

**CERTIFIED COPY OF RESOLUTIONS
OF THE MEMBERS OF
Dow Holding, Inc., LLC (the "Company")
ADOPTED OCTOBER 23, 2000**

Inst # 2000-38702

RESOLVED, that **W. WAYNE HUDSON**, as Authorized Member of Dow Holding, Inc., LLC, an Alabama Limited Liability Company (the "Company"), is and he hereby is authorized and directed to execute and deliver in the name of and on behalf of the Company such documents as may be necessary to close the loan with **J. SUE HUDSON** (collectively, the "Lender"), wherein the Lender has agreed to make a loan to the company for the purpose of purchasing approximately 16 acres of land in Tuscaloosa County, Alabama, said property is described with more particularity on the attached Exhibit "A" (the "Property"), with a loan in the maximum amount of \$33,000.00, payable as to principal and interest as set forth in the loan documents;

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

RESOLVED FURTHER, that the Authorized Member is, and he hereby is, authorized to sign and deliver in the name of the Company a promissory note (and any and all amendments, modifications, extensions and renewals thereof) evidencing such borrowing, said note to be in the principal amount as determined by the Authorized Member and to bear interest at the rate specified in the promissory note and to contain the terms, covenants, provisions and conditions as agreed to by the Authorized Member; and

RESOLVED FURTHER, that the Authorized Member is, and he hereby is, authorized and directed, in the name and on behalf of the Company, to deliver the following documents, which shall constitute the Security Documents, and shall contain such terms, covenants and provisions and conditions as may seem necessary or desirable to the Authorized Member 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 Authorized Member);

- (a) Promissory Note in the principal amount of \$33,000.00;
- (b) Mortgage and Security Agreement granting to the Lender a second priority mortgage lien on the real estate described on Exhibit "A" attached to these resolutions;
- (c) Any and all documents deemed necessary to close the above described transaction.

RESOLVED FURTHER, that the Authorized Member is, and he hereby is, 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 related documents, and the Lender may conclusively rely on the authority granted herein with respect to such Authorized Member 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 Authorized Member of the Company is 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 Authorized Member acting in its behalf, of all agreements made in connection with the Loan, which to such Authorized Member shall deem proper or which may be required by the Lender as a condition to, or as desirable

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in connection with, the Loan; it being intended hereby to give and grant to the Authorized Member 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 Documents described above; and

RESOLVED FURTHER, that wherever the approval or satisfaction of any Member 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 Authorized Member's execution of such document or a document relating to such item or matter.

Certificate

The undersigned, as all of the members of Dow Holding, Inc., L.L.C., 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 limited 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 October 23, 2000, at which meeting all of the members of said limited liability company were at all times present and acting.

The undersigned further certify that the Articles of Organization of Dow Holding, Inc., LLC, filed in the Shelby County Probate Office, State of Alabama, at Instrument No. 2000-32061, on September 14, 2000, have not been amended, modified or altered, and the Management Agreement of Dow Holding, Inc., LLC, dated September 14, 2000, has been amended by Amendment #1 and both the Articles of Organization and Operating Agreement as Amended by Amendment #1 dated October 13, 2000, are in full force and effect.

IN WITNESS WHEREOF, each of the undersigned has set his hand as such a member this 23rd day of October, 2000.

WITNESSES:

Julian T. Oliver

Julian T. Oliver

MEMBERS:

W. Wayne Hudson [SEAL]
W. WAYNE HUDSON

Verlon L. Davis [SEAL]
VERLON L. DAVIS

_____ [SEAL]
BILLY J. KENT

in connection with, the Loan; it being intended hereby to give and grant to the Authorized Member 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 Documents described above; and

RESOLVED FURTHER, that wherever the approval or satisfaction of any Member 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 Authorized Member's execution of such document or a document relating to such item or matter.

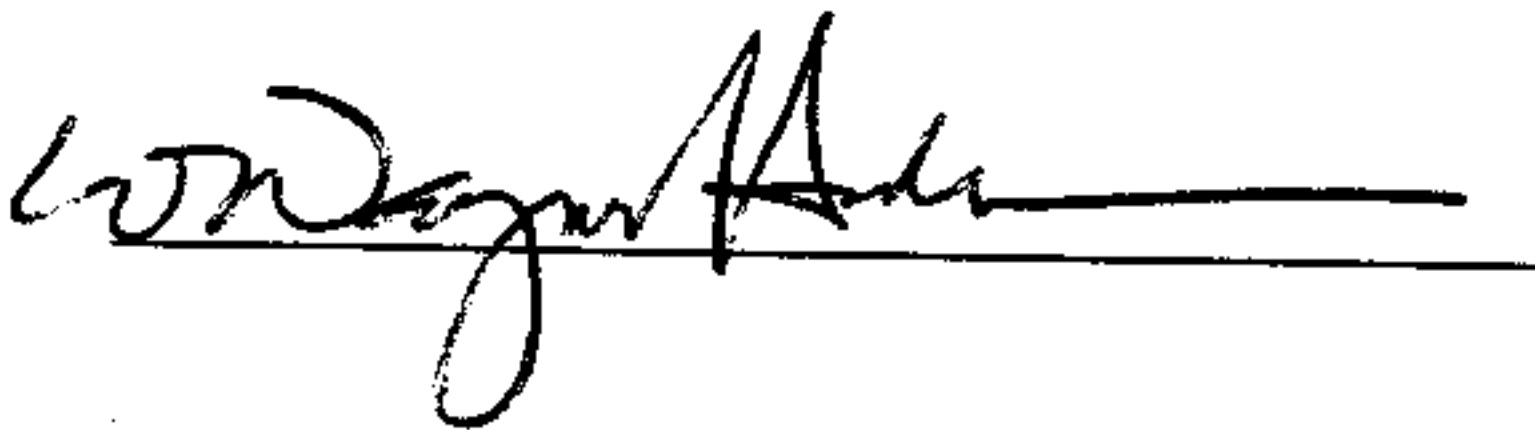
Certificate

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IN WITNESS WHEREOF, each of the undersigned has set his hand as such a member this 23rd day of October, 2000.

WITNESSES:



MEMBERS:

_____ [SEAL]
W. WAYNE HUDSON

_____ [SEAL]
VERLON L. DAVIS

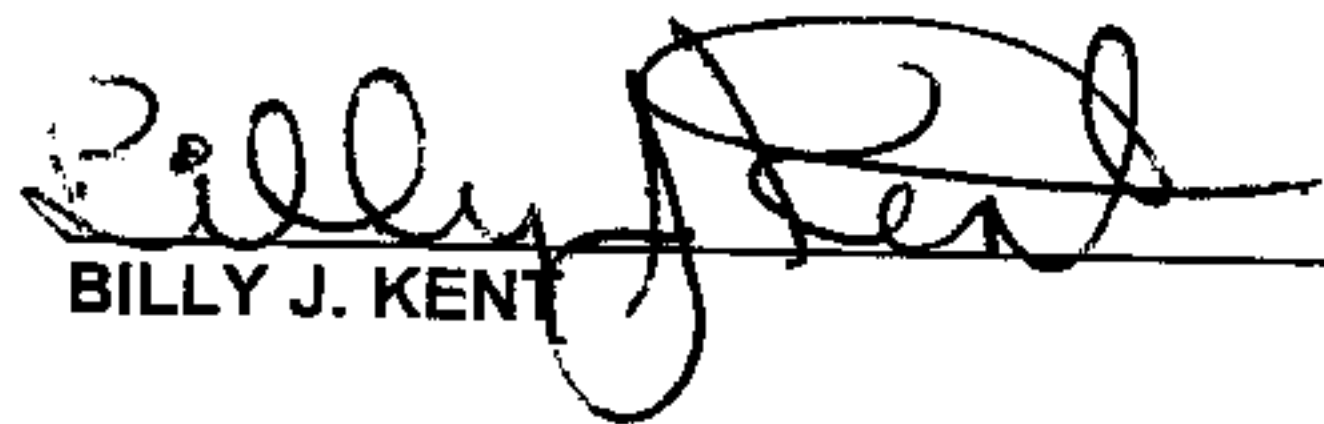
 [SEAL]
BILLY J. KENT

EXHIBIT "A"

A parcel of land located in the Southeast Quarter of Section 27, Township 21 South, Range 10 West, in Tuscaloosa County, Alabama and being more particularly described as follows:

As a POINT OF COMMENCEMENT, start at a railroad spike found at the intersection of the Northwest right-of-way boundary of the Norfolk Southern Railroad (a 100' r.o.w.) and the Northeast right-of-way boundary of the KCS Railroad (a 100' r.o.w.); thence run in a Northeasterly direction and along the Northwest right-of-way boundary of said Norfolk Southern Railroad for a distance of 465.12 feet to the POINT OF BEGINNING; thence continue in a Northeasterly direction and along said Northwest right-of-way boundary for a distance of 948.62 feet to a point; thence with an interior angle of 90 degrees 01 minutes, run in a Easterly direction for a distance of 42.00 feet to a point; thence with an interior angle of 269 degrees 59 minutes, run in a Northeasterly direction and along said Northwest right-of-way boundary for a distance of 80.00 feet to a point; thence with an interior angle of 82 degrees 05 minutes, run in a Westerly direction for a distance of 140.53 feet to a point, said point lying on the South right-of-way boundary of 24th Street (a 40' r.o.w.); thence with an interior angle of 171 degrees 37 minutes, run in a Westerly direction and along said South right-of-way boundary of 24th Street for a distance of 390.00 feet to a point; thence with an interior angle of 90 degrees 00 minutes, run in a Southerly direction for a distance of 30.00 feet to a point; thence with an interior angle of 270 degrees 00 minutes, run in a Westerly direction for a distance of 50.00 feet to a point; thence with an interior angle of 270 degrees 00 minutes, run in a Northerly direction for a distance 30.00 feet to a point, said point lying on said South right-of-way boundary of 24th Street; thence with an interior angle of 9+0 degrees 00 minutes, run in a Westerly direction and along said South right-of-way boundary of 24th Street for a distance of 430.00 feet to a point, said point lying at the intersection of the South right-of-way boundary of 24th Street and the Northeast right-of-way boundary of said KCS Railroad right-of-way; thence with an interior angle of 66 degrees 44 minutes, run in a Southeasterly direction and along said Northeast right-of-way boundary KCS Railroad for a distance of 1,068.09 feet to a point; thence with an interior angle of 44 degrees 41 minutes, run in a Northerly direction for a distance of 46.83 feet to a point; thence with an interior angle of 262 degrees 52 minutes, run in a Southeasterly direction for a distance of 331.69 feet to the POINT OF BEGINNING and forming an interior angle of 92 degrees 00 minutes. Said parcel contains 15.67 acres, more or less.

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