

THIS DOCUMENT PREPARED BY AND
TO BE RETURNED TO
LINDA J. PEACOCK, ESQ.
GORDON, SILBERMAN, WIGGINS & CHILDS, P.C.
1400 SOUTHTRUST TOWER
BIRMINGHAM, ALABAMA 35203

STATE OF ALABAMA

COUNTY OF *Jefferson*

AFFIDAVIT

Before me, the undersigned notary in and for said state and county, personally appeared Gary R. Dent, who, being first duly deposed on oath, states as follows:

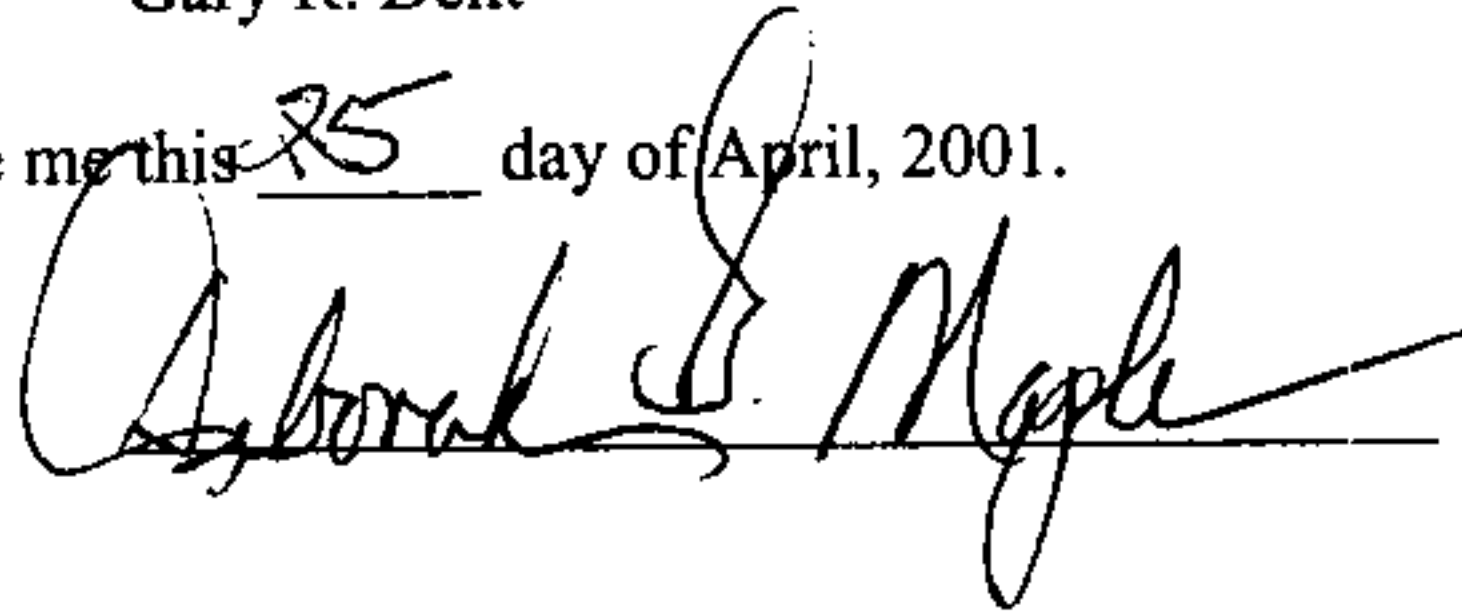
My name is Gary R. Dent and I am President of Thornton Construction Company, Inc., an Alabama corporation. I hereby certify that the attached copy of the Amended and Restated Option Agreement by and Between Weatherly Partners, L.L.C. and Thornton Construction Company, Inc., regarding the Cove at Weatherly Highlands is a true and correct copy of the original of said document dated May 1, 2000, executed by Thomas J. Thornton, Patrick A. Thornton and Robert C. Sinclair as Members of Weatherly Partners, L.L.C. and me, as President of Thornton Construction Company, Inc. (the "Agreement"). Said Agreement granted certain rights to Thornton Construction Company, Inc. as to the following described property situated in Shelby County, Alabama:

Sector 27 per the Preliminary Master Plan for Sectors 26 and 27 prepared by Holcombe, Norton and Prichett dated 31 January 2000 illustrating 71, THE COVE at WEATHERLY HIGHLANDS, lots shown as lots 1-71. This map is being amended to show 66 lots and this legal description will be amended by the Record Plats of THE COVE at WEATHERLY HIGHLANDS, Sector 27 when recorded with the Judge of Probate, Shelby County, Alabama.

The purpose for the recording of this Affidavit is to place of record the existence of the Agreement.


Gary R. Dent

Sworn to and subscribed before me this 25 day of April, 2001.



Inst # 2001-16185

04/25/2001-16185
10:44 AM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
015 MB 56.00

STATE OF ALABAMA)

SHELBY COUNTY)

**AMENDED and RESTATED OPTION AGREEMENT
BY AND BETWEEN
WEATHERLY PARTNERS, L.L.C. AND THORNTON CONSTRUCTION COMPANY, INC.
REGARDING THE COVE at WEATHERLY HIGHLANDS**

THIS OPTION AGREEMENT (the "Agreement") is made and entered into this 1st day of May 2000, by and between **WEATHERLY PARTNERS, L.L.C.** , a general partnership ("Developer") and **THORNTON CONSTRUCTION COMPANY, INC.** an Alabama corporation ("Contractor").

WITNESSETH:

WHEREAS, on or about 3 February 2000, Developer and Contractor made and entered into the Option Agreement regarding **THE COVE at WEATHERLY HIGHLANDS** (the "Original Agreement"); and

WHEREAS, in that circumstances and conditions have changed since the Original Agreement, Developer and Contractor desire to Amend and restate the Original Agreement in order to modify certain terms and provisions thereof; and

WHEREAS, Developer and Contractor intend to hereby amend and restate the Original Agreement so that this agreement restates in its entirety and replaces the original Agreement; and

WHEREAS, Developer owns approximately forty (40) acres, more or less, of unimproved real property situated in the City of Pelham , Shelby County, Alabama, which Property is legally described in Exhibit A attached hereto and made a part hereof (the "Property"). Developer desires to improve and develop the Property into a planned residential community known as **THE COVE at WEATHERLY HIGHLANDS** pursuant to a development plan mutually agreed upon by the parties (as amended from time to time, the "Development Plan"); and

WHEREAS, the Development Plan and Construction Plan, as defined herein, contemplate the installation of roads, utilities, amenities, common areas and other infrastructure (the "Work", as further defined and described in Section 3 below) necessary

and desirable for the development of the Property into approximately Sixty Six (66) Finished Lots, as defined in Section 2 below; and

WHEREAS, Developer desires to give Contractor the exclusive option to purchase all of the Finished Lots.

NOW THEREFORE, in consideration of the premises and the mutual promises, covenants and agreements of the parties set forth herein, the receipt and adequacy of which are hereby acknowledged, the parties agree as follows:

AMENDED and RESTATED OPTION AGREEMENT

Developer and Contractor hereby amend, restate in its entirety and replace the Original Agreement by and between them regarding **THE COVE AT WEATHERLY HIGHLANDS** and acknowledge and agree that the Original Agreement is cancelled, is deemed null and void and neither party has any further obligation thereunder.

1. The Development Plan.

As set forth on the preliminary lot layout attached hereto as Exhibit B (the "Development Plan"), Developer intends to develop the Property into a planned residential community known as **THE COVE at WEATHERLY HIGHLANDS** presently with a total of approximately Sixty Six (66) fifty-five (55), sixty (60) and sixty five (65) foot wide x one hundred (100) foot deep Finished Lots.

2. Definition of Finished Lot.

A lot shall be deemed a "Finished Lot" upon completion of the following:

(a) The clearing of all vegetation and organic material from the lot to the pre-determined limits established for each house plan, specifically varying as to slab-on-grade or basement construction; and

(b) The grading of each lot to an elevation that provides positive drainage to a dedicated outfall area (drainage swale at the rear or valley gutter at the front) at a minimum of 1":10' so as not to pond or trap surface water on the lot. The maximum deviation across the lot shall not exceed 6". If a lot cannot be graded to surface drain to a dedicated outfall area as described in this paragraph, an artificial drain (underground piping) shall be installed. Subject to the drainage requirements of this paragraph, lots designated as basement lots shall be graded with the basement cut in place. Backfill and perimeter

drainage to any basement wall is not part of the lot grading required of Developer hereunder;
and

(c) Compaction of any fill material used to at least 98% proctor density as evidenced by tests performed by an industry recognized geotechnical testing laboratory. Upon completion of the grading, the lot shall be cohesive and have bearing and geo-technical characteristics suitable to support the footing design and loads of the slab-on-grade or basement plan designated for that lot. After completion of grading to such standards, Contractor shall be responsible for any further work necessary to prepare the lot for construction; provided however that Developer shall be responsible for the installation and removal of any erosion control measures (e.g. hydroseed and the repair of any surface drainage damage (e.g. storm water runoff damage) upon any lot prior to the conveyance of the lot from Developer to Contractor; and

(d) Developer shall create a building pad upon the Finished Lot large enough to accommodate the designated house plan for the Finished Lot, and such house plan's clearance limits, and create a drainage channel in order to avoid surface water drainage problems originating from a neighboring or adjacent lot. Developer shall be responsible for any grading and/or clearing beyond lot lines in order to provide a smooth grade change transition between and among lots and to provide view into valleys beyond the treeline. No slope between houses or toward streets shall be greater than 2:1. Developer does not anticipate a need for site walls but in areas where slopes cannot be graded as required herein or the grade transition may be more economically made by vertical cut, site walls may be constructed. The material, height, location and distribution of cost of such walls shall be subject to the mutual agreement of Developer and Contractor. Contractor shall be responsible for the cost of any walls used as load bearing support for the house to be constructed upon the lot ; and

(e) Curb and gutter, asphalt binder and all utilities, including but not limited to electricity, cable television , gas, telephone, water including fire protection , sanitary sewer and storm sewer, shall be in place and available for connection to each Finished Lot.

3. The Work.

Pursuant to the mutually agreed upon Development Plan for the Property, Developer agrees to perform the Work (the "Work") described as follows:

(a) Developer shall cause engineers, surveyors and/or architects to prepare plans, drawings and specifications for the development and improvement of the Property (the "Construction Plan") which, subject to the rights, if any, of engineers,

surveyors or architects who draft and prepare the Construction Plan, the Construction Plan shall be the property of Developer and shall be subject to the approval of Developer and the applicable governing entities. Such Construction Plan shall include (i) final site and road grading plans and paving plans and specifications for the construction of roadways on the Property for access to the Property and to each Finished Lot, (ii) utility and infrastructure plans for the construction of underground utility lines, storm sewer and sanitary sewer installation, and domestic and fire protection water service, (iii) plans and details for residential sanitary sewer grinder pumps for each Finished Lot (iv) plans for entrance walls and entrance gates, if any, (v) landscaping plans for entrances and areas outside of the boundaries of the Finished Lots to be conveyed , (vi) plans for the development and construction of common areas and amenities, if any, and (vii) preparation of final recordable lot layouts and subdivision plats; and

(b) Developer shall perform the Work and the improvement and development of the Property in accordance with the Construction Plan until the work described in the Construction Plan is completed, a subdivision plat has been approved by the governing authorities and recorded in the Office of the Judge of Probate, and the Finished Lots are ready and available for sale to Contractor . In addition the Developer has elected to install , operate and maintain a private on-site sanitary sewer system sufficient to accommodate this development and shall install, operate and maintain a residential sanitary sewer grinder pump station on each Finished Lot , the cost of which is included in the Developer's Cost of the Work as described in Section 4 below . The Developer shall install this grinder pump station and furnish lights and alarms as required to operate , on a schedule set by the Contractor and in a manner so as not to impede the standard construction schedule. The Contractor shall provide a gravity flow sanitary sewer stub-out (not to exceed 35') connecting the house to the grinder pump station for the house . Contractor shall provide a 230 volt single phase disconnect mounted to each house , connecting conduit and wiring (not to exceed 35') to the grinder pump station and wiring to the lights and alarms , provided by Developer , located adjacent to the electrical service panel for the house ; and

(c) Pursuant to and in accordance with the Construction Plan, Developer shall perform any and all other duties and services necessary to improve and develop the Property so that the Property, as subdivided, will be ready for construction of single-family residential dwellings as Finished Lots; and

(d) Developer expects to have Finished Lots complete and ready to convey no later than 10 June 2000. Upon completion of the Work by Developer, Contractor shall have ten (10) days (the "Inspection Period") to conduct any and all studies, tests, inspections, assessments and evaluations, including but not limited to the quality and

timeliness of the Work, environmental and title inspections (the "Inspections") of the Property, any and all covenants, conditions and restrictions to the Property and shall otherwise have the right to enter upon the Property to perform such Inspections. If, at any time on or before the expiration of the Inspection Period, Contractor determines, in Contractor's sole discretion, that the results of the Inspections are unsatisfactory, then Contractor shall notify Developer of such defects and the Developer shall have a reasonable period of time, not to exceed 30 days ("Remedy Period"), to correct those defects itemized by Contractor. If Developer fails to make those corrections within the Remedy Period, Contractor shall have the right to cancel and terminate this Option upon written notice to Developer, in which event Developer shall refund to Contractor the Option Money paid by Contractor hereunder and both parties shall thereafter be released from all obligations hereunder.

4. The Cost of the Work.

Developer hereby covenants and agrees to pay for and be obligated for all costs (the "Costs") arising out of or related to the Work. The Costs shall include but not be limited to the following:

(a) costs and expenses for subcontractors, engineers, material suppliers, service providers, and any and all other costs of the Work or costs associated with the development and improvement of the Property pursuant to the Development Plan and Construction Plan, as the same are amended from time to time, or as may become necessary to properly complete development of the Finished Lots, from the time the Work is commenced until each Finished Lot is sold and conveyed by Developer; and

(b) erosion control, removal of material eroded from a Finished Lot and cleaning of streets, gutters and storm drainage systems due to erosion from a Finished Lot which has not yet been conveyed to Contractor; and

(c) all real estate ad valorem taxes and roll back taxes, if any, library and fire district dues, title insurance premiums for the sale of Finished Lots, and any other assessments, if any, levied against the Property and the Finished Lots until conveyed by Developer.

(d) Contractor agrees to pay to the Developer or its assign a sanitary sewer tap fee in the amount of Two Thousand Five Hundred Dollars \$ 2,500.00 for each Finished Lot conveyed to Contractor. This tap fee is payable prior to Contractor purchasing a building permit from the City of Pelham.

5. Contractor's Exclusive Option

(a) GRANT OF OPTION. In consideration of Five Thousand Dollars (\$5,000.00) (the "Option Money") and other good and valuable consideration previously received, Developer hereby grants to Contractor the sole and exclusive right and option to purchase each Finished Lot for the Lot Price, as defined hereinafter (the "Option"). In the event Contractor exercises its Option, in accordance herewith, the Option Money shall be applied to the Lot Price at the closing of the purchase of the last Finished Lot. In the event Contractor does not exercise the Option in accordance herewith, the Option Money shall be forfeited by Contractor, which forfeiture shall be Developer's sole and exclusive remedy against Contractor under this Agreement.

(b) EXERCISE OF OPTION. For each Finished Lot, the Option granted hereby may be exercised by Contractor upon written notice to Developer five (5) days prior to the closing of the Finished Lots with respect to which the Option is being exercised.

(c) CONVEYANCE. For each Finished Lot with respect to which Contractor exercises its Option, Developer shall convey to Contractor clear title by statutory warranty deed, free of all liens and encumbrances, other than easements, covenants and restrictions of record reasonably satisfactory to Contractor which do not materially impair use of the Finished Lot for its intended purposes. Possession of the Finished Lot is to be given to Contractor upon delivery of the deed, free of any encumbrances, tenancies and leases. At the closing of each conveyance of a Finished Lot to Contractor, ad valorem taxes, library dues, fire dues and other assessments due to any governmental entity, if any, shall be prorated between the parties as of the date of closing. Developer agrees to furnish to Contractor at the closing of each Finished Lot, a commitment for a title insurance policy issued by a company qualified to insure titles in Alabama in the amount of the Lot Price. Furthermore, Developer agrees to furnish duly executed lien releases and/or lien waivers for Developer and Developer's contractors and subcontractors prior to or at the closing of the purchase of each Finished Lot. At the closing of each Finished Lot, Developer shall also deliver to Contractor an owner's affidavit and other evidence and documents required by the title insurance company providing the title insurance and such other documents as may be reasonable and necessary to consummate and close the purchase and sale contemplated hereby.

(d) FORFEITURE OF OPTION. Contractor agrees to purchase six (6) Finished Lots initially after the Inspection Period and Remedy Period, if necessary, and a minimum of Thirty (30) Finished Lots per fiscal year thereafter. Contractor further agrees to maintain a minimum of three (3) spec houses under construction or complete at all times during the Term of Option. A spec house is any house which the contractor is not obligated to sell to a third party purchaser, including houses subject to contingent contracts and model homes. Failure of Contractor to maintain the required number of spec houses as

defined herein shall terminate Contractor's exclusive right and Option to purchase additional Finished Lots under this Agreement for **THE COVE AT WEATHERLY HIGHLANDS**, unless starts of pre-sold houses prevent the start of any number of spec houses needed to maintain the minimum defined herein. In such event, Contractor shall not be deemed to be in default as long as construction of any spec house, necessary to maintain the minimum established herein, is begun as soon as possible and so as not to interfere with construction schedules and established closing dates of pre-sold houses.

(e) **LOT PRICE.** The "Lot Price" for each Finished Lot shall be as set forth in Exhibit C attached hereto and made a part hereof.

(f) **TERM OF OPTION.** Contractor's exclusive Option shall commence upon execution of this Agreement by all parties. The parties hereby agree that, so long as neither party has breached its obligations hereunder and so long as Contractor purchases the minimum number of lots per fiscal year and maintains the minimum number of spec houses, as set out in 5(d) above, Contractor's exclusive Option shall continue throughout the performance of the Work until the improvement and development of the Property is complete and each and every Finished Lot has been sold and conveyed by Developer.

(g) **OPTION MONEY.** Developer and Contractor mutually consent that the Developer shall hold the Option Money in trust pending the fulfillment of this Agreement. In the event Contractor fails to carry out and perform the terms of this Agreement for any reason other than Developer's default, the Option Money shall be forfeited by Contractor to Developer as liquidated damages and both parties shall thereafter be released from all obligations hereunder. The Option Money shall be returned to Contractor if (i) Developer fails to deliver to Contractor at any closing of a Finished Lot good and marketable title free of defects and encumbrances, except as provided herein, or (ii) if Contractor notifies Developer of termination of this Agreement before the end of the Remedy Period.

6. Representations and Warranties. Developer warrants that through the date of closing of each Finished Lot, Developer has not received notification from any lawful authority regarding any condemnation, assessments, pending public improvements, repairs or alterations to the Property that have not been satisfactorily made. Developer warrants that Developer is the fee owner of the Property and is authorized to execute this Agreement. Developer warrants that to the best of its knowledge, no underground mining shafts or tunnels, limestone formations or sinkholes exist below the surface of the Property. Developer further warrants that Developer has not installed any underground storage tanks on the Property and that, to the best of Developer's knowledge, no such tanks are or have ever been located on the Property. Developer further warrants that Developer has not participated in or approved any production, disposal or storage on the Property of any hazardous waste or any toxic substance regulated under any applicable

local, state or federal law, nor has Developer received notice of any proceeding or inquiry by any governmental authority with respect to the presence of such waste or substance on the Property or the migration of such waste or substance from or to adjoining property. Further, Developer represents that Developer has no knowledge of any production, disposal or storage on the Property of any regulated hazardous waste or toxic substance, or the migration of such waste or substance from or to adjoining property. THESE WARRANTIES AND REPRESENTATIONS SHALL SURVIVE THE CLOSINGS AND DELIVERY OF EACH DEED.

7. Developer's Default. Upon expiration of the Remedy Period and If all conditions precedent to a closing have been satisfied or waived by the parties and Developer fails to close for any reason other than Contractor's default, then Contractor may elect to (i) treat this Agreement as terminated and obtain a refund of the Option money or (ii) treat this Agreement as being in full force and effect and Contractor shall have a right to an action for specific performance. Time is of the essence with regard to this Agreement.

8. Indemnification.

(a) Contractor does hereby indemnify, agree to defend and hold Developer harmless from and against any claim, cost, liability or expense, including reasonable attorneys' fees, incurred by Developer arising out of or resulting from any injury or damage to person or property caused by Contractor's performance of any obligation or the failure to perform any obligation of Contractor hereunder, or caused by any negligent, willful or deliberate act or omission of Contractor, its agents, employees or contractors, except to the extent that any such loss or damage was caused by any negligent, willful or deliberate act of Developer, its agents, employees or contractors.

(b) Developer does hereby indemnify, agree to defend and hold Contractor harmless from and against any claim, cost, liability or expense, including reasonable attorneys' fees, incurred by Contractor arising out of or resulting from any injury or damage to person or property caused by Developer's performance of any obligation or the failure to perform any obligation of Developer hereunder, or caused by any negligent, willful or deliberate act or omission of Developer, its agents, employees or contractors, except to the extent that any such loss or damage was caused by any negligent, willful or deliberate act of Contractor, its agents, employees or contractors.

9. Marketing. Contractor and Developer agree that Ingram & Associates Realtors, Inc. ("Ingram") shall be the exclusive marketing and sales agents for the sale of the houses to third party purchasers. No commission shall be due and payable to Ingram upon sale of the Finished Lots from Developer to Contractor and Contractor shall pay any commissions due to Ingram upon sale of the houses to third party purchasers. Contractor reserves the right, at its sole discretion, to replace Ingram as the exclusive marketing and

sales agents of **THE COVE AT WEATHERLY HIGHLANDS** . Contractor and Developer further agree that Contractor shall be responsible for the marketing of **THE COVE AT WEATHERLY HIGHLANDS** and Developer shall contribute five hundred (\$500.00) dollars for each Finished Lot as its sole marketing contribution and responsibility . This marketing contribution from Developer is payable to the Contractor at the time of conveyance of each Finished Lot .

10. Miscellaneous.

(a) **TOPSOIL** Developer shall maintain an on-site topsoil stockpile for the Contractor's exclusive use in the construction of houses on the Finished Lots described herein. The topsoil shall be of sufficient quantity to satisfy the landscaping and finish grade needs of all the Finished Lots.

(b) **REMOVAL OF WASTE.** Contractor shall keep the Property in as neat, clean and safe condition as reasonably possible and, upon completion of construction of each house, shall remove all tools, machinery, equipment, unused materials and supplies and all rubbish or debris relating thereto. During the duration of this Option, Contractor may maintain a spoils area for the dumping of non-hazardous, non-toxic and inorganic waste at an on-site location assigned by the Developer . This area shall be buried and stabilized by Contractor upon Contractor's completion of construction of all houses on Finished Lots covered by this Option. The Contractor shall require an area to dispose of material cut from the Finished Lot due to patio , driveway and /or slab excavations . This material would be suitable for fill and would be hauled to a non-site location assigned by the Developer . Additionally during the duration of this Option (but subject to local ordinances and recorded covenants), Contractor may maintain a burn site for the burning of waste and trash allowed to be burned under a burn permit to be provided by Developer. Furthermore, during the duration of this Option, Contractor may use dumpsters for typical non-burnable construction debris and pay for the removal of such dumpsters from the Property. Such dumpsters, the spoils area and the burn site are to provide for the disposal of all waste relating to the construction of houses on the Finished Lots covered by this Option Agreement.

(c) **COVENANTS.** Contractor does hereby acknowledge existence of certain restrictive covenants relative to the **THE COVE AT WEATHERLY HIGHLANDS** Subdivision. These covenants and restrictions are to be recorded in the office of the Judge of Probate of Shelby County. Contractor shall review the covenants and restrictions and , if in agreement once prepared , warrants that Contractor will fully and substantially abide by all covenants and restrictions, and rules and regulations of the Architectural Review Committee.

(d) ARCHITECTURAL REVIEW COMMITTEE. Contractor acknowledges that all master house plans and specifications for **THE COVE AT WEATHERLY HIGHLANDS** must first be approved by the Architectural Review Committee prior to application for any building permits. Contractor agrees to submit master plans, specifications and a site plan, typical for the specific plan being represented, for approval prior to construction beginning. Once the master plans, specifications and the typical site plans have been approved, Contractor agrees to submit plans, specifications and a site plan specific for the house being built on a specific lot to Developer on Monday of any week in order to acquire Architectural Review Committee approval no later than Wednesday of the same week submitted.

(e) BINDING EFFECT. This Agreement shall inure to the benefit of and be binding on and enforceable against the parties hereto and the successors and assigns of the parties.

(f) GOVERNING LAW. This Agreement and the rights of the parties hereto shall be governed by, construed and interpreted in accordance with the laws of the State of Alabama.

(g) AMENDMENT. This Agreement may be amended or modified only in writing, duly executed by the parties hereto.

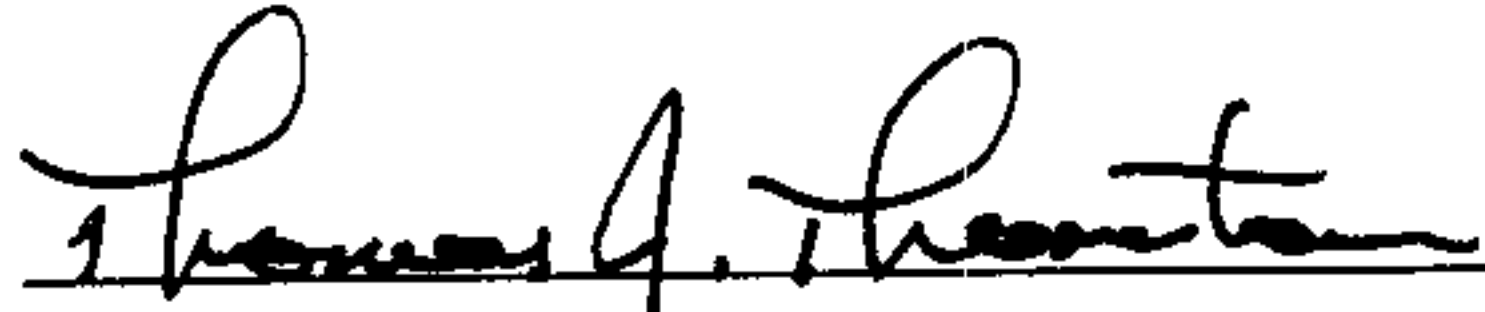
(h) CONSTRUCTION. The invalidity or unenforceability of any particular provision of this Agreement shall not affect the other provisions hereof, and this Agreement shall be construed in all respects as if such invalid or unenforceable provisions were omitted.

(i) NO PARTNERSHIP. Nothing contained in this Agreement is intended to create any partnership, joint venture or association between the parties and any inferences to the contrary are hereby expressly negated.

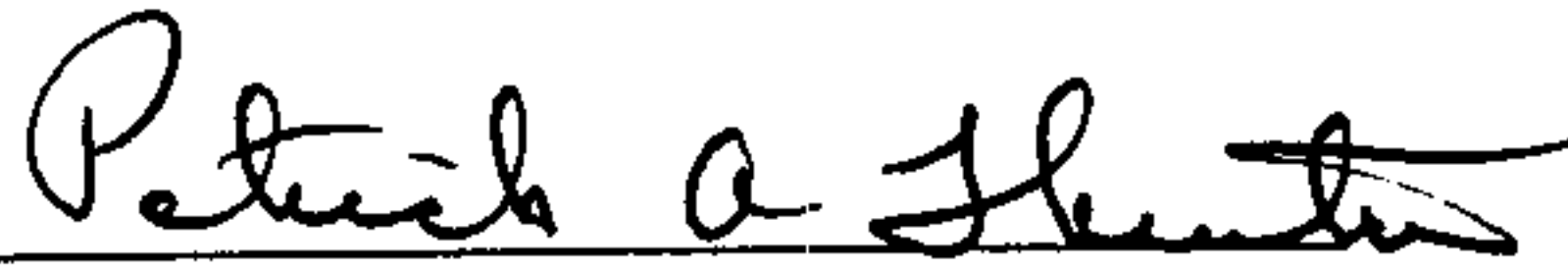
(j) ENTIRE AGREEMENT. This Agreement constitutes the entire Agreement between the parties and supersedes in its entirety all prior negotiations, proposals or stipulations, oral or written, between the parties with respect to the subject matter herein.

IN WITNESS WHEREOF, the parties have executed and effected this Option Agreement on the date first written above.

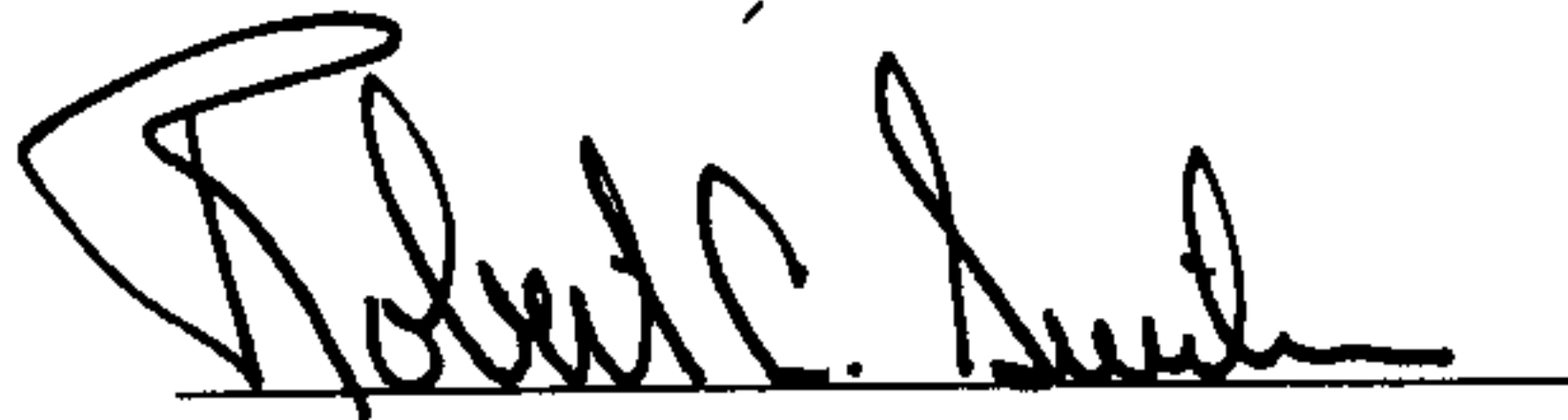
WEATHERLY PARTNERS, L.L.C.



By: Thomas J. Thornton
Its: Member

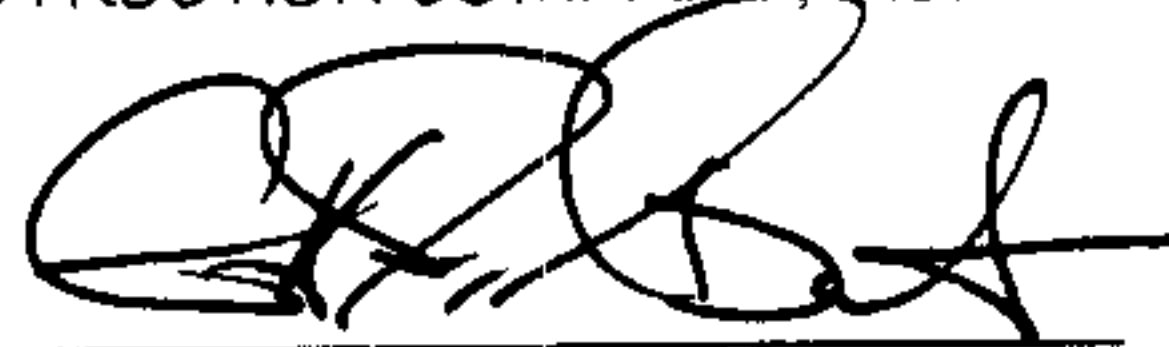


By: Patrick A. Thornton
Its: Member



By: Robert C. Sinclair
Its: Member

THORNTON CONSTRUCTION COMPANY, INC.



By: Gary R. Dent
Its: President

F:\weatherly\amended and restated cove at weatherly highlands contract

EXHIBIT A
LEGAL DESCRIPTION OF THE PROPERTY

Sector 27 per the Preliminary Master Plan attached hereto as Exhibit A1 for Sectors 26 and 27 prepared by Holcombe, Norton and Prichett dated 31 January 2000 illustrating 71, THE COVE at WEATHERLY HIGHLANDS, lots shown as lots 1-71. This map is being amended to show 66 lots and this legal description will be amended by the Record Plats of THE COVE at WEATHERLY HIGHLANDS, Sector 27- when recorded with the Judge of Probate, Shelby County, Alabama.

EXHIBIT B
DEVELOPMENT PLAN

**EXHIBIT C
LOT PRICES**

66 +/- Lots @ \$ 36,100.00/Lot = \$ 2,382,600.00

66 +/- Total Lots Total Lot Proceeds \$ 2,382,600.00

The anticipated breakdown by lot size is twenty-five (25) +/- fifty-five (55) foot wide lots, twenty-five (25) +/- sixty (60) foot wide lots and 16 +/- sixty-five (65) foot, or wider, lots.

The total number of lots covered by this agreement may vary by as many as + or - 10. In such event Developer and Contractor agree to amend this agreement to change the total number of lots by the actual number of those added or deleted. Any change in the total number of lots by + or - 10, shall not effect the price per lot shown above.

Inst # 2001-16185

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10:44 AM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
015 NB 56.00**