOLVED FURTHER**, that the Members, are and they hereby are, authorized and directed, in the name and on behalf of the Company, to deliver the following documents, which shall constitute the Security Documents referred to in the Loan Agreement, and shall contain such terms, covenants, provisions and conditions as may seem necessary or desirable to the Members of the Company executing and delivering the same (the execution thereof to be conclusive proof that all terms, covenants, provisions and conditions thereof are deemed necessary and desirable by said Members):

(a) Promissory Note in the principal amount of \$1,360,000.00;

(b) a Mortgage, Assignment of Rents and Leases, and Security Agreement, and UCC-1 Financing Statements granting to the Lender a first priority mortgage lien on the real estate described in Exhibit "B" attached to these resolutions, together with all improvements and fixtures now or hereafter located thereon, including the Project;

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(c) Construction Loan Agreement; and,

(d) Borrower's Affidavit.

**RESOLVED FURTHER**, that the Members of the Company are hereby further authorized and directed to enter into a construction contract with Hallmark Builders, Inc., and an architectural contract with McKinney & Fridl Architects for the construction of the Project on the Land, which Project shall conform to the plans and specifications referred to in the Loan Agreement. Said construction contract and architectural contract shall contain such terms and provisions as shall meet the approval of the Lender and such Members of the Company, and shall be assigned to the Lender as additional security for the Loan on such conditions and terms as such Members may approve; and

**RESOLVED FURTHER**, that the Members are, and they hereby are, authorized and directed, in the name and on behalf of the Company, to request disbursements of the proceeds of said borrowing and to direct the disposition of such proceeds, and to otherwise act on behalf of the Company in connection with the transactions contemplated by the Loan Agreement and the related documents, and the Lender may conclusively rely on the authority granted herein with respect to such Members until the Lender shall have received copies certified by all members of the Company of further resolutions adopted by the members of the Company cancelling or amending the authority granted under these resolutions; and

**RESOLVED FURTHER**, that the Members of the Company are hereby further authorized to perform all acts, sign all such agreements and other papers, execute all such transfers, certificates and conveyances, and do all such other matters and things, including the faithful performance by the Company, of the Members acting in its behalf, of all agreements made in connection with the Loan, which to such Members shall seem proper or which may be required by the Lender as a condition to, or as desirable in connection with, the Loan; it being intended hereby to give and grant to the Members of the Company full and complete authority to negotiate for, and obtain, the Loan and to secure the same to such extent, and in such way, as shall meet the requirements of the Lender, and to close the Loan in all respects as shall make the same binding on the Company in accordance with the provisions and conditions of the Loan Agreement and the other documents described above; and

**RESOLVED FURTHER**, that wherever the approval or satisfaction of any Members of the Company is required in connection with any document, item or matter referred to in the foregoing resolutions, such approval or satisfaction shall be conclusively signified and evidenced by such Members' execution of such document or a document relating to such item or matter.

#### **Certificate**

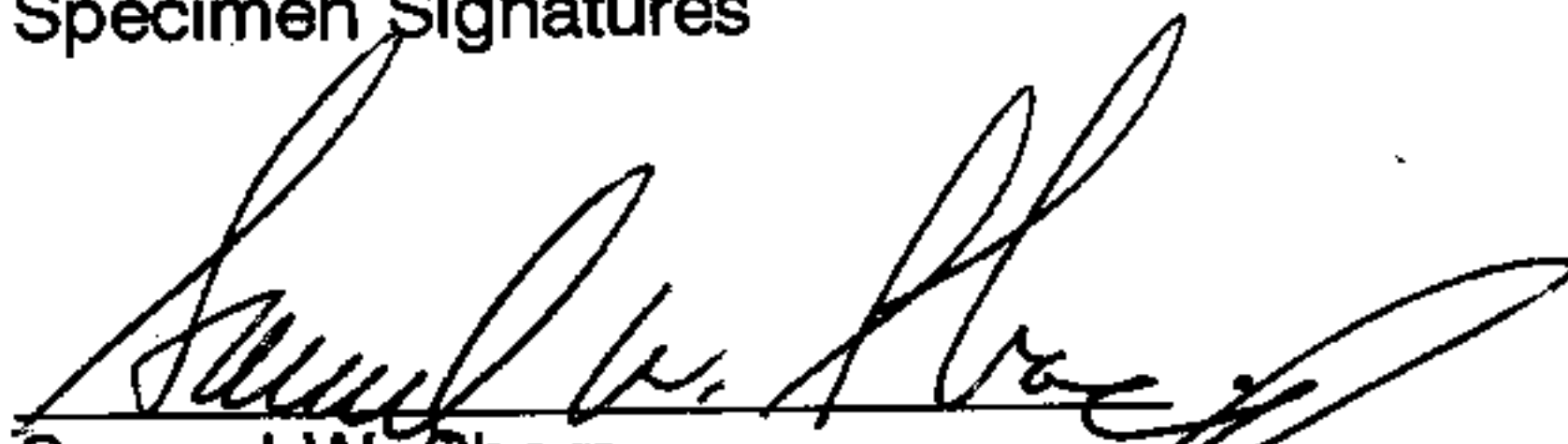
The undersigned, as all of the members of Columbiana Properties, L.L.C., a limited

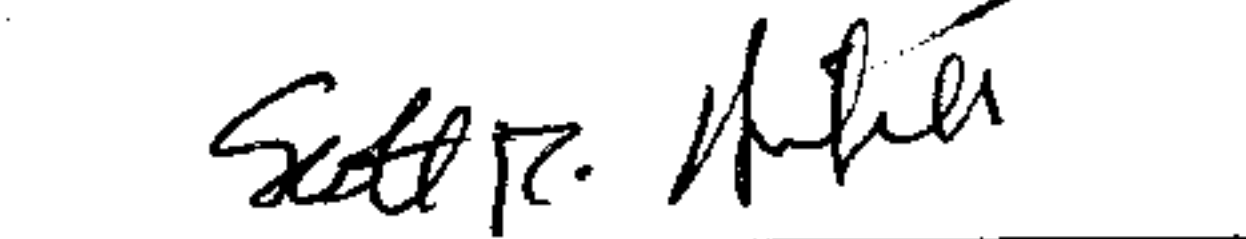
liability company duly organized and existing under the laws of the State of Alabama, do hereby certify that the foregoing is a full, true and correct copy of Resolutions of the members of said liability company, duly and regularly passed and adopted at a meeting of the members of said liability company which was duly and regularly called and held on the 5th day of December, 1995 at which meeting a quorum of the members of said limited liability company were at all times present and acting.

The undersigned hereby certify that said resolutions are still in full force and effect, have not been amended or revoked and that the specimen signature appearing below are the signatures of the Members authorized to sign for this company by virtue of said resolutions.

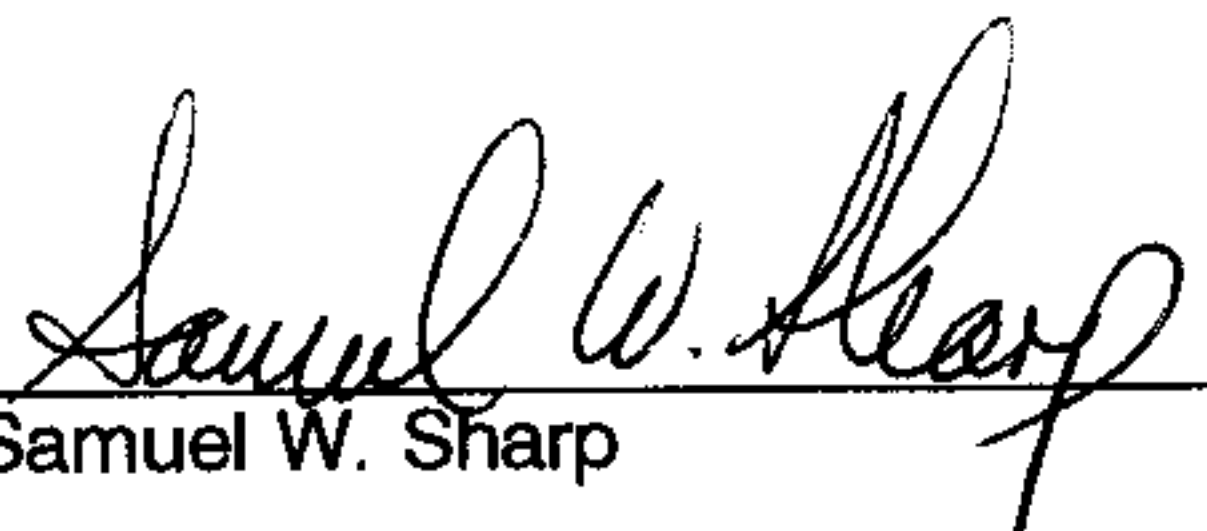
The undersigned further certify that the Articles of Organization of Columbiana Properties, L.L.C., filed in the Jefferson County Probate Office, State of Alabama, Instrument Number 9511/1255 on October 10, 1995, have not been amended, modified or altered, and the Operating Agreement of Columbiana Properties, L.L.C., dated November 1, 1995, has not been amended, modified or altered, and both the Articles of Organization and Operating Agreement are in full force and effect.


Specimen Signatures

  
Samuel W. Sharp

  
Scott R. Hinkle

**IN WITNESS WHEREOF**, each of the undersigned has set his hand as such a member this 5th day of December, 1995.

 (Seal)  
Samuel W. Sharp

 (Seal)  
Scott R. Hinkle



# EXHIBIT A

## PROMISSORY NOTE

**\$1,360,000.00**

**Birmingham, Alabama  
December 5, 1995**

**FOR VALUE RECEIVED**, the undersigned **Columbiana Properties, L.L.C.**, an Alabama Limited Liability Company (the "Maker"), hereby promises to pay to the order of **First Commercial Bank** (hereinafter, together with any other holder of this note, called the "Lender"), at Lender's Office in Birmingham, Alabama, or at such other places as the Lender may designate from time to time, in lawful money of the United States of America, the principal sum of **One Million Three Hundred Sixty Thousand and No/100 Dollars (\$1,360,000.00)** or as much thereof as may be advanced by Lender hereunder, and to pay interest from the date hereof (computed on a 360 day year) on the unpaid balance of the principal sum of the amount advanced hereunder in like money, at the rate of 8.87% per annum from the date advanced, as follows:

- a) From the date hereof, up to and including April 1, 1996, interest only payable at a fixed rate of 8.87% per annum (computed on a 360 Day Basis) on the unpaid principal balance thereof outstanding from time to time in arrears on the first day of each month with the first payment due January 1, 1996, and on the first day of each month thereafter, and
- b) As of May 1, 1996, principal and interest shall be payable in 240 consecutive monthly installments of principal and interest, payable in arrears, with the first payment due on June 1, 1996, and on the first day of each month thereafter, with such principal and interest installments due hereunder being an amount that would fully amortize the outstanding principal balance due with interest fixed at 8.87% per annum in consecutive equal monthly installments of principal and interest over a twenty-year period; and
- c) The entire outstanding principal balance, with accrued interest, shall be due and payable on or before May 1, 2001.

Maker shall pay to Lender a late charge equal to five per cent (5%) of any amount, including any interest, not paid within ten (10) days of the due date of such amount, not as a penalty, but as compensation to the Lender for the cost of collecting and processing such late payment. Maker agrees that such late charge represents a good faith reasonable estimate of the probable cost to Lender of such delinquency. Lender shall have no obligation to accept any late payment not accompanied by said late charge, but if Lender does so, Lender shall not thereby waive its right to the late charge.

This note is secured by the following instrument or instruments executed and delivered to the payee Bank (such instrument or instruments are hereinafter referred to as the "Security Document," whether one instrument or more):

<u>Instrument</u>	<u>Executed By</u>	<u>Date</u>
Mortgage, Assignment of Rents and Leases, and Security Agreement	Columbiana Properties, L.L.C.	December 5, 1995
Guaranty Agreements	Samuel W. Sharp Scott R. Hinkle	December 5, 1995
Construction Loan Agreement	Columbiana Properties, L.L.C.	December 5, 1995

It is hereby agreed that if default be made in the payment of this note or any part hereof or any interest hereon, or if failure be made to perform any of the covenants, agreements or stipulations contained in any Security Document, or upon the occurrence of any event of default as set forth hereinafter, then, at the option of the Lender, the entire unpaid principal balance of this note, with accrued interest thereon, shall at once become due and payable in full, without notice, time being of the essence of this contract. As used herein, "default" and "event of default" shall mean the occurrence or happening of any one or more of the following events, circumstances or conditions: (a) default in the payment of this Note or any part hereof or any interest hereon as and when due and such default shall continue for ten (10) calendar days, or the failure in the timely performance of any of the covenants, agreements or stipulations contained in any Security Document; (b) the default by the Maker in the due payment of any amount evidenced by, or the performance of any obligation in, this Note or any Security Document; (c) the misrepresentation or distortion by the Maker or a Guarantor of any material fact in any statement, report, certification or representation made to the Lender

at any time; (d) the loss, theft, damage, sale, seizure, attachment or encumbrance of any material portion of the collateral described in any Security Document; (e) the dissolution or liquidation or insolvency of the Maker; (f) the filing of a voluntary or involuntary petition under any provision of any federal or state bankruptcy statute (whether for bankruptcy, reorganization, arrangement, readjustment of debt, composition, extension, wage earner's plan or otherwise) by or against the Maker, or the taking by the Maker of corporate action for the purpose of effecting any of the foregoing; (g) the appointment of a receiver, trustee or liquidator of the Maker or of all or a substantial part of the Maker's properties or assets, or the adjudication of the Maker as a bankrupt or insolvent, or the entry of any order for relief against the Maker in any voluntary or involuntary bankruptcy or reorganization case; (h) the general assignment for the benefit of creditors of the Maker; (i) the failure or admission of the inability of the Maker generally to pay the Maker's debts as they become due; (j) the business failure of the Maker; (k) the entry of a judgment against the Maker, and the same shall not be satisfied in full or stayed within a period of thirty (30) days or the issuance of a writ of attachment or garnishment against the Maker; (l) the failure by the Maker to pay when due any insurance premium that may be required under the terms of any Security Document or any assessment or any taxes when due; or (m) the occurrence of any default or event of default as set forth in any Security Document.

The Maker and all sureties, endorsers and guarantors of this note, jointly and severally, waive demand, presentment for payment, notice of nonpayment, protest, notice of protest, and all other notice, filing of suit and diligence in collecting this note, or the release of any party primarily or secondarily liable thereon, and further, jointly and severally, agree that it will not be necessary for the Lender, in order to enforce payment of this note, first to institute suit, and jointly and severally, consent to any one or more extensions or postponements of time of payment of this note or any other indulgences with respect hereto, without notice thereof to any of them.

The Maker agrees to pay all costs of collecting or securing or attempting to collect to secure this note, including court costs and reasonable attorney's fees and further waives all right of exemption under the Constitution and Laws of Alabama.

The Lender may, but shall not be required to, apply on or after maturity, to the payment of the indebtedness evidenced hereby, any funds or credit held by the Lender on deposit in trust or otherwise, for the account of the Maker or any other party liable hereon.



**THE MAKER HEREBY WAIVES THE RIGHT TO TRIAL BY JURY IN ANY ACTION OR PROCEEDING BASED UPON, ARISING OUT OF OR IN ANY WAY CONNECTED TO THIS PROMISSORY NOTE, THE LOAN BEING MADE EVIDENCED BY THIS PROMISSORY NOTE OR THE SUBJECT MATTER HEREOF.**

**Submission to Jurisdiction.** The Maker irrevocably (a) acknowledges that this Note will be accepted by the Lender and performed by the Maker in the State of Alabama; (b) submits to the jurisdiction of each state or federal court sitting in Jefferson County, Alabama (collectively, the "Courts") over any suit, action or proceeding arising out of or relating to this Note, the Loan Documents or Other Indebtedness Instruments (individually, an "Agreement Action"); (c) waives, to the fullest extent permitted by law, any objection or defense that the Maker may now or hereafter have based on improper venue, lack of personal jurisdiction, inconvenience of forum or any similar matter in any Agreement Action brought in any of the Courts; (d) agrees that final judgment in any Agreement Action brought in any of the Courts shall be conclusive and binding upon the Maker and may be enforced in any other court to the jurisdiction of which the Maker is subject, by a suit upon such judgment; (e) consents to the service of process on the Maker in any Agreement Action by the mailing of a copy thereof by registered or certified mail, postage prepaid, to the Maker at the Maker's address designated at the end of this Note; (f) agrees that service in accordance with subparagraph (e) shall in every respect be effective and binding on the Maker to the same extent as though served on the Maker in person by a person duly authorized to serve such process; and (g) **AGREES THAT THE PROVISIONS OF THIS SECTION, EVEN IF FOUND NOT TO BE STRICTLY ENFORCEABLE BY ANY COURT, SHALL CONSTITUTE "FAIR WARNING" TO THE MAKER THAT THE EXECUTION OF THIS NOTE MAY SUBJECT THE MAKER TO THE JURISDICTION OF EACH STATE OR FEDERAL COURT SITTING IN JEFFERSON COUNTY, ALABAMA, WITH RESPECT TO ANY AGREEMENT ACTIONS, AND THAT IT IS FORESEEABLE BY THE MAKER THAT THE MAKER MAY BE SUBJECTED TO THE JURISDICTION OF SUCH COURTS AND MAY BE SUED IN THE STATE OF ALABAMA IN ANY AGREEMENT ACTIONS.** Nothing in this Section shall limit or restrict the Lender's right to serve process or bring Agreement Actions in manners and in courts otherwise than as herein provided.

This Note has been executed by the Maker without condition that anyone else should sign or become bound hereunder and without any other conditions whatever being made. The provisions hereof are binding on the successors and assigns of the Maker and shall inure to the benefit of the payee Lender and its successors and assigns.

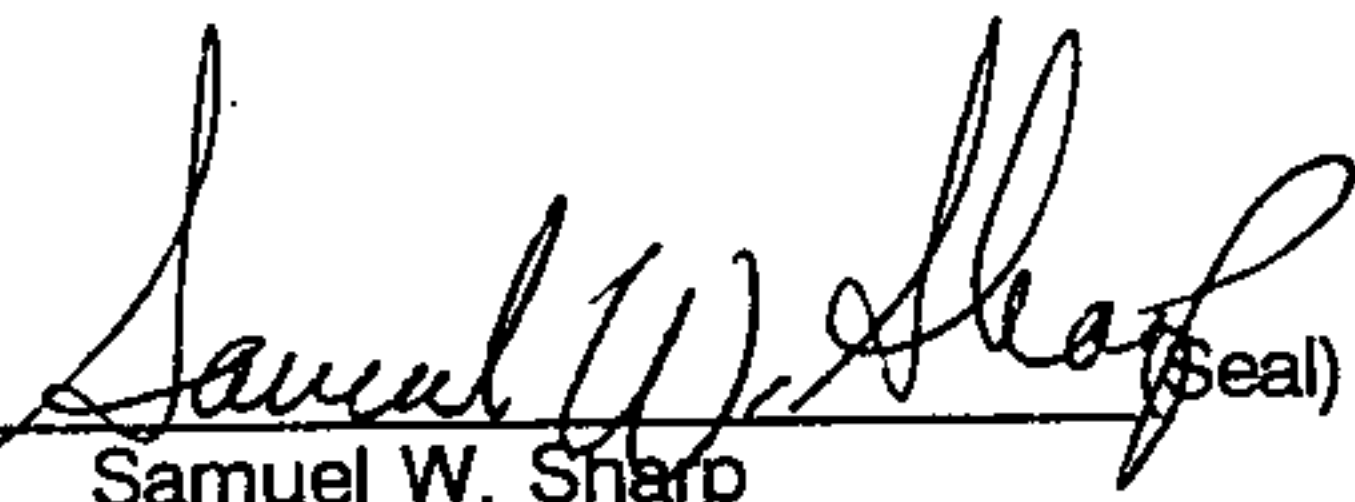


The Lender shall not by any act, delay, omission or otherwise be deemed to have waived any of its rights or remedies, and no waiver of any kind shall be valid against the Lender unless in writing and signed by the Lender. All rights and remedies hereunder and under any statute or rule of law shall be cumulative and may be exercised successively or concurrently. This note shall be governed by and construed in accordance with the laws of the State of Alabama.

**CAUTION - IT IS IMPORTANT THAT YOU THOROUGHLY READ THIS PROMISSORY NOTE BEFORE YOU SIGN IT.**

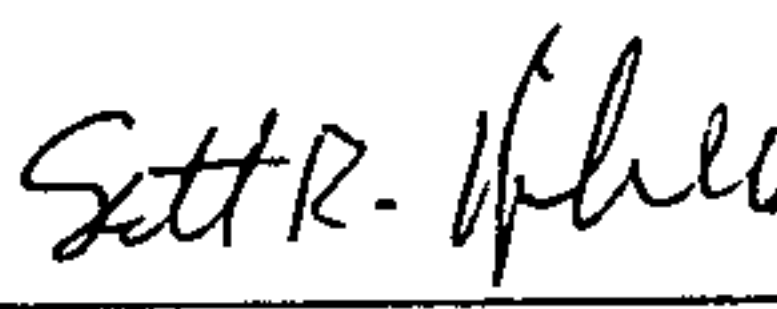
**MAKER:**

COLUMBIANA PROPERTIES, L.L.C.  
an Alabama Limited Liability Company

BY:  (Seal)  
Samuel W. Sharp  
Its Member

Address:

2151 Highland Avenue South, #100  
Birmingham, Alabama 35205

BY:  (Seal)  
Scott R. Hinkle  
Its Member

Address:

2101 Highland Avenue South, #700  
Birmingham, Alabama 35205

**EXHIBIT "B"**

A parcel of land situated in a portion of the NE 1/4 of the SW 1/4 of Section 24, Township 21 South, Range 1 West, Shelby County, Alabama, and being more particularly described as follows:

Commence at a rebar found purported to be the Southwest corner of the NE 1/4 of the SW 1/4 of Section 24, Township 21 South, Range 1 West, Shelby County, Alabama; thence proceed North along the West line of said 1/4 1/4 Section for 448.44 feet to the point of beginning; thence continue North along the last described course for 385.74 feet to a point on the Southeasterly right of way of Alabama Highway #25 Bypass; thence with an angle right of 64 deg. 20 min. 38 sec., proceed in a Northeasterly direction along the Southeasterly right of way of Alabama Highway #25 Bypass for 370.00 feet to a point; thence with an angle right of 90 deg. 00 min. 00 sec., proceed in a Southeasterly direction for 347.71 feet to a point; thence with an angle right of 90 deg. 00 min. 00 sec., proceed in a Southwesterly direction parallel to said Southeasterly right of way of Alabama Highway #25 Bypass for 537.01 feet to the point of beginning; being situated in Shelby County, Alabama.

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