

**UNANIMOUS CONSENT OF
BOARD OF DIRECTORS OF
SUPERIOR BAR & GRILL, INC.
(AN ALABAMA CORPORATION)
IN LIEU OF A SPECIAL MEETING**

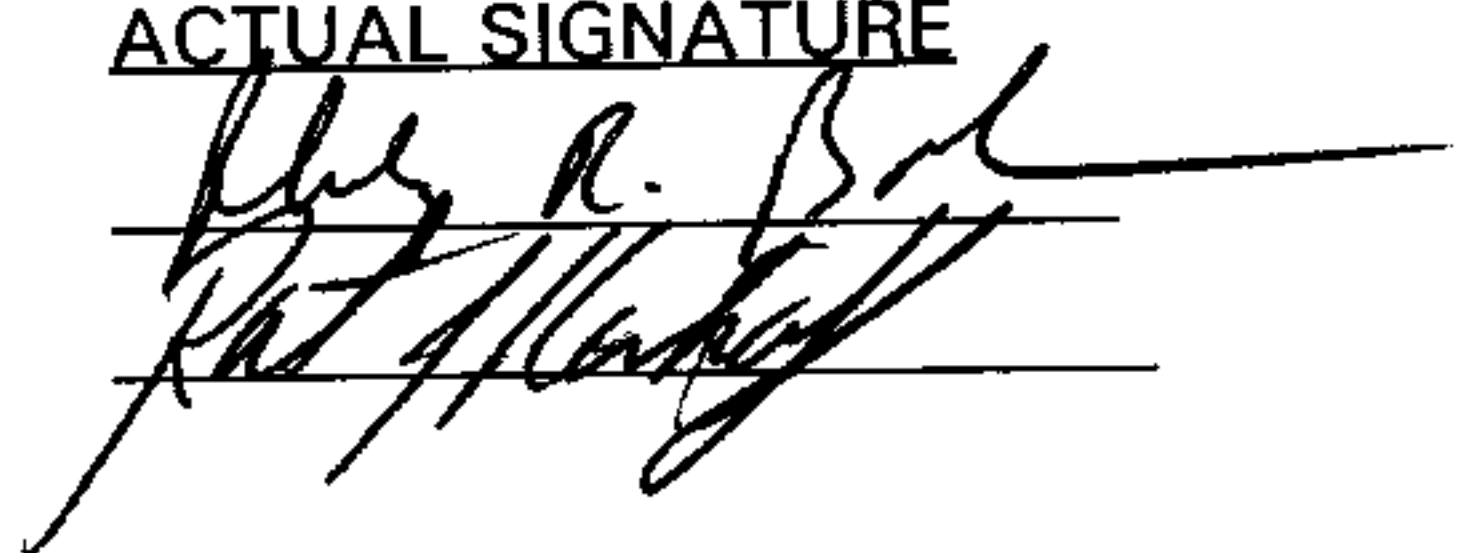

Inst # 1996-05743

02/22/1996-05743
10:44 AM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
19.50
DMS MCD

We, the undersigned, constituting all of the directors of Superior Bar & Grill, Inc. (the "Corporation"), a corporation organized under and existing pursuant to the laws of the State of Alabama, and in order to dispense with the necessity of a special meeting of the directors of the Corporation, do hereby consent in writing to, and hereby adopt, the following resolutions:

1.

BE IT RESOLVED, That the following named officers of this Corporation, whose actual signature is shown below:

<u>NAME</u>	<u>POSITION</u>	<u>ACTUAL SIGNATURE</u>
Philip R. Barbaree	President	
Robert L. Kirchoff	Secretary -- Treasurer	

be and each is hereby specifically authorized, empowered and directed, but without limitation, to do, individually or jointly, the following for and on behalf of and in the name of the Corporation:

- Guaranty of Third Party Debt. To guarantee or act as surety for loans or other financial accommodations from Hibernia National Bank ("Lender") to Superior Bar & Grill, Inc. ("Borrower"), a Louisiana corporation, the parent of the Corporation, on such terms and conditions and in such sums of money as may be agreed upon between any of said officers of this Corporation and Lender, including, without limitation, the guarantee of those certain loans in the original aggregate

principal amount not to exceed \$1,700,000.00 to be made by Lender to Borrower (the "Guaranty").

- Grant Security. As security for the payment of (a) the Guaranty and/or any obligations of Borrower to Lender and (b) any other or further indebtedness, direct or indirect, of the Corporation to Lender at any time owing, however the same may be evidenced, each said officer is authorized, empowered and directed on behalf of the Corporation to mortgage, pledge, hypothecate, or otherwise encumber and deliver to Lender, any property now or hereafter belonging to the Corporation or in which the Corporation now or hereafter may have an interest, including without limitation all real (immovable) property and all personal (movable) property and rights of the Corporation. Such property may be mortgaged, pledged, hypothecated, encumbered or otherwise secured at the time such loans are obtained or such indebtedness is incurred, or at any other time or times, and may be either in addition to or in lieu of any property theretofore mortgaged, pledged, hypothecated, encumbered or otherwise secured. The provisions of these Resolutions authorizing or relating to the pledge, mortgage, hypothecation, granting of a security interest in, or in any way encumbering, the assets of the Corporation shall include, without limitation, doing so in order to lend collateral security for the indebtedness, now or thereafter existing, and of any nature whatsoever and in any amount whatsoever, of Borrower to Lender. The Corporation has considered the value to itself of lending its property as collateral in support of such indebtedness of Borrower to Lender, and the Corporation represents and acknowledges to Lender that the Corporation is benefited by doing so.

- Execute Security Documents. To execute and deliver to Lender the form of mortgage, leasehold mortgage, deed of trust, pledge agreement, hypothecation agreement, and other security agreements and financing statements which may be submitted by Lender, and which shall evidence the terms and conditions under and pursuant to which such liens and encumbrances, or any of them, are given; which mortgage, leasehold mortgage, deed of trust, pledge agreement, hypothecation agreement, and other security agreements may contain provisions for foreclosure under Louisiana executory process procedures, confessions of judgment, waivers of appraisal and other rights and notices, all of which remedies upon default are specifically consented to by this Board of Directors; and also to execute and deliver to Lender any other written instruments, of any kind or nature, which may be necessary or proper in connection with or pertaining to the giving of liens and encumbrances.

- Negotiate Items. To draw, endorse, and discount with Lender all drafts, trade acceptances, promissory notes, or other evidences of indebtedness payable to or belonging to the Corporation or in which the Corporation may have an interest, and either to receive cash for the same or to cause such proceeds to be credited to the account of the Corporation with Lender, or to cause such other disposition of the proceeds derived therefrom as they may deem advisable.
- Further Acts. To do and perform such other acts and things, to pay any and all fees and costs, and to execute and deliver such other documents and agreements, including agreements waiving the right to a trial by jury, as each officer may in his discretion deem reasonably necessary or proper in order to carry into effect the provisions of these Resolutions.

2.

BE IT FURTHER RESOLVED, That any and all acts authorized pursuant to these resolutions and performed prior to the passage of these resolutions are hereby ratified and approved, that these Resolutions shall remain in full force and effect and Lender may rely on these Resolutions until written notice of their revocation shall have been delivered to and received by Lender. Any such notice shall not affect any of the Corporation's agreements or commitments in effect at the time notice is given.

3.

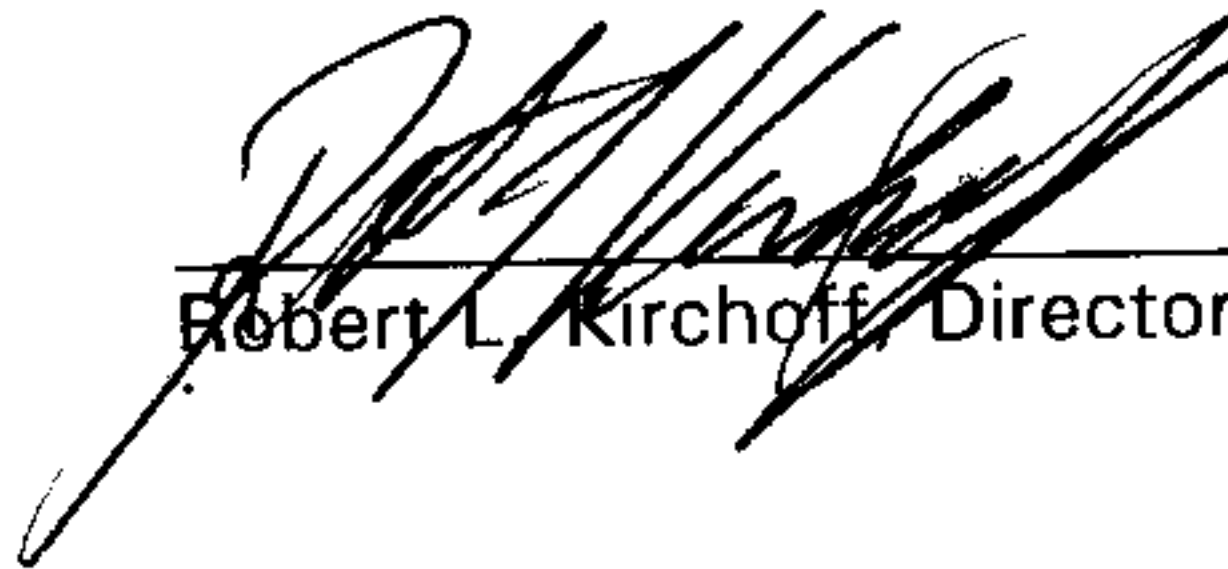
BE IT FURTHER RESOLVED, That the Corporation will notify Lender in writing at Lender's address at c/o Loan Administration department, 333 Travis Street, Shreveport, Louisiana, 71101 (or such other addresses as Lender may designate from time to time) prior to any (a) change in the name of the Corporation, (b) change in the assumed business name(s) of the Corporation, (c) change in the authorized

signer(s), or (d) change in any other aspect of the Corporation that directly or indirectly relates to any agreements between the Corporation and Lender. No change in the name of the Corporation will take effect until after Lender has been notified.

IN WITNESS WHEREOF, the undersigned have executed this Unanimous Consent effective February 13, 1996.



Philip R. Barbaree, Director



Robert L. Kirchoff, Director

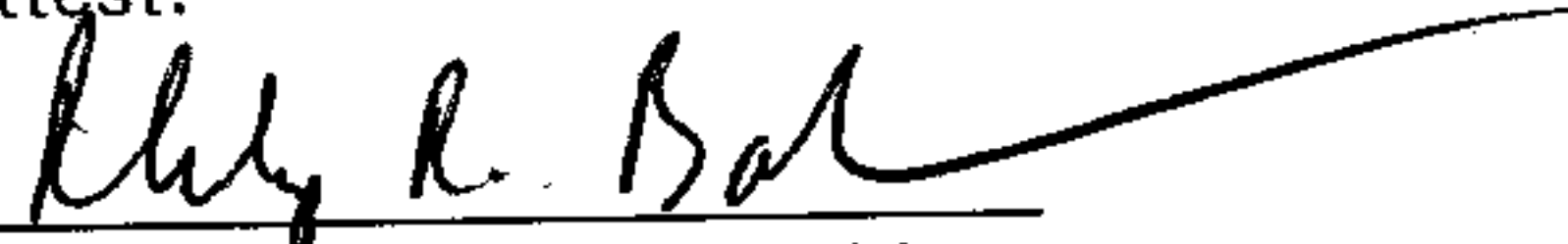
SECRETARY'S CERTIFICATE

I, the undersigned Secretary of Superior Bar & Grill, Inc., a corporation organized under the laws of the State of Alabama, do hereby certify that the subscribers to the foregoing unanimous consent constitute all of the directors of this Corporation.

IN WITNESS WHEREOF, I have executed this Certificate effective February 13, 1996, 1996.


Robert L. Kirchhoff, Secretary -- Treasurer

Attest:


Philip R. Barbaree, President