

STATEMENT OF PARTNERSHIP AUTHORITY

Pursuant to Section 10-8A-303 of the Alabama Uniform Partnership Act (1996), this partnership submits the following Statement of Partnership Authority:

FIRST: The name of the partnership is Beaver Creek Preserve LLP.

SECOND: The street address of the chief executive office of the partnership is 5502 Caldwell Mill Road, Birmingham, Alabama 35242.

THIRD: The name and mailing address of the agent of the partnership for the purposes of Section 10-8A-303(b), of the Alabama Uniform Partnership Act (1996) is Harbar Construction Company, Inc., 5502 Caldwell Mill Road, Birmingham, Alabama 35242.

FOURTH: The name of the partner authorized to execute an instrument transferring real property held in the name of the partnership is Harbar Construction Company, Inc. 5502 Caldwell Mill Road, Birmingham, Alabama 35242.

FIFTH: Harbar Construction Company, Inc. is, in addition, authorized on behalf of the partnership:

(i) to acquire by purchase, lease or otherwise, any property which may be necessary, convenient or incidental to the accomplishment of the purposes of the partnership, and to construct, improve, maintain, sell, lease, and service such property;

(ii) to engage in any kind of activity and perform and carry out contracts of any kind necessary to, or in connection with, or incidental to, the purposes of the partnership, including, without limitation, real estate sales contracts and deeds;

(iii) to make or contract to be made, repairs and improvements to partnership property;

(iv) to acquire and to enter into any contract of liability and other insurance that Harbar Construction Company, Inc., deems necessary and proper for the protection of the partners and the partnership for the conservation of its property or for any purpose convenient or beneficial to the partnership;

(v) to employ, from time to time, persons, firms, or corporations for the operation and management of the partnership business, including, but not limited to, labor and employees reasonably required for the operation, maintenance and development of any partnership property, and attorneys, accountants, advisers, financial consultants and loan brokers, all on such terms and for such compensation as Harbar Construction Company, Inc., shall determine;

(vi) to compromise, arbitrate or otherwise adjust claims in favor of or against the partnership, and to commence or defend litigation with respect to the partnership or any property of the partnership as Harbar Construction Company, Inc., may deem advisable, all or any of the above matters being at the expense of the partnership;

(vii) to make any and all elections for federal, state and local tax purposes, including, without limitation, any election if permitted by applicable law, to adjust the basis of partnership property pursuant to Sections 754, 734(b), and 743(b) of the Internal Revenue Code of 1986, or comparable provisions of state or local law in connection with transfers of partnership interests;

(viii) to determine the amount of cash flow of the partnership and when to make distributions thereof to the partners;

(ix) to establish, maintain, deposit into, sign checks or otherwise draw upon partnership bank accounts and to execute or accept or receipt for, any funds, instruments or agreements incident to partnership business and in furtherance of its purpose, without limiting the foregoing, Harbar Construction Company, Inc., may cause cash funds of the partnership to be deposited in, and withdrawn from, bank accounts selected by Harbar Construction Company, Inc.;

(xi) to maintain or cause to be maintained the books and records of the partnership.

EXECUTED THIS 23 DAY OF DECEMBER, 1997.

HARBAR CONSTRUCTION COMPANY, INC., a
partner

By: [Signature]
Its: [Signature]

[Signature]
E. TODD SHARLEY, JR., a partner

This Instrument Prepared by:
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