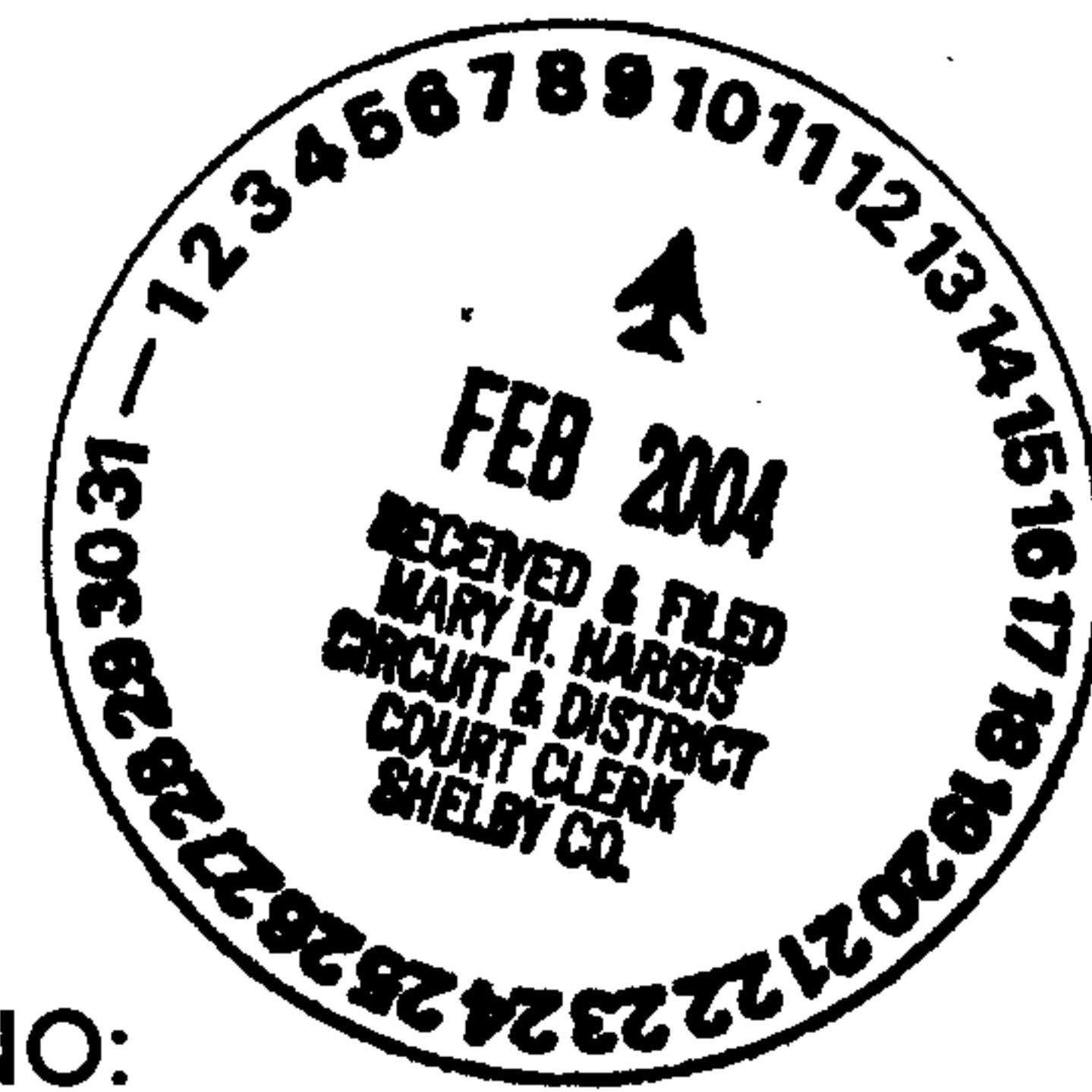


IN THE CIRCUIT COURT OF SHELBY COUNTY, ALABAMA
CIVIL DIVISION



SHELBY LAND PARTNERS, LLC

Plaintiff,

vs.

TACARA HAWKINS and
TONDRAN HAWKINS, minors in this suit
by and through their mother and next
friend, CAROL HAWKINS

Defendants.

CIVIL ACTION NO:

CV-03-1432



20040217000081550 Pg 1/6 27.00
Shelby Cnty Judge of Probate, AL
02/17/2004 11:52:00 FILED/CERTIFIED

AMENDED PRO AMI JUDGMENT

At the evidentiary hearing conducted by this Court in this matter the minor Defendants, Tacara Hawkins and Tondrian Hawkins, were present in Court along with their mother, Carol Hawkins, who is their next friend and guardian.

This cause came before the Court on the parties' joint motion for approval of pro ami settlement. The Plaintiff is the Shelby Land Partners, LLC. The Defendants are Tacara Hawkins and Tondrian Hawkins, minors in this suit, by and through their mother and next friend, Carol Hawkins.

The minor children's interests were represented by their Guardian Ad Litem appointed by this Court, Douglas L. Key. Shelby Land Partners, LLC was represented by Anne Lamkin Durward. The minor children and Carol Hawkins testified that they understood the terms of the contract and the monies that the children would receive. Carol Hawkins further testified that she understood and approved of the contract and

expressed an opinion this contract and the amounts due to the children are in the best interest of the minor Defendants.

Further, the Court makes the following findings based upon the evidence presented:

1. The Court received into evidence the contracts for the properties and a distribution accounting for one of the parcels.
2. That the minor children, Tacara Hawkins and Tondrian Hawkins, own a beneficial interest in certain real property through their deceased father, Erskine E. Hawkins, who died on May 31, 1997.

3. That the two parcels of real estate are more particularly described as follows:

Parcel A:

From the Southeast corner of the SE 1/4 of the SW 1/4 of Section 1, Township 21 South, Range 3 West, **run** Northerly along the East boundary line of the said SE 1/4 of the SW 1/4 of Section 1, Township 21 South, Range 3 West, for 456.26 feet; thence turn an angle of 87 degrees, 18 minutes to the left and run Westerly for 42.35 feet to the point of beginning of the land herein described and conveyed; thence continue Westerly for 215.0 feet to a point on the Ala. State Highway Department Right of Way line; thence turn an angle of 67 degrees, 00 minutes to the right and run Northwesterly along the A.S.H.D. R.O.W. line for 30.90 feet; thence turn an angle of 82 degrees, 22 minutes to the right and run Northeasterly for 134.60 feet; thence turn an angle of 52 degrees, 00 minutes to the left and run Northeasterly for 88.94 feet; thence turn an angle of 144 degrees, 33 minutes **to** the right and run Southeasterly for 210.0 feet, more or less, to the point of beginning.

This land being a part of the S ½ of the SE 1/4 of the SW 1/4 of Section 1, Township 21 South, Range 3 West. Situated in Shelby County, Alabama.

Parcel B:

Begin at the SW corner of Pinkie Davis property on the Alabama Power Company Right of Way line and run thence South along said right of way line 398 feet; thence run in a Northeasterly direction 253 feet; thence run North 300 feet to the Northwest corner of lands formerly conveyed to James Ross and wife, Leatha Ross; thence run East along the North line of said James Ross and Leatha Ross lands a distance of 420 feet to the Northeast corner of said James Ross and Leatha Ross lands, the point of beginning of the lands therein described; thence run South along the East boundary of said James Ross and Leatha Ross lands a distance of 210 feet; thence run East a distance of 210 feet; thence run North a distance of 210 feet; thence run West a distance of 210 feet to the point of beginning in Section 1, Township 21, Range 3 West. Situated in Shelby County, Alabama.

4. That for Parcel A, the contract price is \$80,000.00 of which each child has a beneficial interest of a one-fourteenth share. This Court has reviewed the contract which was negotiated among the Shelby Land Partners, LLC and several other adults, as well as Carol Hawkins as the natural mother of the minor children herein.

5. That for Parcel B, the contract price is \$110,000.00 of which the minor children each have a beneficial interest of one-fourteenth share. This Court has reviewed the contract which was negotiated among the City of Alabaster and several other adults, as well as Carol Hawkins as the natural mother of the minor children herein.

6. This Court finds that for Parcel A, Tacara Hawkins shall receive \$544.22 as her one-fourteenth share.

7. That for Parcel A, Tondrian Hawkins shall receive \$544.22 as her one-fourteenth share

8. That for Parcel B, Tacara Hawkins shall receive \$2,244.90 as her one-fourteenth share.

9. That for Parcel B, Tondrian Hawkins shall receive \$2,244.90 as her one-fourteenth share.

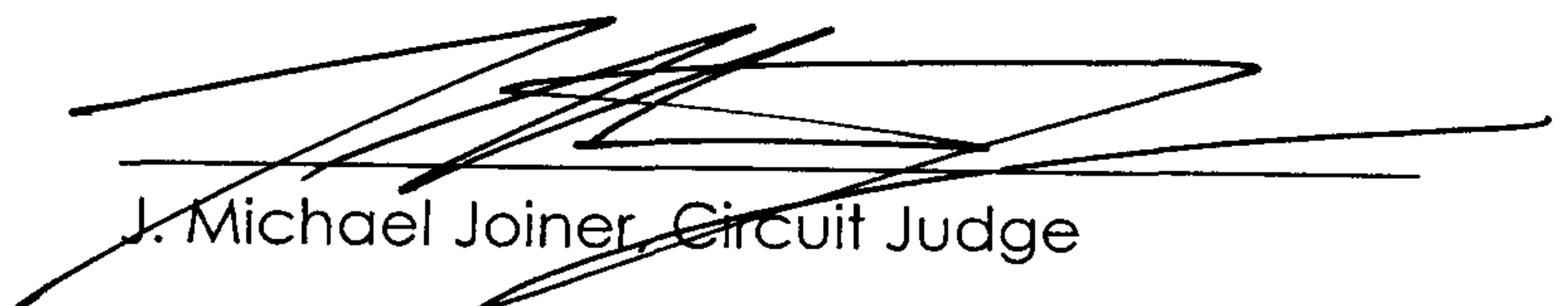
10. The Court having considered the evidence in this action which has been offered without objection thereto and the Court having been advised that the parties have reached this agreement and contract, the Court has determined that the amounts of the contracts are just and fair. The Court has further determined that the amounts decreed will be conservative of the minor Defendants' interest and will be in the best interests of the minor Defendants.

Upon consideration the Court finds and determines that the contracts for Parcel A and Parcel B are fair, reasonable and just and are in the best interests of the minor Defendants, Tacara Hawkins and Tondrian Hawkins, and should be approved by the Court. It is accordingly,

ORDERED, ADJUSTED AND DECREED as follows:

1. That the contracts proposed by the parties are approved.
2. That Carol Hawkins shall be authorized to execute all necessary documents, including quitclaim deeds and statutory warranty deeds to authorize the transfer of the properties to the purchaser.
3. That Carol Hawkins shall be authorized to receive the funds on behalf of the minor children as their guardian and next friend.
4. That Tacara Hawkins shall receive \$544.22 for her share of Parcel A.
5. That Tondrian Hawkins shall receive \$544.22 for her share of Parcel A.
6. That Tacara Hawkins shall receive \$2,244.90 for her share of Parcel B.
7. That Tondrian Hawkins shall receive \$2,244.90 for her share of Parcel B.
8. That the Guardian Ad Litem, Douglas L. Key, has graciously waived an award of a Guardian Ad Litem fee to which he would have been entitled. The Court appreciates his service and his diligence in this cause.
9. Upon payment of the above referenced amounts to Carol Hawkins, the Plaintiff shall have satisfied these contracts and this matter shall be resolved.

DONE THIS THE 10th day of February, 2004.


J. Michael Joiner, Circuit Judge

Copies of this Judgment mailed pursuant
to Rule 77(d) of the Alabama Rules of Civil
Procedure this date to

Anne Lamkin Durward
Massey, Stotser & Nichols, P.C.
P. O. Box 94308
Birmingham, Alabama 35220-4308

Carol Hawkins
P. O. Box 98
Harpersville, Alabama 35078

Douglas L. Key
Key, Greer, Frawley, Key & Harrison
2163 Highway 31 South
Suite 102
Pelham, Alabama 35124

Dated:_____, 200__