

AFFIDAVIT REGARDING  
NON-REVOCATION OF POWER OF ATTORNEY

Personally appeared before me, the undersigned, a Notary Public in and for the State of Alabama, Donald N. Guthrie and C. Austin Johnson, who, having been by me first duly sworn, states as follows:

1. We are Donald N. Guthrie and C. Austin. We are over the age of twenty-one (21) years, and have personal knowledge of the facts stated herein.

2. Betty B. Johnson, Luther S. Hart, Jr., Linda Sitton, David Fitzgerald, Pink Folmar, Robert Lindsey, Elnora B. Cobb, Neva D. Bourgeois, Lynn Johnson, James E. Roberts, James T. Johnson, III, Gerda Carmichael, Jo Barnard Broadwater, Janie Mashburn, Leslie B. Adams and Robert L. Austin (collectively, the "Principals") appointed us as their attorneys-in-fact under those powers of attorney, originals of which are attached hereto collectively as Exhibit "A" (the "Powers of Attorney").

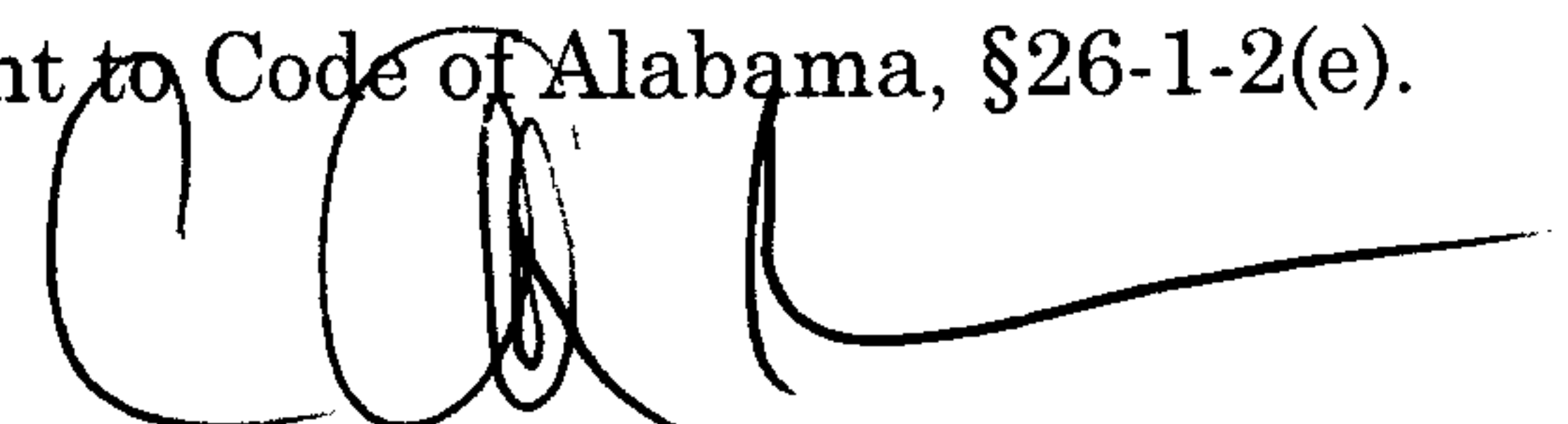
3. We have on this day exercised the Powers of Attorney by executing a deed, affidavits, indemnity agreements, closing statements and other documents relating to the sale of real property located in Shelby County, Alabama, which real property is more particularly described as follows:

Lots 34, 35, 36 and 37, Block 20, according to the Original Plan of the Town of Montevallo, Alabama, being situated in Montevallo, Shelby County, Alabama, said lots being bounded by Middle Street, Island Street, Vine Street and Main Street.

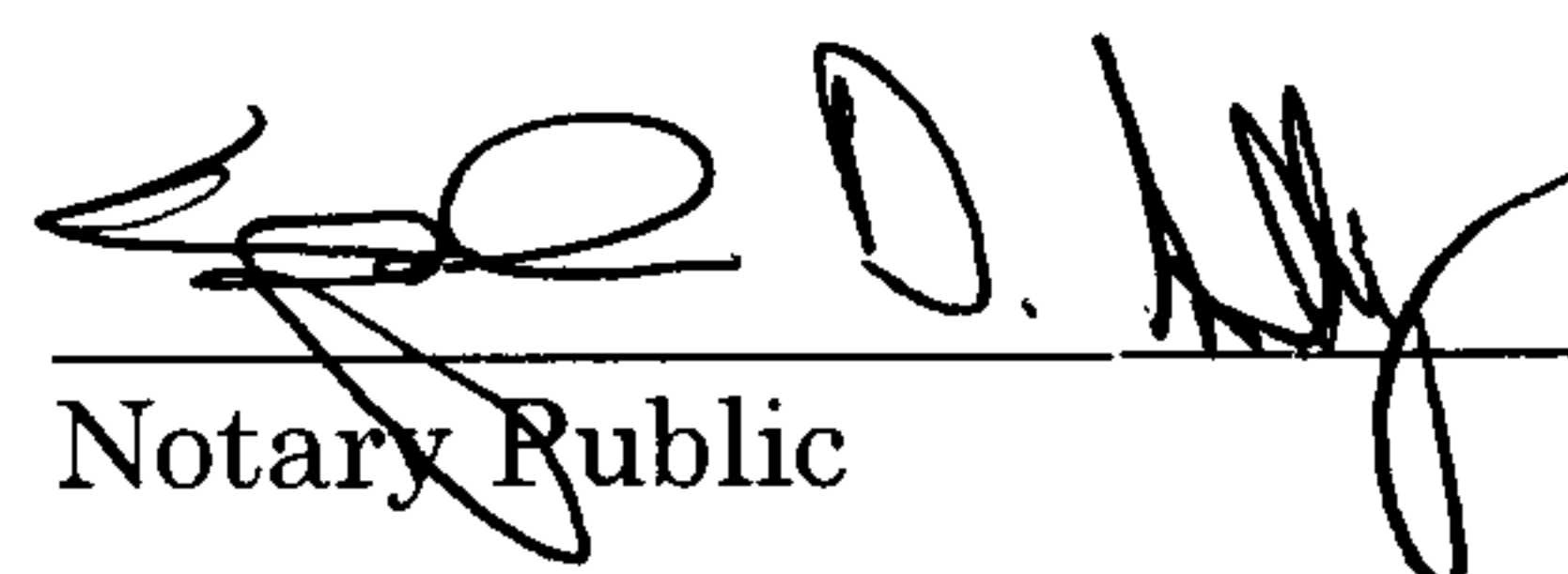
4. At the time of the execution of the above-described documents, we had no actual knowledge of the termination or revocation of the Power of Attorney by revocation or of the death of any of the Principals as such attorneys-in-fact. We know all Principals to be still living.

5. We are executing this affidavit pursuant to Code of Alabama, §26-1-2(e).

  
DONALD N. GUTHRIE

  
C. AUSTIN JOHNSON

SWORN AND SUBSCRIBED TO this 2nd day of February, 2004.

 (SEAL)  
Notary Public

My commission expires October 10, 2006.

**POWER OF ATTORNEY FOR SALE OF MONTEVALLO SHOPPING CENTER TO  
HALSTEAD CONTRACTORS, L.L.C.**

I, **BETTY B. JOHNSON**, residing at:

301 Crest Drive  
Homewood, Alabama 35209

appoint **C. Austin Johnson and Donald N. Guthrie**, both being over the age of nineteen years and a citizen of the State of Alabama, acting jointly as my Attorney-in-Fact to exercise the powers and discretions described herein below.

If one of them becomes unable to serve for any reason, I appoint the other acting alone to be my Attorney in Fact as the case may be to serve with the same powers and discretions.

My Attorney in Fact shall full power and authority to act in my behalf including execution any contract of sale, deed, affidavit, lien waiver, partnership vote or resolution or any other document necessary to contract and consummate the sale of the Montevallo Shopping Center property more particularly described in EXHIBIT "A" attached hereto and made a part hereof.

I understand and acknowledge that the sale has many contingencies to be satisfied prior to closing. I understand and acknowledge that the purchaser is Halstead Contractors, L.L.C. or assigns; the sales price is \$1,250,000.00; that from the sales price will be deducted sales commissions to the three Real Estate brokers (one of which is C. Austin Johnson, Broker, James T. Johnson Co., L.L.C. and a general partner of Sunbelt Centers, Ltd.) of 2 1/2% each, Attorney fee to Donald N. Guthrie of Guthrie & Knight, L.L.C., a general partner of Sunbelt Centers, Ltd., for legal representation during the negotiations, removal of contingencies and for representing the partnership at closing (past experience in sales involving this client have represented a legal fee for Mr. Guthrie's services of approximately \$15,000.00, therefore I consent to a legal fee to Mr. Guthrie fixed at \$15,000.00); the closing attorney and other normal closing expenses to the seller. I direct my Attorney in Fact to pay from the proceeds of the sale at closing, and prior to any distribution to me, the sales commission, Mr. Guthrie's legal fee, and the closing cost and prorations.

I direct my Attorney in Fact to employ any contractors, sub-contractors and professional including but not limited to engineers, surveyors, attorneys, accountants, and appraisers as my Attorney in Fact shall deem prudent and necessary to consummate this transaction and to pay the same from the proceeds of the sale. If such persons will not accept payment at closing, I authorize that the payment be made from the operating income of the property. This authorization of payment shall not apply to the real estate commissions nor the attorney fee to Donald Guthrie, Guthrie & Knight, L.L.C.

Any power or authority granted to my Attorney in Fact under this instrument shall be limited to the extent necessary to prevent this Power of Attorney from causing: (i) my income to be taxable to me Attorney in Fact, (ii) my assets to be subject to a general power of appointment by my Attorney in Fact.

My Attorney in Fact shall not be liable for any loss that results from a judgment error that was made in good faith. However, my Attorney in fact shall be liable for willful misconduct or failure to act in good faith while acting under the authority of this Power of Attorney. As successor Attorney in Fact shall not be liable for the acts of a prior Attorney in Fact.

No person who relies in good faith on the authority of my Attorney in fact under this instrument shall incur any liability to me, my estate, or my personal representative. I authorize my Attorney in Fact to indemnify and hold harmless any third party who accepts and acts under this instrument.

My Attorney in fact shall not receive compensation for serving as my Attorney in Fact, but may be reimbursed for reasonable expenses incurred in carrying out any of the provisions of this Power of Attorney.

My Agent shall provide unto me an accounting of all funds and all acts performed as my Attorney in Fact, but only if I so request or if such a request is made by any authorized personal representative of fiduciary acting on my behalf.

This Power of Attorney shall become effective immediately, and shall not be affected by my disability or lack of mental competence, except as may be provided otherwise by an applicable state statute. This is a Specific Authority Durable Power of Attorney. The Power of Attorney shall continue for twelve months or the closing of the sale whichever shall come first.

This Power of Attorney is one of several which together are necessary to consummate the sale of the property described in EXHIBIT "A" and therefore cannot be revoked by me at any time during its life but may be extended by me in writing upon the expiration of the twelve months.

IN WITNESS OF these presents, I the undersigned have executed this Power of Attorney this the 21 day of May, 2003.

  
BETTY B. JOHNSON

**WITNESSES AND ACKNOWLEDGMENT OF NEXT PAGE**



WITNESSES

Luene Johnson  
WITNESS SIGNATURE

Serene Johnson  
PRINT NAME

332 Lathrop Ave  
STREET ADDRESS

Homewood Al. 35209  
CITY, STATE & ZIP CODE

Katie Wall  
WITNESS SIGNATURE

Katie Wall  
PRINT NAME

2242 Arlington Ave. S.#1  
STREET ADDRESS

Birmingham, AL 35205  
CITY, STATE & ZIP CODE

Charles Austin Johnson Jr  
WITNESS SIGNATURE

Charles Austin Johnson Jr  
PRINT NAME

6020 Brookhill Circle  
STREET ADDRESS

Bham AL 35242  
CITY, STATE & ZIP CODE

ACKNOWLEDGMENT

STATE OF Alabama )  
COUNTY OF \_\_\_\_\_ )

Before me, David T. Johnson, a Notary Public for said County, in said State, hereby certify that **BETTY B. JOHNSON**, whose names is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day, that, being informed of the contents of the instrument he voluntarily executed same on this the day the same bears date.

Given under my hand and official seal this 21 day of May, 2003.

David T. Johnson  
NOTARY PUBLIC  
My Commission expires: May 25, 2004

**POWER OF ATTORNEY FOR SALE OF MONTEVALLO SHOPPING CENTER TO  
HALSTEAD CONTRACTORS, L.L.C.**

I, **LUTHER S. HART, Jr.**, residing at:

3515 Thornhill Drive  
Vestavia, Alabama 35243

appoint **C. Austin Johnson and Donald N. Guthrie**, both being over the age of nineteen years and a citizen of the State of Alabama, acting jointly as my Attorney-in-Fact to exercise the powers and discretions described herein below.

If one of them becomes unable to serve for any reason, I appoint the other acting alone to be my Attorney in Fact as the case may be to serve with the same powers and discretions.

My Attorney in Fact shall full power and authority to act in my behalf including execution any contract of sale, deed, affidavit, lien waiver, partnership vote or resolution or any other document necessary to contract and consummate the sale of the Montevallo Shopping Center property more particularly described in EXHIBIT "A" attached hereto and made a part hereof.

I understand and acknowledge that the sale has many contingencies to be satisfied prior to closing. I understand and acknowledge that the purchaser is Halstead Contractors, L.L.C. or assigns; the sales price is \$1,250,000.00; that from the sales price will be deducted sales commissions to the three Real Estate brokers (one of which is C. Austin Johnson, Broker, James T. Johnson Co., L.L.C. and a general partner of Sunbelt Centers, Ltd.) of 2 1/2% each, Attorney fee to Donald N. Guthrie of Guthrie & Knight, L.L.C., a general partner of Sunbelt Centers, Ltd., for legal representation during the negotiations, removal of contingencies and for representing the partnership at closing (past experience in sales involving this client have represented a legal fee for Mr. Guthrie's services of approximately \$15,000.00, therefore I consent to a legal fee to Mr. Guthrie fixed at \$15,000.00); the closing attorney and other normal closing expenses to the seller. I direct my Attorney in Fact to pay from the proceeds of the sale at closing, and prior to any distribution to me, the sales commission, Mr. Guthrie's legal fee, and the closing cost and prorations.

I direct my Attorney in Fact to employ any contractors, sub-contractors and professional including but not limited to engineers, surveyors, attorneys, accountants, and appraisers as my Attorney in Fact shall deem prudent and necessary to consummate this transaction and to pay the same from the proceeds of the sale. If such persons will not accept payment at closing, I authorize that the payment be made from the operating income of the property. This authorization of payment shall not apply to the real estate commissions nor the attorney fee to Donald Guthrie, Guthrie & Knight, L.L.C.

Any power or authority granted to my Attorney in Fact under this instrument shall be limited to the extent necessary to prevent this Power of Attorney from causing: (i) my income to be taxable to me Attorney in Fact, (ii) my assets to be subject to a general power of appointment by my Attorney in Fact.

My Attorney in Fact shall not be liable for any loss that results from a judgment error that was made in good faith. However, my Attorney in fact shall be liable for willful misconduct or failure to act in good faith while acting under the authority of this Power of Attorney. As successor Attorney in Fact shall not be liable for the acts of a prior Attorney in Fact.

No person who relies in good faith on the authority of my Attorney in fact under this instrument shall incur any liability to me, my estate, or my personal representative. I authorize my Attorney in Fact to indemnify and hold harmless any third party who accepts and acts under this instrument.

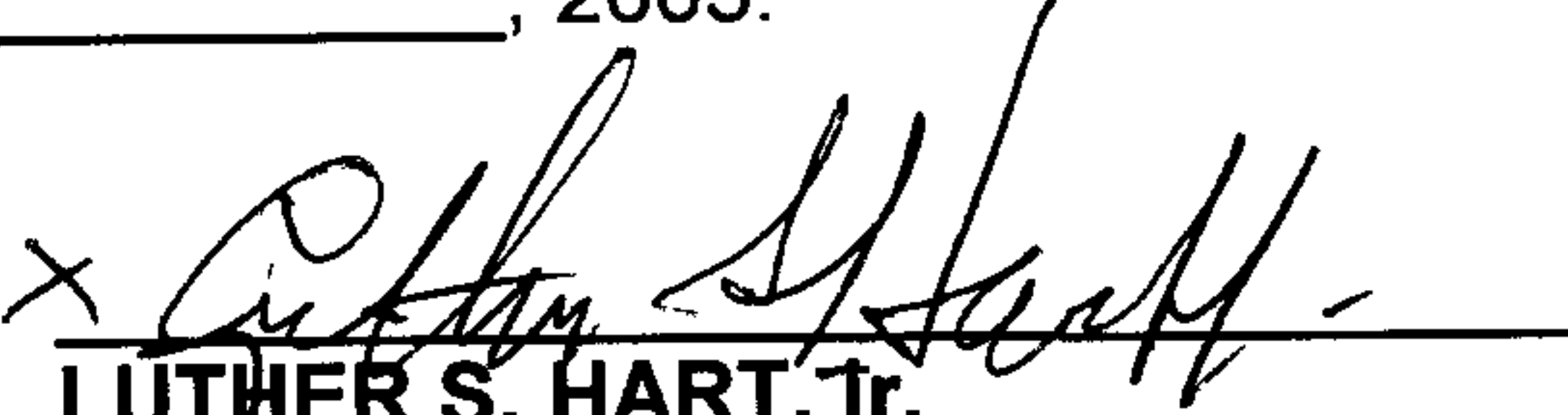
My Attorney in fact shall not receive compensation for serving as my Attorney in Fact, but may be reimbursed for reasonable expenses incurred in carrying out any of the provisions of this Power of Attorney.

My Agent shall provide unto me an accounting of all funds and all acts performed as my Attorney in Fact, but only if I so request or if such a request is made by any authorized personal representative of fiduciary acting on my behalf.

This Power of Attorney shall become effective immediately, and shall not be affected by my disability or lack of mental competence, except as may be provided otherwise by an applicable state statute. This is a Specific Authority Durable Power of Attorney. The Power of Attorney shall continue for twelve months or the closing of the sale whichever shall come first.

This Power of Attorney is one of several which together are necessary to consummate the sale of the property described in EXHIBIT "A" and therefore cannot be revoked by me at any time during its life but may be extended by me in writing upon the expiration of the twelve months.

IN WITNESS OF these presents, I the undersigned have executed this Power of Attorney this the 21<sup>st</sup> day of May, 2003.

x   
LUTHER S. HART, Jr.

**WITNESSES AND ACKNOWLEDGMENT OF NEXT PAGE**

**WITNESSES**

\_\_\_\_\_  
WITNESS SIGNATURE

\_\_\_\_\_  
PRINT NAME

\_\_\_\_\_  
STREET ADDRESS

\_\_\_\_\_  
CITY, STATE & ZIP CODE

Katie Wall

\_\_\_\_\_  
WITNESS SIGNATURE

Katie Wall

\_\_\_\_\_  
PRINT NAME

2242 Arlington Ave. S #1

\_\_\_\_\_  
STREET ADDRESS

Birmingham, AL 35205

\_\_\_\_\_  
CITY, STATE & ZIP CODE

Charles Austin Johnson Jr

\_\_\_\_\_  
WITNESS SIGNATURE

Charles Austin Johnson Jr

\_\_\_\_\_  
PRINT NAME

6020 Brookhill Circle

\_\_\_\_\_  
STREET ADDRESS

Bham AL 35242

\_\_\_\_\_  
CITY, STATE & ZIP CODE

**ACKNOWLEDGMENT**

STATE OF Alabama )  
COUNTY OF \_\_\_\_\_ )

Before me, David T. Johnson, a Notary Public for said County, in said State, hereby certify that **LUTHER S. HART, Jr.**, whose names is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day, that, being informed of the contents of the instrument he voluntarily executed same on this the day the same bears date.

Given under my hand and official seal this 21 day of May, 2003.

David T. Johnson  
NOTARY PUBLIC  
My Commission expires: May 25, 2004



**POWER OF ATTORNEY FOR SALE OF MONTEVALLO SHOPPING CENTER TO  
HALSTEAD CONTRACTORS, L.L.C.**

I, **LINDA SITTON**, residing at:

8002 Woodfern Drive  
Pelham, Alabama 35124

appoint **C. Austin Johnson and Donald N. Guthrie**, both being over the age of nineteen years and a citizen of the State of Alabama, acting jointly as my Attorney-in-Fact to exercise the powers and discretions described herein below.

If one of them becomes unable to serve for any reason, I appoint the other acting alone to be my Attorney in Fact as the case may be to serve with the same powers and discretions.

My Attorney in Fact shall full power and authority to act in my behalf including execution any contract of sale, deed, affidavit, lien waiver, partnership vote or resolution or any other document necessary to contract and consummate the sale of the Montevallo Shopping Center property more particularly described in EXHIBIT "A" attached hereto and made a part hereof.

I understand and acknowledge that the sale has many contingencies to be satisfied prior to closing. I understand and acknowledge that the purchaser is Halstead Contractors, L.L.C. or assigns; the sales price is \$1,250,000.00; that from the sales price will be deducted sales commissions to the three Real Estate brokers (one of which is C. Austin Johnson, Broker, James T. Johnson Co., L.L.C. and a general partner of Sunbelt Centers, Ltd.) of 2 1/2% each, Attorney fee to Donald N. Guthrie of Guthrie & Knight, L.L.C., a general partner of Sunbelt Centers, Ltd., for legal representation during the negotiations, removal of contingencies and for representing the partnership at closing (past experience in sales involving this client have represented a legal fee for Mr. Guthrie's services of approximately \$15,000.00, therefore I consent to a legal fee to Mr. Guthrie fixed at \$15,000.00); the closing attorney and other normal closing expenses to the seller. I direct my Attorney in Fact to pay from the proceeds of the sale at closing, and prior to any distribution to me, the sales commission, Mr. Guthrie's legal fee, and the closing cost and prorations.

I direct my Attorney in Fact to employ any contractors, sub-contractors and professional including but not limited to engineers, surveyors, attorneys, accountants, and appraisers as my Attorney in Fact shall deem prudent and necessary to consummate this transaction and to pay the same from the proceeds of the sale. If such persons will not accept payment at closing, I authorize that the payment be made from the operating income of the property. This authorization of payment shall not apply to the real estate commissions nor the attorney fee to Donald Guthrie, Guthrie & Knight, L.L.C.

Any power or authority granted to my Attorney in Fact under this instrument shall be limited to the extent necessary to prevent this Power of Attorney from causing: (i) my income to be taxable to me Attorney in Fact, (ii) my assets to be subject to a general power of appointment by my Attorney in Fact.



My Attorney in Fact shall not be liable for any loss that results from a judgment error that was made in good faith. However, my Attorney in fact shall be liable for willful misconduct or failure to act in good faith while acting under the authority of this Power of Attorney. As successor Attorney in Fact shall not be liable for the acts of a prior Attorney in Fact.

No person who relies in good faith on the authority of my Attorney in fact under this instrument shall incur any liability to me, my estate, or my personal representative. I authorize my Attorney in Fact to indemnify and hold harmless any third party who accepts and acts under this instrument.

My Attorney in fact shall not receive compensation for serving as my Attorney in Fact, but may be reimbursed for reasonable expenses incurred in carrying out any of the provisions of this Power of Attorney.

My Agent shall provide unto me an accounting of all funds and all acts performed as my Attorney in Fact, but only if I so request or if such a request is made by any authorized personal representative of fiduciary acting on my behalf.

This Power of Attorney shall become effective immediately, and shall not be affected by my disability or lack of mental competence, except as may be provided otherwise by an applicable state statute. This is a Specific Authority Durable Power of Attorney. The Power of Attorney shall continue for twelve months or the closing of the sale whichever shall come first.

This Power of Attorney is one of several which together are necessary to consummate the sale of the property described in EXHIBIT "A" and therefore cannot be revoked by me at any time during its life but may be extended by me in writing upon the expiration of the twelve months.

IN WITNESS OF these presents, I the undersigned have executed this Power of Attorney this the 21<sup>st</sup> day of May, 2003.

X Linda Sitton  
LINDA SITTON

**WITNESSES AND ACKNOWLEDGMENT OF NEXT PAGE**

WITNESSES

Dale A. Sittan  
WITNESS SIGNATURE

Dale A. Sittan  
PRINT NAME  
8002 Woodlan Drive  
STREET ADDRESS

Pelham AL 35124  
CITY, STATE & ZIP CODE

Katie Wall  
WITNESS SIGNATURE

Katie Wall  
PRINT NAME  
2242 Arlington Ave. S. #1  
STREET ADDRESS  
Birmingham, AL 35205  
CITY, STATE & ZIP CODE

Charles Austin Johnson Jr  
WITNESS SIGNATURE

Charles Austin Johnson Jr  
PRINT NAME  
6029 Brookhill Circle  
STREET ADDRESS  
Bham AL 35242  
CITY, STATE & ZIP CODE

ACKNOWLEDGMENT

STATE OF Alabama )  
COUNTY OF \_\_\_\_\_ )

Before me, David T. Johnson, a Notary Public for said County, in said State, hereby certify that **LINDA SITTON**, whose names is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day, that, being informed of the contents of the instrument he voluntarily executed same on this the day the same bears date.

Given under my hand and official seal this 21 day of May, 2003.

David T. Johnson  
NOTARY PUBLIC  
My Commission expires: May 29, 2004

**POWER OF ATTORNEY FOR SALE OF MONTEVALLO SHOPPING CENTER TO  
HALSTEAD CONTRACTORS, L.L.C.**

I, **DAVID FITZGERALD**, residing at:

4225 Abingdon Trail  
Birmingham, Alabama 35243

appoint **C. Austin Johnson and Donald N. Guthrie**, both being over the age of nineteen years and a citizen of the State of Alabama, acting jointly as my Attorney-in-Fact, to exercise the powers and discretions described herein below.

If one of them becomes unable to serve for any reason, I appoint the other acting alone to be my Attorney in Fact as the case may be to serve with the same powers and discretions.

My Attorney in Fact shall full power and authority to act in my behalf including execution any contract of sale, deed, affidavit, lien waiver, partnership vote or resolution or any other document necessary to contract and consummate the sale of the Montevallo Shopping Center property more particularly described in EXHIBIT "A" attached hereto and made a part hereof.

I understand and acknowledge that the sale has many contingencies to be satisfied prior to closing. I understand and acknowledge that the purchaser is Halstead Contractors, L.L.C. or assigns; the sales price is \$1,250,000.00; that from the sales price will be deducted sales commissions to the three Real Estate brokers (one of which is C. Austin Johnson, Broker, James T. Johnson Co., L.L.C. and a general partner of Sunbelt Centers, Ltd.) of 2 1/2% each, Attorney fee to Donald N. Guthrie of Guthrie & Knight, L.L.C., a general partner of Sunbelt Centers, Ltd., for legal representation during the negotiations, removal of contingencies and for representing the partnership at closing (past experience in sales involving this client have represented a legal fee for Mr. Guthrie's services of approximately \$15,000.00, therefore I consent to a legal fee to Mr. Guthrie fixed at \$15,000.00); the closing attorney and other normal closing expenses to the seller. I direct my Attorney in Fact to pay from the proceeds of the sale at closing, and prior to any distribution to me, the sales commission, Mr. Guthrie's legal fee, and the closing cost and prorations.

I direct my Attorney in Fact to employ any contractors, sub-contractors and professional including but not limited to engineers, surveyors, attorneys, accountants, and appraisers as my Attorney in Fact shall deem prudent and necessary to consummate this transaction and to pay the same from the proceeds of the sale. If such persons will not accept payment at closing, I authorize that the payment be made from the operating income of the property. This authorization of payment shall not apply to the real estate commissions nor the attorney fee to Donald Guthrie, Guthrie & Knight, L.L.C.

Any power or authority granted to my Attorney in Fact under this instrument shall be limited to the extent necessary to prevent this Power of Attorney from causing: (i) my income to be taxable to me Attorney in Fact, (ii) my assets to be subject to a general power of appointment by my Attorney in Fact.



My Attorney in Fact shall not be liable for any loss that results from a judgment error that was made in good faith. However, my Attorney in fact shall be liable for willful misconduct or failure to act in good faith while acting under the authority of this Power of Attorney. As successor Attorney in Fact shall not be liable for the acts of a prior Attorney in Fact.

No person who relies in good faith on the authority of my Attorney in fact under this instrument shall incur any liability to me, my estate, or my personal representative. I authorize my Attorney in Fact to indemnify and hold harmless any third party who accepts and acts under this instrument.

My Attorney in fact shall not receive compensation for serving as my Attorney in Fact, but may be reimbursed for reasonable expenses incurred in carrying out any of the provisions of this Power of Attorney.

My Agent shall provide unto me an accounting of all funds and all acts performed as my Attorney in Fact, but only if I so request or if such a request is made by any authorized personal representative of fiduciary acting on my behalf.

This Power of Attorney shall become effective immediately, and shall not be affected by my disability or lack of mental competence, except as may be provided otherwise by an applicable state statute. This is a Specific Authority Durable Power of Attorney. The Power of Attorney shall continue for twelve months or the closing of the sale whichever shall come first.

This Power of Attorney is one of several which together are necessary to consummate the sale of the property described in EXHIBIT "A" and therefore cannot be revoked by me at any time during its life but may be extended by me in writing upon the expiration of the twelve months.

IN WITNESS OF these presents, I the undersigned have executed this Power of Attorney this the 21<sup>st</sup> day of May, 2003.

  
DAVID FITZGERALD

**WITNESSES AND ACKNOWLEDGMENT OF NEXT PAGE**

WITNESSES

Reginald W. Comer  
WITNESS SIGNATURE

Reginald W. Comer  
PRINT NAME  
1831- Cedar Crest Circle  
STREET ADDRESS

Bham, AL 35214  
CITY, STATE & ZIP CODE

Katie Wall  
WITNESS SIGNATURE  
Katie Wall

PRINT NAME  
2242 Arlington Ave. S. #1  
STREET ADDRESS  
Birmingham, AL 35205  
CITY, STATE & ZIP CODE

Charles Austin Johnson Jr  
WITNESS SIGNATURE  
Charles Austin Johnson Jr

PRINT NAME  
6020 Beechhill Circle  
STREET ADDRESS  
B'ham AL 35242  
CITY, STATE & ZIP CODE

ACKNOWLEDGMENT

STATE OF Alabama )  
COUNTY OF \_\_\_\_\_ )

Before me, David T. Johnson, a Notary Public for said County, in said State, hereby certify that **DAVID FITZGERALD**, whose names is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day, that, being informed of the contents of the instrument he voluntarily executed same on this the day the same bears date.

Given under my hand and official seal this 21 day of May, 2003.

David T. Johnson  
NOTARY PUBLIC  
My Commission expires: May 18, 2004

**POWER OF ATTORNEY FOR SALE OF MONTEVALLO SHOPPING CENTER TO  
HALSTEAD CONTRACTORS, L.L.C.**

I, **PINK FOLMAR**, residing at:

1682 Patton Chapel Road  
Birmingham, Alabama 35226

appoint **C. Austin Johnson and Donald N. Guthrie**, both being over the age of nineteen years and a citizen of the State of Alabama, acting jointly as my Attorney-in-Fact to exercise the powers and discretions described herein below.

If one of them becomes unable to serve for any reason, I appoint the other acting alone to be my Attorney in Fact as the case may be to serve with the same powers and discretions.

My Attorney in Fact shall full power and authority to act in my behalf including execution any contract of sale, deed, affidavit, lien waiver, partnership vote or resolution or any other document necessary to contract and consummate the sale of the Montevallo Shopping Center property more particularly described in EXHIBIT "A" attached hereto and made a part hereof.

I understand and acknowledge that the sale has many contingencies to be satisfied prior to closing. I understand and acknowledge that the purchaser is Halstead Contractors, L.L.C. or assigns; the sales price is \$1,250,000.00; that from the sales price will be deducted sales commissions to the three Real Estate brokers (one of which is C. Austin Johnson, Broker, James T. Johnson Co., L.L.C. and a general partner of Sunbelt Centers, Ltd.) of 2 1/2% each, Attorney fee to Donald N. Guthrie of Guthrie & Knight, L.L.C., a general partner of Sunbelt Centers, Ltd., for legal representation during the negotiations, removal of contingencies and for representing the partnership at closing (past experience in sales involving this client have represented a legal fee for Mr. Guthrie's services of approximately \$15,000.00, therefore I consent to a legal fee to Mr. Guthrie fixed at \$15,000.00); the closing attorney and other normal closing expenses to the seller. I direct my Attorney in Fact to pay from the proceeds of the sale at closing, and prior to any distribution to me, the sales commission, Mr. Guthrie's legal fee, and the closing cost and prorations.

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This Power of Attorney is one of several which together are necessary to consummate the sale of the property described in EXHIBIT "A" and therefore cannot be revoked by me at any time during its life but may be extended by me in writing upon the expiration of the twelve months.

IN WITNESS OF these presents, I the undersigned have executed this Power of Attorney this the 21 day of May, 2003.

  
PINK FOLMAR

**WITNESSES AND ACKNOWLEDGMENT OF NEXT PAGE**

WITNESSES

Kern J. Lambert

WITNESS SIGNATURE

Reva W. Lambert

PRINT NAME

1424 Princeton Ave SW

STREET ADDRESS

B'ham AL 35211

CITY, STATE & ZIP CODE

Katie Wall

WITNESS SIGNATURE

Katie Wall

PRINT NAME

2242 Arlington Ave. S #1

STREET ADDRESS

Birmingham, AL 35205

CITY, STATE & ZIP CODE

Charles Huston Johnson Jr

WITNESS SIGNATURE

Charles Huston Johnson Jr

PRINT NAME

6020 Brookhill Circle

STREET ADDRESS

B'ham AL 35242

CITY, STATE & ZIP CODE

ACKNOWLEDGMENT

STATE OF Alabama )  
COUNTY OF \_\_\_\_\_ )

Before me, David T. Johnson, a Notary Public for said County, in said State, hereby certify that **PINK FOLMAR**, whose names is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day, that, being informed of the contents of the instrument he voluntarily executed same on this the day the same bears date.

Given under my hand and official seal this 27 day of May, 2003.

David T. Johnson  
NOTARY PUBLIC

My Commission expires: May 29, 2004

**POWER OF ATTORNEY FOR SALE OF MONTEVALLO SHOPPING CENTER TO  
HALSTEAD CONTRACTORS, L.L.C.**

I, **ROBERT LINDSEY**, residing at:

623 O'Neal Drive  
Hoover, Alabama 35226

appoint **C. Austin Johnson and Donald N. Guthrie**, both being over the age of nineteen years and a citizen of the State of Alabama, acting jointly as my Attorney-in-Fact, to exercise the powers and discretions described herein below.

If one of them becomes unable to serve for any reason, I appoint the other acting alone to be my Attorney in Fact as the case may be to serve with the same powers and discretions.

My Attorney in Fact shall full power and authority to act in my behalf including execution any contract of sale, deed, affidavit, lien waiver, partnership vote or resolution or any other document necessary to contract and consummate the sale of the Montevallo Shopping Center property more particularly described in EXHIBIT "A" attached hereto and made a part hereof.

I understand and acknowledge that the sale has many contingencies to be satisfied prior to closing. I understand and acknowledge that the purchaser is Halstead Contractors, L.L.C. or assigns; the sales price is \$1,250,000.00; that from the sales price will be deducted sales commissions to the three Real Estate brokers (one of which is C. Austin Johnson, Broker, James T. Johnson Co., L.L.C. and a general partner of Sunbelt Centers, Ltd.) of 2 1/2% each, Attorney fee to Donald N. Guthrie of Guthrie & Knight, L.L.C., a general partner of Sunbelt Centers, Ltd., for legal representation during the negotiations, removal of contingencies and for representing the partnership at closing (past experience in sales involving this client have represented a legal fee for Mr. Guthrie's services of approximately \$15,000.00, therefore I consent to a legal fee to Mr. Guthrie fixed at \$15,000.00); the closing attorney and other normal closing expenses to the seller. I direct my Attorney in Fact to pay from the proceeds of the sale at closing, and prior to any distribution to me, the sales commission, Mr. Guthrie's legal fee, and the closing cost and prorations.

I direct my Attorney in Fact to employ any contractors, sub-contractors and professional including but not limited to engineers, surveyors, attorneys, accountants, and appraisers as my Attorney in Fact shall deem prudent and necessary to consummate this transaction and to pay the same from the proceeds of the sale. If such persons will not accept payment at closing, I authorize that the payment be made from the operating income of the property. This authorization of payment shall not apply to the real estate commissions nor the attorney fee to Donald Guthrie, Guthrie & Knight, L.L.C.

Any power or authority granted to my Attorney in Fact under this instrument shall be limited to the extent necessary to prevent this Power of Attorney from causing: (i) my income to be taxable to me Attorney in Fact, (ii) my assets to be subject to a general power of appointment by my Attorney in Fact.



My Attorney in Fact shall not be liable for any loss that results from a judgment error that was made in good faith. However, my Attorney in fact shall be liable for willful misconduct or failure to act in good faith while acting under the authority of this Power of Attorney. As successor Attorney in Fact shall not be liable for the acts of a prior Attorney in Fact.

No person who relies in good faith on the authority of my Attorney in fact under this instrument shall incur any liability to me, my estate, or my personal representative. I authorize my Attorney in Fact to indemnify and hold harmless any third party who accepts and acts under this instrument.

My Attorney in fact shall not receive compensation for serving as my Attorney in Fact, but may be reimbursed for reasonable expenses incurred in carrying out any of the provisions of this Power of Attorney.

My Agent shall provide unto me an accounting of all funds and all acts performed as my Attorney in Fact, but only if I so request or if such a request is made by any authorized personal representative of fiduciary acting on my behalf.

This Power of Attorney shall become effective immediately, and shall not be affected by my disability or lack of mental competence, except as may be provided otherwise by an applicable state statute. This is a Specific Authority Durable Power of Attorney. The Power of Attorney shall continue for twelve months or the closing of the sale whichever shall come first.

This Power of Attorney is one of several which together are necessary to consummate the sale of the property described in EXHIBIT "A" and therefore cannot be revoked by me at any time during its life but may be extended by me in writing upon the expiration of the twelve months.

IN WITNESS OF these presents, I the undersigned have executed this Power of Attorney this the 21<sup>st</sup> day of May, 2003.

  
ROBERT LINDSEY

**WITNESSES AND ACKNOWLEDGMENT OF NEXT PAGE**

**WITNESSES**

\_\_\_\_\_  
WITNESS SIGNATURE

\_\_\_\_\_  
PRINT NAME

\_\_\_\_\_  
STREET ADDRESS

\_\_\_\_\_  
CITY, STATE & ZIP CODE

Katie Wall

\_\_\_\_\_  
WITNESS SIGNATURE

Katie Wall

\_\_\_\_\_  
PRINT NAME

2242 Arlington Ave. S. #1

\_\_\_\_\_  
STREET ADDRESS

Birmingham AL 35205

\_\_\_\_\_  
CITY, STATE & ZIP CODE

Charles Austin Johnson Jr.

\_\_\_\_\_  
WITNESS SIGNATURE

Charles Austin Johnson Jr

\_\_\_\_\_  
PRINT NAME

6020 Brookhill Circle

\_\_\_\_\_  
STREET ADDRESS

B'ham AL 35242

\_\_\_\_\_  
CITY, STATE & ZIP CODE

**ACKNOWLEDGMENT**

STATE OF Alabama )  
COUNTY OF \_\_\_\_\_ )

Before me, David L. Johnson, a Notary Public for said County, in said State, hereby certify that **ROBERT LINDSEY**, whose names is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day, that, being informed of the contents of the instrument he voluntarily executed same on this the day the same bears date.

Given under my hand and official seal this 20 day of May, 2003.

David L. Johnson  
NOTARY PUBLIC

My Commission expires: May 28, 2004

**POWER OF ATTORNEY FOR SALE OF MONTEVALLO SHOPPING CENTER TO  
HALSTEAD CONTRACTORS, L.L.C.**

I, **ELNORA B. COBB**, residing at:

710 Royal Tower Drive  
Birmingham, Alabama 35209

appoint **C. Austin Johnson and Donald N. Guthrie**, both being over the age of nineteen years and a citizen of the State of Alabama, acting jointly as my Attorney-in-Fact to exercise the powers and discretions described herein below.

If one of them becomes unable to serve for any reason, I appoint the other acting alone to be my Attorney in Fact as the case may be to serve with the same powers and discretions.

My Attorney in Fact shall full power and authority to act in my behalf including execution any contract of sale, deed, affidavit, lien waiver, partnership vote or resolution or any other document necessary to contract and consummate the sale of the Montevallo Shopping Center property more particularly described in EXHIBIT "A" attached hereto and made a part hereof.

I understand and acknowledge that the sale has many contingencies to be satisfied prior to closing. I understand and acknowledge that the purchaser is Halstead Contractors, L.L.C. or assigns; the sales price is \$1,250,000.00; that from the sales price will be deducted sales commissions to the three Real Estate brokers (one of which is C. Austin Johnson, Broker, James T. Johnson Co., L.L.C. and a general partner of Sunbelt Centers, Ltd.) of 2 1/2% each, Attorney fee to Donald N. Guthrie of Guthrie & Knight, L.L.C., a general partner of Sunbelt Centers, Ltd., for legal representation during the negotiations, removal of contingencies and for representing the partnership at closing (past experience in sales involving this client have represented a legal fee for Mr. Guthrie's services of approximately \$15,000.00, therefore I consent to a legal fee to Mr. Guthrie fixed at \$15,000.00); the closing attorney and other normal closing expenses to the seller. I direct my Attorney in Fact to pay from the proceeds of the sale at closing, and prior to any distribution to me, the sales commission, Mr. Guthrie's legal fee, and the closing cost and prorations.

I direct my Attorney in Fact to employ any contractors, sub-contractors and professional including but not limited to engineers, surveyors, attorneys, accountants, and appraisers as my Attorney in Fact shall deem prudent and necessary to consummate this transaction and to pay the same from the proceeds of the sale. If such persons will not accept payment at closing, I authorize that the payment be made from the operating income of the property. This authorization of payment shall not apply to the real estate commissions nor the attorney fee to Donald Guthrie, Guthrie & Knight, L.L.C.

Any power or authority granted to my Attorney in Fact under this instrument shall be limited to the extent necessary to prevent this Power of Attorney from causing: (i) my income to be taxable to me Attorney in Fact, (ii) my assets to be subject to a general power of appointment by my Attorney in Fact.



My Attorney in Fact shall not be liable for any loss that results from a judgment error that was made in good faith. However, my Attorney in fact shall be liable for willful misconduct or failure to act in good faith while acting under the authority of this Power of Attorney. As successor Attorney in Fact shall not be liable for the acts of a prior Attorney in Fact.

No person who relies in good faith on the authority of my Attorney in fact under this instrument shall incur any liability to me, my estate, or my personal representative. I authorize my Attorney in Fact to indemnify and hold harmless any third party who accepts and acts under this instrument.

My Attorney in fact shall not receive compensation for serving as my Attorney in Fact, but may be reimbursed for reasonable expenses incurred in carrying out any of the provisions of this Power of Attorney.

My Agent shall provide unto me an accounting of all funds and all acts performed as my Attorney in Fact, but only if I so request or if such a request is made by any authorized personal representative of fiduciary acting on my behalf.

This Power of Attorney shall become effective immediately, and shall not be affected by my disability or lack of mental competence, except as may be provided otherwise by an applicable state statute. This is a Specific Authority Durable Power of Attorney. The Power of Attorney shall continue for twelve months or the closing of the sale whichever shall come first.

This Power of Attorney is one of several which together are necessary to consummate the sale of the property described in EXHIBIT "A" and therefore cannot be revoked by me at any time during its life but may be extended by me in writing upon the expiration of the twelve months.

IN WITNESS OF these presents, I the undersigned have executed this Power of Attorney this the 21 day of May, 2003.

  
\_\_\_\_\_  
ELNORA B. COBB

**WITNESSES AND ACKNOWLEDGMENT OF NEXT PAGE**

WITNESSES

Melissa Edwards

WITNESS SIGNATURE

Melissa Edwards

PRINT NAME

300 Royal Tower Dr

STREET ADDRESS

B'ham, AL 35209

CITY, STATE & ZIP CODE

Katie Wall

WITNESS SIGNATURE

Katie Wall

PRINT NAME

2242 Arlington Ave. S #1

STREET ADDRESS

Birmingham, AL 35205

CITY, STATE & ZIP CODE

Charles Austin Johnson Jr.

WITNESS SIGNATURE

Charles Austin Johnson Jr.

PRINT NAME

6020 Brookhill Circle

STREET ADDRESS

Bham AL 35242

CITY, STATE & ZIP CODE

ACKNOWLEDGMENT

STATE OF Alabama )  
COUNTY OF \_\_\_\_\_ )

Before me, David T. Johnson, a Notary Public for said County, in said State, hereby certify that **ELNORA B. COBB**, whose names is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day, that, being informed of the contents of the instrument he voluntarily executed same on this the day the same bears date.

Given under my hand and official seal this 21 day of May, 2003.

David T. Johnson  
NOTARY PUBLIC  
My Commission expires: May 28, 2004

**POWER OF ATTORNEY FOR SALE OF MONTEVALLO SHOPPING CENTER TO  
HALSTEAD CONTRACTORS, L.L.C.**

I, **NEVA D. BOURGEOIS**, residing at:

1709 Carovel Circle  
Vestavia, Alabama 35216

appoint **C. Austin Johnson and Donald N. Guthrie**, both being over the age of nineteen years and a citizen of the State of Alabama, acting jointly as my Attorney-in-Fact to exercise the powers and discretions described herein below.

If one of them becomes unable to serve for any reason, I appoint the other acting alone to be my Attorney in Fact as the case may be to serve with the same powers and discretions.

My Attorney in Fact shall full power and authority to act in my behalf including execution any contract of sale, deed, affidavit, lien waiver, partnership vote or resolution or any other document necessary to contract and consummate the sale of the Montevallo Shopping Center property more particularly described in EXHIBIT "A" attached hereto and made a part hereof.

I understand and acknowledge that the sale has many contingencies to be satisfied prior to closing. I understand and acknowledge that the purchaser is Halstead Contractors, L.L.C. or assigns; the sales price is \$1,250,000.00; that from the sales price will be deducted sales commissions to the three Real Estate brokers (one of which is C. Austin Johnson, Broker, James T. Johnson Co., L.L.C. and a general partner of Sunbelt Centers, Ltd.) of 2 1/2% each, Attorney fee to Donald N. Guthrie of Guthrie & Knight, L.L.C., a general partner of Sunbelt Centers, Ltd., for legal representation during the negotiations, removal of contingencies and for representing the partnership at closing (past experience in sales involving this client have represented a legal fee for Mr. Guthrie's services of approximately \$15,000.00, therefore I consent to a legal fee to Mr. Guthrie fixed at \$15,000.00); the closing attorney and other normal closing expenses to the seller. I direct my Attorney in Fact to pay from the proceeds of the sale at closing, and prior to any distribution to me, the sales commission, Mr. Guthrie's legal fee, and the closing cost and prorations.

I direct my Attorney in Fact to employ any contractors, sub-contractors and professional including but not limited to engineers, surveyors, attorneys, accountants, and appraisers as my Attorney in Fact shall deem prudent and necessary to consummate this transaction and to pay the same from the proceeds of the sale. If such persons will not accept payment at closing, I authorize that the payment be made from the operating income of the property. This authorization of payment shall not apply to the real estate commissions nor the attorney fee to Donald Guthrie, Guthrie & Knight, L.L.C.

Any power or authority granted to my Attorney in Fact under this instrument shall be limited to the extent necessary to prevent this Power of Attorney from causing: (i) my income to be taxable to me Attorney in Fact, (ii) my assets to be subject to a general power of appointment by my Attorney in Fact.



My Attorney in Fact shall not be liable for any loss that results from a judgment error that was made in good faith. However, my Attorney in fact shall be liable for willful misconduct or failure to act in good faith while acting under the authority of this Power of Attorney. As successor Attorney in Fact shall not be liable for the acts of a prior Attorney in Fact.

No person who relies in good faith on the authority of my Attorney in fact under this instrument shall incur any liability to me, my estate, or my personal representative. I authorize my Attorney in Fact to indemnify and hold harmless any third party who accepts and acts under this instrument.

My Attorney in fact shall not receive compensation for serving as my Attorney in Fact, but may be reimbursed for reasonable expenses incurred in carrying out any of the provisions of this Power of Attorney.

My Agent shall provide unto me an accounting of all funds and all acts performed as my Attorney in Fact, but only if I so request or if such a request is made by any authorized personal representative of fiduciary acting on my behalf.

This Power of Attorney shall become effective immediately, and shall not be affected by my disability or lack of mental competence, except as may be provided otherwise by an applicable state statute. This is a Specific Authority Durable Power of Attorney. The Power of Attorney shall continue for twelve months or the closing of the sale whichever shall come first.

This Power of Attorney is one of several which together are necessary to consummate the sale of the property described in EXHIBIT "A" and therefore cannot be revoked by me at any time during its life but may be extended by me in writing upon the expiration of the twelve months.

IN WITNESS OF these presents, I the undersigned have executed this Power of Attorney this the 22<sup>nd</sup> day of May, 2003.

  
NEVA D. BOURGEOIS

**WITNESSES AND ACKNOWLEDGMENT OF NEXT PAGE**

**WITNESSES**

\_\_\_\_\_  
WITNESS SIGNATURE

\_\_\_\_\_  
PRINT NAME

\_\_\_\_\_  
STREET ADDRESS

\_\_\_\_\_  
CITY, STATE & ZIP CODE

Katie Wall  
\_\_\_\_\_  
WITNESS SIGNATURE  
2242 Arlington Ave. S. #1  
\_\_\_\_\_  
PRINT NAME  
Katie Wall  
\_\_\_\_\_  
STREET ADDRESS  
Birmingham, AL 35205  
\_\_\_\_\_  
CITY, STATE & ZIP CODE

\_\_\_\_\_  
WITNESS SIGNATURE

\_\_\_\_\_  
PRINT NAME

\_\_\_\_\_  
STREET ADDRESS

\_\_\_\_\_  
CITY, STATE & ZIP CODE

**ACKNOWLEDGMENT**

STATE OF Alabama )  
COUNTY OF \_\_\_\_\_ )

Before me, David T. Johnson, a Notary Public for said County, in said State, hereby certify that **NEVA D. BOURGEOIS**, whose names is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day, that, being informed of the contents of the instrument he voluntarily executed same on this the day the same bears date.

Given under my hand and official seal this 22 day of May, 2003.

David T. Johnson  
\_\_\_\_\_  
NOTARY PUBLIC

My Commission expires: May 28, 2004

**POWER OF ATTORNEY FOR SALE OF MONTEVALLO SHOPPING CENTER TO  
HALSTEAD CONTRACTORS, L.L.C.**

**I, LYNN JOHNSON**, residing at:

301 Crest Drive  
Homewood, Alabama 35209

appoint **C. Austin Johnson and Donald N. Guthrie**, both being over the age of nineteen years and a citizen of the State of Alabama, acting jointly as my Attorney-in-Fact to exercise the powers and discretions described herein below.

If one of them becomes unable to serve for any reason, I appoint the other acting alone to be my Attorney in Fact as the case may be to serve with the same powers and discretions.

My Attorney in Fact shall full power and authority to act in my behalf including execution any contract of sale, deed, affidavit, lien waiver, partnership vote or resolution or any other document necessary to contract and consummate the sale of the Montevallo Shopping Center property more particularly described in EXHIBIT "A" attached hereto and made a part hereof.

I understand and acknowledge that the sale has many contingencies to be satisfied prior to closing. I understand and acknowledge that the purchaser is Halstead Contractors, L.L.C. or assigns; the sales price is \$1,250,000.00; that from the sales price will be deducted sales commissions to the three Real Estate brokers (one of which is C. Austin Johnson, Broker, James T. Johnson Co., L.L.C. and a general partner of Sunbelt Centers, Ltd.) of 2 1/2% each, Attorney fee to Donald N. Guthrie of Guthrie & Knight, L.L.C., a general partner of Sunbelt Centers, Ltd., for legal representation during the negotiations, removal of contingencies and for representing the partnership at closing (past experience in sales involving this client have represented a legal fee for Mr. Guthrie's services of approximately \$15,000.00, therefore I consent to a legal fee to Mr. Guthrie fixed at \$15,000.00); the closing attorney and other normal closing expenses to the seller. I direct my Attorney in Fact to pay from the proceeds of the sale at closing, and prior to any distribution to me, the sales commission, Mr. Guthrie's legal fee, and the closing cost and prorations.

I direct my Attorney in Fact to employ any contractors, sub-contractors and professional including but not limited to engineers, surveyors, attorneys, accountants, and appraisers as my Attorney in Fact shall deem prudent and necessary to consummate this transaction and to pay the same from the proceeds of the sale. If such persons will not accept payment at closing, I authorize that the payment be made from the operating income of the property. This authorization of payment shall not apply to the real estate commissions nor the attorney fee to Donald Guthrie, Guthrie & Knight, L.L.C.

Any power or authority granted to my Attorney in Fact under this instrument shall be limited to the extent necessary to prevent this Power of Attorney from causing: (i) my income to be taxable to me Attorney in Fact, (ii) my assets to be subject to a general power of appointment by my Attorney in Fact.



My Attorney in Fact shall not be liable for any loss that results from a judgment error that was made in good faith. However, my Attorney in fact shall be liable for willful misconduct or failure to act in good faith while acting under the authority of this Power of Attorney. As successor Attorney in Fact shall not be liable for the acts of a prior Attorney in Fact.

No person who relies in good faith on the authority of my Attorney in fact under this instrument shall incur any liability to me, my estate, or my personal representative. I authorize my Attorney in Fact to indemnify and hold harmless any third party who accepts and acts under this instrument.

My Attorney in fact shall not receive compensation for serving as my Attorney in Fact, but may be reimbursed for reasonable expenses incurred in carrying out any of the provisions of this Power of Attorney.

My Agent shall provide unto me an accounting of all funds and all acts performed as my Attorney in Fact, but only if I so request or if such a request is made by any authorized personal representative of fiduciary acting on my behalf.

This Power of Attorney shall become effective immediately, and shall not be affected by my disability or lack of mental competence, except as may be provided otherwise by an applicable state statute. This is a Specific Authority Durable Power of Attorney. The Power of Attorney shall continue for twelve months or the closing of the sale whichever shall come first.

This Power of Attorney is one of several which together are necessary to consummate the sale of the property described in EXHIBIT "A" and therefore cannot be revoked by me at any time during its life but may be extended by me in writing upon the expiration of the twelve months.

IN WITNESS OF these presents, I the undersigned have executed this Power of Attorney this the 22 day of May, 2003.

  
LYNN JOHNSON

**WITNESSES AND ACKNOWLEDGMENT OF NEXT PAGE**

**WITNESSES**

\_\_\_\_\_  
WITNESS SIGNATURE

\_\_\_\_\_  
PRINT NAME

\_\_\_\_\_  
STREET ADDRESS

\_\_\_\_\_  
CITY, STATE & ZIP CODE

Katie Wall  
\_\_\_\_\_  
WITNESS SIGNATURE

Katie Wall  
\_\_\_\_\_  
PRINT NAME

2242 Arlington Ave. S. #1  
\_\_\_\_\_  
STREET ADDRESS

Birmingham, AL 35205  
\_\_\_\_\_  
CITY, STATE & ZIP CODE

Charles Austin Johnson Jr  
\_\_\_\_\_  
WITNESS SIGNATURE

Charles Austin Johnson Jr  
\_\_\_\_\_  
PRINT NAME

6020 Brookhill Circle  
\_\_\_\_\_  
STREET ADDRESS

B'ham AL 35242  
\_\_\_\_\_  
CITY, STATE & ZIP CODE

**ACKNOWLEDGMENT**

STATE OF Alabama )  
COUNTY OF \_\_\_\_\_ )

Before me, David T. Johnson, a Notary Public for said County, in said State, hereby certify that **LYNN. JOHNSON**, whose names is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day, that, being informed of the contents of the instrument he voluntarily executed same on this the day the same bears date.

Given under my hand and official seal this 27 day of May, 2003.

David T. Johnson  
\_\_\_\_\_  
NOTARY PUBLIC  
My Commission expires: May 28, 2004

**POWER OF ATTORNEY FOR SALE OF MONTEVALLO SHOPPING CENTER TO  
HALSTEAD CONTRACTORS, L.L.C.**

**I, JAMES E. ROBERTS**, residing at:

1231 South 31<sup>st</sup> Street  
Birmingham, Alabama 35205

appoint **C. Austin Johnson and Donald N. Guthrie**, both being over the age of nineteen years and a citizen of the State of Alabama, acting jointly as my Attorney-in-Fact to exercise the powers and discretions described herein below.

If one of them becomes unable to serve for any reason, I appoint the other acting alone to be my Attorney in Fact as the case may be to serve with the same powers and discretions.

My Attorney in Fact shall full power and authority to act in my behalf including execution any contract of sale, deed, affidavit, lien waiver, partnership vote or resolution or any other document necessary to contract and consummate the sale of the Montevallo Shopping Center property more particularly described in EXHIBIT "A" attached hereto and made a part hereof.

I understand and acknowledge that the sale has many contingencies to be satisfied prior to closing. I understand and acknowledge that the purchaser is Halstead Contractors, L.L.C. or assigns; the sales price is \$1,250,000.00; that from the sales price will be deducted sales commissions to the three Real Estate brokers (one of which is C. Austin Johnson, Broker, James T. Johnson Co., L.L.C. and a general partner of Sunbelt Centers, Ltd.) of 2 1/2% each, Attorney fee to Donald N. Guthrie of Guthrie & Knight, L.L.C., a general partner of Sunbelt Centers, Ltd., for legal representation during the negotiations, removal of contingencies and for representing the partnership at closing (past experience in sales involving this client have represented a legal fee for Mr. Guthrie's services of approximately \$15,000.00, therefore I consent to a legal fee to Mr. Guthrie fixed at \$15,000.00); the closing attorney and other normal closing expenses to the seller. I direct my Attorney in Fact to pay from the proceeds of the sale at closing, and prior to any distribution to me, the sales commission, Mr. Guthrie's legal fee, and the closing cost and prorations.

I direct my Attorney in Fact to employ any contractors, sub-contractors and professional including but not limited to engineers, surveyors, attorneys, accountants, and appraisers as my Attorney in Fact shall deem prudent and necessary to consummate this transaction and to pay the same from the proceeds of the sale. If such persons will not accept payment at closing, I authorize that the payment be made from the operating income of the property. This authorization of payment shall not apply to the real estate commissions nor the attorney fee to Donald Guthrie, Guthrie & Knight, L.L.C.

Any power or authority granted to my Attorney in Fact under this instrument shall be limited to the extent necessary to prevent this Power of Attorney from causing: (i) my income to be taxable to me Attorney in Fact, (ii) my assets to be subject to a general power of appointment by my Attorney in Fact.



My Attorney in Fact shall not be liable for any loss that results from a judgment error that was made in good faith. However, my Attorney in fact shall be liable for willful misconduct or failure to act in good faith while acting under the authority of this Power of Attorney. As successor Attorney in Fact shall not be liable for the acts of a prior Attorney in Fact.

No person who relies in good faith on the authority of my Attorney in fact under this instrument shall incur any liability to me, my estate, or my personal representative. I authorize my Attorney in Fact to indemnify and hold harmless any third party who accepts and acts under this instrument.


My Attorney in fact shall not receive compensation for serving as my Attorney in Fact, but may be reimbursed for reasonable expenses incurred in carrying out any of the provisions of this Power of Attorney.

My Agent shall provide unto me an accounting of all funds and all acts performed as my Attorney in Fact, but only if I so request or if such a request is made by any authorized personal representative of fiduciary acting on my behalf.

This Power of Attorney shall become effective immediately, and shall not be affected by my disability or lack of mental competence, except as may be provided otherwise by an applicable state statute. This is a Specific Authority Durable Power of Attorney. The Power of Attorney shall continue for twelve months or the closing of the sale whichever shall come first.

This Power of Attorney is one of several which together are necessary to consummate the sale of the property described in EXHIBIT "A" and therefore cannot be revoked by me at any time during its life but may be extended by me in writing upon the expiration of the twelve months.

IN WITNESS OF these presents, I the undersigned have executed this Power of Attorney this the 21<sup>st</sup> day of May, 2003.

  
\_\_\_\_\_  
JAMES E. ROBERTS

**WITNESSES AND ACKNOWLEDGMENT OF NEXT PAGE**

WITNESSES

Leigh Green  
WITNESS SIGNATURE

Leigh Green  
PRINT NAME  
434 Midridge Ln  
STREET ADDRESS

Pelham, AL 35124  
CITY, STATE & ZIP CODE

Katie Wall  
WITNESS SIGNATURE  
Katie Wall

PRINT NAME  
2242 Arlington Ave S #1  
STREET ADDRESS  
Birmingham, AL 35205  
CITY, STATE & ZIP CODE

Charles Austin Johnson Jr  
WITNESS SIGNATURE

PRINT NAME  
6020 Brookhill Circle  
STREET ADDRESS  
B'ham AL 35242  
CITY, STATE & ZIP CODE

ACKNOWLEDGMENT

STATE OF Alabama)  
COUNTY OF \_\_\_\_\_)

Before me, David T. Johnson, a Notary Public for said County, in said State, hereby certify that **JAMES E. ROBERTS**, whose names is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day, that, being informed of the contents of the instrument he voluntarily executed same on this the day the same bears date.

Given under my hand and official seal this 21 day of May, 2003.

David T. Johnson  
NOTARY PUBLIC  
My Commission expires: May 28, 2004

**POWER OF ATTORNEY FOR SALE OF MONTEVALLO SHOPPING CENTER TO  
HALSTEAD CONTRACTORS, L.L.C.**

I, **JAMES T. JOHNSON, III**, residing at:

332 Lathrop Avenue  
Homewood, Alabama 35209

appoint **C. Austin Johnson and Donald N. Guthrie**, both being over the age of nineteen years and a citizen of the State of Alabama, acting jointly as my Attorney-in-Fact to exercise the powers and discretions described herein below.

If one of them becomes unable to serve for any reason, I appoint the other acting alone to be my Attorney in Fact as the case may be to serve with the same powers and discretions.

My Attorney in Fact shall full power and authority to act in my behalf including execution any contract of sale, deed, affidavit, lien waiver, partnership vote or resolution or any other document necessary to contract and consummate the sale of the Montevallo Shopping Center property more particularly described in EXHIBIT "A" attached hereto and made a part hereof.


I understand and acknowledge that the sale has many contingencies to be satisfied prior to closing. I understand and acknowledge that the purchaser is Halstead Contractors, L.L.C. or assigns; the sales price is \$1,250,000.00; that from the sales price will be deducted sales commissions to the three Real Estate brokers (one of which is C. Austin Johnson, Broker, James T. Johnson Co., L.L.C. and a general partner of Sunbelt Centers, Ltd.) of 2 1/2% each, Attorney fee to Donald N. Guthrie of Guthrie & Knight, L.L.C., a general partner of Sunbelt Centers, Ltd., for legal representation during the negotiations, removal of contingencies and for representing the partnership at closing (past experience in sales involving this client have represented a legal fee for Mr. Guthrie's services of approximately \$15,000.00, therefore I consent to a legal fee to Mr. Guthrie fixed at \$15,000.00); the closing attorney and other normal closing expenses to the seller. I direct my Attorney in Fact to pay from the proceeds of the sale at closing, and prior to any distribution to me, the sales commission, Mr. Guthrie's legal fee, and the closing cost and prorations.

I direct my Attorney in Fact to employ any contractors, sub-contractors and professional including but not limited to engineers, surveyors, attorneys, accountants, and appraisers as my Attorney in Fact shall deem prudent and necessary to consummate this transaction and to pay the same from the proceeds of the sale. If such persons will not accept payment at closing, I authorize that the payment be made from the operating income of the property. This authorization of payment shall not apply to the real estate commissions nor the attorney fee to Donald Guthrie, Guthrie & Knight, L.L.C.

Any power or authority granted to my Attorney in Fact under this instrument shall be limited to the extent necessary to prevent this Power of Attorney from causing: (i) my income to be taxable to me Attorney in Fact, (ii) my assets to be subject to a general power of appointment by my Attorney in Fact.



My Attorney in Fact shall not be liable for any loss that results from a judgment error that was made in good faith. However, my Attorney in fact shall be liable for willful misconduct or failure to act in good faith while acting under the authority of this Power of Attorney. As successor Attorney in Fact shall not be liable for the acts of a prior Attorney in Fact.

 No person who relies in good faith on the authority of my Attorney in fact under this instrument shall incur any liability <sup>from</sup> ~~to~~ me, my estate, or my personal representative. I authorize my Attorney in Fact to indemnify and hold harmless any third party who accepts and acts under this instrument.

My Attorney in fact shall not receive compensation for serving as my Attorney in Fact, but may be reimbursed for reasonable expenses incurred in carrying out any of the provisions of this Power of Attorney.

My Agent shall provide unto me an accounting of all funds and all acts performed as my Attorney in Fact, but only if I so request or if such a request is made by any authorized personal representative of fiduciary acting on my behalf.

This Power of Attorney shall become effective immediately, and shall not be affected by my disability or lack of mental competence, except as may be provided otherwise by an applicable state statute. This is a Specific Authority Durable Power of Attorney. The Power of Attorney shall continue for twelve months or the closing of the sale whichever shall come first.

This Power of Attorney is one of several which together are necessary to consummate the sale of the property described in EXHIBIT "A" and therefore cannot be revoked by me at any time during its life but may be extended by me in writing upon the expiration of the twelve months.

IN WITNESS OF these presents, I the undersigned have executed this Power of Attorney this the 21<sup>st</sup> day of MAY, 2003.

  
JAMES T. JOHNSON, III

**WITNESSES AND ACKNOWLEDGMENT OF NEXT PAGE**

WITNESSES

Betty B. Johnson  
WITNESS SIGNATURE

Betty B. Johnson  
PRINT NAME

301-Crest Dr  
STREET ADDRESS

B'ham, AL 35209  
CITY, STATE & ZIP CODE

\_\_\_\_\_  
WITNESS SIGNATURE

\_\_\_\_\_  
PRINT NAME

\_\_\_\_\_  
STREET ADDRESS

\_\_\_\_\_  
CITY, STATE & ZIP CODE

Charles Austin Johnson Jr  
WITNESS SIGNATURE

Charles Austin Johnson Jr  
PRINT NAME

6020 Brookhill Cir.  
STREET ADDRESS

B'ham AL 35242  
CITY, STATE & ZIP CODE

ACKNOWLEDGMENT

STATE OF Alabama )  
COUNTY OF \_\_\_\_\_ )

Before me, David T. Johnson, a Notary Public for said County, in said State, hereby certify that **JAMES T. JOHNSON, III**, whose names is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day, that, being informed of the contents of the instrument he voluntarily executed same on this the day the same bears date.

Given under my hand and official seal this 21 day of May, 2003.

David T. Johnson  
NOTARY PUBLIC  
My Commission expires: May 24, 2004

**POWER OF ATTORNEY FOR SALE OF MONTEVALLO SHOPPING CENTER TO  
HALSTEAD CONTRACTORS, L.L.C.**

*Gerda*  
I, **GREDA CARMICHAEL**, residing at:

302 Crest Drive  
Homewood, Alabama 35209

appoint **C. Austin Johnson and Donald N. Guthrie**, both being over the age of nineteen years and a citizen of the State of Alabama, acting jointly as my Attorney-in-Fact to exercise the powers and discretions described herein below.

If one of them becomes unable to serve for any reason, I appoint the other acting alone to be my Attorney in Fact as the case may be to serve with the same powers and discretions.

My Attorney in Fact shall full power and authority to act in my behalf including execution any contract of sale, deed, affidavit, lien waiver, partnership vote or resolution or any other document necessary to contract and consummate the sale of the Montevallo Shopping Center property more particularly described in EXHIBIT "A" attached hereto and made a part hereof.

I understand and acknowledge that the sale has many contingencies to be satisfied prior to closing. I understand and acknowledge that the purchaser is Halstead Contractors, L.L.C. or assigns; the sales price is \$1,250,000.00; that from the sales price will be deducted sales commissions to the three Real Estate brokers (one of which is C. Austin Johnson, Broker, James T. Johnson Co., L.L.C. and a general partner of Sunbelt Centers, Ltd.) of 2 1/2% each, Attorney fee to Donald N. Guthrie of Guthrie & Knight, L.L.C., a general partner of Sunbelt Centers, Ltd., for legal representation during the negotiations, removal of contingencies and for representing the partnership at closing (past experience in sales involving this client have represented a legal fee for Mr. Guthrie's services of approximately \$15,000.00, therefore I consent to a legal fee to Mr. Guthrie fixed at \$15,000.00); the closing attorney and other normal closing expenses to the seller. I direct my Attorney in Fact to pay from the proceeds of the sale at closing, and prior to any distribution to me, the sales commission, Mr. Guthrie's legal fee, and the closing cost and prorations.

I direct my Attorney in Fact to employ any contractors, sub-contractors and professional including but not limited to engineers, surveyors, attorneys, accountants, and appraisers as my Attorney in Fact shall deem prudent and necessary to consummate this transaction and to pay the same from the proceeds of the sale. If such persons will not accept payment at closing, I authorize that the payment be made from the operating income of the property. This authorization of payment shall not apply to the real estate commissions nor the attorney fee to Donald Guthrie, Guthrie & Knight, L.L.C.

Any power or authority granted to my Attorney in Fact under this instrument shall be limited to the extent necessary to prevent this Power of Attorney from causing: (i) my income to be taxable to me Attorney in Fact, (ii) my assets to be subject to a general power of appointment by my Attorney in Fact.



My Attorney in Fact shall not be liable for any loss that results from a judgment error that was made in good faith. However, my Attorney in fact shall be liable for willful misconduct or failure to act in good faith while acting under the authority of this Power of Attorney. As successor Attorney in Fact shall not be liable for the acts of a prior Attorney in Fact.

No person who relies in good faith on the authority of my Attorney in fact under this instrument shall incur any liability to me, my estate, or my personal representative. I authorize my Attorney in Fact to indemnify and hold harmless any third party who accepts and acts under this instrument.

My Attorney in fact shall not receive compensation for serving as my Attorney in Fact, but may be reimbursed for reasonable expenses incurred in carrying out any of the provisions of this Power of Attorney.

My Agent shall provide unto me an accounting of all funds and all acts performed as my Attorney in Fact, but only if I so request or if such a request is made by any authorized personal representative of fiduciary acting on my behalf.

This Power of Attorney shall become effective immediately, and shall not be affected by my disability or lack of mental competence, except as may be provided otherwise by an applicable state statute. This is a Specific Authority Durable Power of Attorney. The Power of Attorney shall continue for twelve months or the closing of the sale whichever shall come first.

This Power of Attorney is one of several which together are necessary to consummate the sale of the property described in EXHIBIT "A" and therefore cannot be revoked by me at any time during its life but may be extended by me in writing upon the expiration of the twelve months.

IN WITNESS OF these presents, I the undersigned have executed this Power of Attorney this the 7th day of June, 2003.

  
GREDA CARMICHAEL  
Greda

**WITNESSES AND ACKNOWLEDGMENT OF NEXT PAGE**

WITNESSES

Elizabeth B. Suther  
WITNESS SIGNATURE

Elizabeth B. SUTHER  
PRINT NAME

300 CREST DR  
STREET ADDRESS

BIRMINGHAM, AL 35209  
CITY, STATE & ZIP CODE

Kelly A. Johnson  
WITNESS SIGNATURE

Kelly A. Johnson  
PRINT NAME

332 Lathrop Ave  
STREET ADDRESS

Birmingham, AL 35209  
CITY, STATE & ZIP CODE

Charles Martin Johnson Jr  
WITNESS SIGNATURE

Charles Martin Johnson Jr  
PRINT NAME

6020 Brookhill Cir  
STREET ADDRESS

Phon AL 35242  
CITY, STATE & ZIP CODE

ACKNOWLEDGMENT

STATE OF Alabama )  
COUNTY OF St Clair )

Before me, Gregory K. Keith, a Notary Public for said County, in said State, hereby certify that GERDA CARMICHAEL, whose names is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day, that, being informed of the contents of the instrument he voluntarily executed same on this the day the same bears date.

Given under my hand and official seal this 7<sup>th</sup> day of June, 2003.

Gregory K. Keith  
NOTARY PUBLIC

My Commission expires: 10/20/2004

**POWER OF ATTORNEY FOR SALE OF MONTEVALLO SHOPPING CENTER TO  
HALSTEAD CONTRACTORS, L.L.C.**

I, **JO A. BARNARD BROADWATER**, residing at:

119 Aaron Parc Ct.  
Pelham, Alabama 35124

appoint **C. Austin Johnson and Donald N. Guthrie**, both being over the age of nineteen years and a citizen of the State of Alabama, acting jointly as my Attorney-in-Fact to exercise the powers and discretions described herein below.

If one of them becomes unable to serve for any reason, I appoint the other acting alone to be my Attorney in Fact as the case may be to serve with the same powers and discretions.

My Attorney in Fact shall full power and authority to act in my behalf including execution any contract of sale, deed, affidavit, lien waiver, partnership vote or resolution or any other document necessary to contract and consummate the sale of the Montevallo Shopping Center property more particularly described in EXHIBIT "A" attached hereto and made a part hereof.

I understand and acknowledge that the sale has many contingencies to be satisfied prior to closing. I understand and acknowledge that the purchaser is Halstead Contractors, L.L.C. or assigns; the sales price is \$1,250,000.00; that from the sales price will be deducted sales commissions to the three Real Estate brokers (one of which is C. Austin Johnson, Broker, James T. Johnson Co., L.L.C. and a general partner of Sunbelt Centers, Ltd.) of 2 1/2% each, Attorney fee to Donald N. Guthrie of Guthrie & Knight, L.L.C., a general partner of Sunbelt Centers, Ltd., for legal representation during the negotiations, removal of contingencies and for representing the partnership at closing (past experience in sales involving this client have represented a legal fee for Mr. Guthrie's services of approximately \$15,000.00, therefore I consent to a legal fee to Mr. Guthrie fixed at \$15,000.00); the closing attorney and other normal closing expenses to the seller. I direct my Attorney in Fact to pay from the proceeds of the sale at closing, and prior to any distribution to me, the sales commission, Mr. Guthrie's legal fee, and the closing cost and prorations.

I direct my Attorney in Fact to employ any contractors, sub-contractors and professional including but not limited to engineers, surveyors, attorneys, accountants, and appraisers as my Attorney in Fact shall deem prudent and necessary to consummate this transaction and to pay the same from the proceeds of the sale. If such persons will not accept payment at closing, I authorize that the payment be made from the operating income of the property. This authorization of payment shall not apply to the real estate commissions nor the attorney fee to Donald Guthrie, Guthrie & Knight, L.L.C.

Any power or authority granted to my Attorney in Fact under this instrument shall be limited to the extent necessary to prevent this Power of Attorney from causing: (i) my income to be taxable to me Attorney in Fact, (ii) my assets to be subject to a general power of appointment by my Attorney in Fact.



My Attorney in Fact shall not be liable for any loss that results from a judgment error that was made in good faith. However, my Attorney in fact shall be liable for willful misconduct or failure to act in good faith while acting under the authority of this Power of Attorney. As successor Attorney in Fact shall not be liable for the acts of a prior Attorney in Fact.

No person who relies in good faith on the authority of my Attorney in fact under this instrument shall incur any liability to me, my estate, or my personal representative. I authorize my Attorney in Fact to indemnify and hold harmless any third party who accepts and acts under this instrument.

My Attorney in fact shall not receive compensation for serving as my Attorney in Fact, but may be reimbursed for reasonable expenses incurred in carrying out any of the provisions of this Power of Attorney.

My Agent shall provide unto me an accounting of all funds and all acts performed as my Attorney in Fact, but only if I so request or if such a request is made by any authorized personal representative of fiduciary acting on my behalf.

This Power of Attorney shall become effective immediately, and shall not be affected by my disability or lack of mental competence, except as may be provided otherwise by an applicable state statute. This is a Specific Authority Durable Power of Attorney. The Power of Attorney shall continue for twelve months or the closing of the sale whichever shall come first.

This Power of Attorney is one of several which together are necessary to consummate the sale of the property described in EXHIBIT "A" and therefore cannot be revoked by me at any time during its life but may be extended by me in writing upon the expiration of the twelve months.

IN WITNESS OF these presents, I the undersigned have executed this Power of Attorney this the 30 day of MAY, 2003.

  
JO X. BARNARD BROADWATER  
JB

**WITNESSES AND ACKNOWLEDGMENT OF NEXT PAGE**

WITNESSES



WITNESS SIGNATURE

Ron Dinsmore

PRINT NAME

4711 Tucker St.

STREET ADDRESS

Vincent, AL 35178

CITY, STATE & ZIP CODE

Lynn M. Johnson

WITNESS SIGNATURE

Lynn M. Johnson

PRINT NAME

6020 Brookhill Circle

STREET ADDRESS

Birmingham, AL 35242

CITY, STATE & ZIP CODE

Rosalyn L. Tissier  
Rosalyn L. Tissier  
5661 Lazy Acres Trail  
Pinson, AL 35126

Joe Nidiff

WITNESS SIGNATURE

Joe Nidiff

PRINT NAME

113 Pine Street

STREET ADDRESS

Hueytown AL 35023

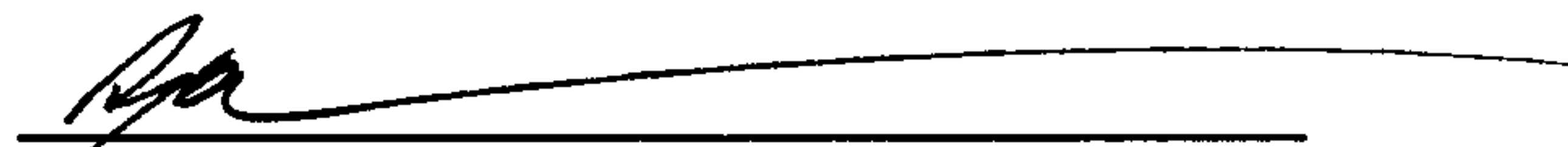
CITY, STATE & ZIP CODE

ACKNOWLEDGMENT

STATE OF ALABAMA )  
COUNTY OF SHELBY )

Before me, BOBBY S. DURHAM, a Notary Public for said County, in said State, hereby certify that JOE BARNARD BROADWATER, whose names is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day, that, being informed of the contents of the instrument he voluntarily executed same on this the day the same bears date.

Given under my hand and official seal this 30 day of MAY, 2003.



NOTARY PUBLIC

My Commission expires: 10-12-04

**POWER OF ATTORNEY FOR SALE OF MONTEVALLO SHOPPING CENTER TO  
HALSTEAD CONTRACTORS, L.L.C.**

I, **JANIE MASHBURN**, residing at:

2109 Vestavia Drive  
Birmingham, Alabama 35216

appoint **C. Austin Johnson and Donald N. Guthrie**, both being over the age of nineteen years and a citizen of the State of Alabama, acting jointly as my Attorney-in-Fact, to exercise the powers and discretions described herein below.

If one of them becomes unable to serve for any reason, I appoint the other acting alone to be my Attorney in Fact as the case may be to serve with the same powers and discretions.

My Attorney in Fact shall full power and authority to act in my behalf including execution any contract of sale, deed, affidavit, lien waiver, partnership vote or resolution or any other document necessary to contract and consummate the sale of the Montevallo Shopping Center property more particularly described in EXHIBIT "A" attached hereto and made a part hereof.

I understand and acknowledge that the sale has many contingencies to be satisfied prior to closing. I understand and acknowledge that the purchaser is Halstead Contractors, L.L.C. or assigns; the sales price is \$1,250,000.00; that from the sales price will be deducted sales commissions to the three Real Estate brokers (one of which is C. Austin Johnson, Broker, James T. Johnson Co., L.L.C. and a general partner of Sunbelt Centers, Ltd.) of 2 1/2% each, Attorney fee to Donald N. Guthrie of Guthrie & Knight, L.L.C., a general partner of Sunbelt Centers, Ltd., for legal representation during the negotiations, removal of contingencies and for representing the partnership at closing (past experience in sales involving this client have represented a legal fee for Mr. Guthrie's services of approximately \$15,000.00, therefore I consent to a legal fee to Mr. Guthrie fixed at \$15,000.00); the closing attorney and other normal closing expenses to the seller. I direct my Attorney in Fact to pay from the proceeds of the sale at closing, and prior to any distribution to me, the sales commission, Mr. Guthrie's legal fee, and the closing cost and prorations.

I direct my Attorney in Fact to employ any contractors, sub-contractors and professional including but not limited to engineers, surveyors, attorneys, accountants, and appraisers as my Attorney in Fact shall deem prudent and necessary to consummate this transaction and to pay the same from the proceeds of the sale. If such persons will not accept payment at closing, I authorize that the payment be made from the operating income of the property. This authorization of payment shall not apply to the real estate commissions nor the attorney fee to Donald Guthrie, Guthrie & Knight, L.L.C.

Any power or authority granted to my Attorney in Fact under this instrument shall be limited to the extent necessary to prevent this Power of Attorney from causing: (i) my



income to be taxable to me Attorney in Fact, (ii) my assets to be subject to a general power of appointment by my Attorney in Fact.

My Attorney in Fact shall not be liable for any loss that results from a judgment error that was made in good faith. However, my Attorney in fact shall be liable for willful misconduct or failure to act in good faith while acting under the authority of this Power of Attorney. As successor Attorney in Fact shall not be liable for the acts of a prior Attorney in Fact.

No person who relies in good faith on the authority of my Attorney in fact under this instrument shall incur any liability to me, my estate, or my personal representative. I authorize my Attorney in Fact to indemnify and hold harmless any third party who accepts and acts under this instrument.

My Attorney in fact shall not receive compensation for serving as my Attorney in Fact, but may be reimbursed for reasonable expenses incurred in carrying out any of the provisions of this Power of Attorney.

My Agent shall provide unto me an accounting of all funds and all acts performed as my Attorney in Fact, but only if I so request or if such a request is made by any authorized personal representative of fiduciary acting on my behalf.

This Power of Attorney shall become effective immediately, and shall not be affected by my disability or lack of mental competence, except as may be provided otherwise by an applicable state statute. This is a Specific Authority Durable Power of Attorney. The Power of Attorney shall continue for twelve months or the closing of the sale whichever shall come first.

This Power of Attorney is one of several which together are necessary to consummate the sale of the property described in EXHIBIT "A" and therefore cannot be revoked by me at any time during its life but may be extended by me in writing upon the expiration of the twelve months.

IN WITNESS OF these presents, I the undersigned have executed this Power of Attorney this the \_\_\_\_\_ day of \_\_\_\_\_, 2003.

  
JANIE MASHBURN

**WITNESSES AND ACKNOWLEDGMENT OF NEXT PAGE**

WITNESSES

Emily A. Johnson  
WITNESS SIGNATURE

Emily A. Johnson  
PRINT NAME

6020 Brook Hill Cir  
STREET ADDRESS

Bham, AL 35242  
CITY, STATE & ZIP CODE

Lynn M. Johnson  
WITNESS SIGNATURE

Lynn M. Johnson  
PRINT NAME

6020 Brookhill Cir.  
STREET ADDRESS

B'ham AL 35242  
CITY, STATE & ZIP CODE

Dianne S. Small (Dianne S. Small)  
WITNESS SIGNATURE

2113 Vestara Pl.  
PRINT NAME

B'ham, AL 35216  
STREET ADDRESS

CITY, STATE & ZIP CODE

ACKNOWLEDGMENT

STATE OF Alabama )  
COUNTY OF St. Clair )

Before me, Gregory K. Keith, a Notary Public for said County, in said State, hereby certify that **JANIE MASHBURN**, whose names is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day, that, being informed of the contents of the instrument he voluntarily executed same on this the day the same bears date.

Given under my hand and official seal this 28<sup>th</sup> day of May, 2003.

Gregory K. Keith  
NOTARY PUBLIC  
My Commission expires: 10/20/2004

**POWER OF ATTORNEY FOR SALE OF MONTEVALLO SHOPPING CENTER TO  
HALSTEAD CONTRACTORS, L.L.C.**

I, **LESLIE B. ADAMS**, residing at:

3021 Cherokee Road  
Mountain Brook, Alabama 35223

appoint **C. Austin Johnson and Donald N. Guthrie**, both being over the age of nineteen years and a citizen of the State of Alabama, acting jointly as my Attorney-in-Fact to exercise the powers and discretions described herein below.

If one of them becomes unable to serve for any reason, I appoint the other acting alone to be my Attorney in Fact as the case may be to serve with the same powers and discretions.

My Attorney in Fact shall full power and authority to act in my behalf including execution any contract of sale, deed, affidavit, lien waiver, partnership vote or resolution or any other document necessary to contract and consummate the sale of the Montevallo Shopping Center property more particularly described in EXHIBIT "A" attached hereto and made a part hereof.

I understand and acknowledge that the sale has many contingencies to be satisfied prior to closing. I understand and acknowledge that the purchaser is Halstead Contractors, L.L.C. or assigns; the sales price is \$1,250,000.00; that from the sales price will be deducted sales commissions to the three Real Estate brokers (one of which is C. Austin Johnson, Broker, James T. Johnson Co., L.L.C. and a general partner of Sunbelt Centers, Ltd.) of 2 1/2% each, Attorney fee to Donald N. Guthrie of Guthrie & Knight, L.L.C., a general partner of Sunbelt Centers, Ltd., for legal representation during the negotiations, removal of contingencies and for representing the partnership at closing (past experience in sales involving this client have represented a legal fee for Mr. Guthrie's services of approximately \$15,000.00, therefore I consent to a legal fee to Mr. Guthrie fixed at \$15,000.00); the closing attorney and other normal closing expenses to the seller. I direct my Attorney in Fact to pay from the proceeds of the sale at closing, and prior to any distribution to me, the sales commission, Mr. Guthrie's legal fee, and the closing cost and prorations.

I direct my Attorney in Fact to employ any contractors, sub-contractors and professional including but not limited to engineers, surveyors, attorneys, accountants, and appraisers as my Attorney in Fact shall deem prudent and necessary to consummate this transaction and to pay the same from the proceeds of the sale. If such persons will not accept payment at closing, I authorize that the payment be made from the operating income of the property. This authorization of payment shall not apply to the real estate commissions nor the attorney fee to Donald Guthrie, Guthrie & Knight, L.L.C.

Any power or authority granted to my Attorney in Fact under this instrument shall be limited to the extent necessary to prevent this Power of Attorney from causing: (i) my income to be taxable to me Attorney in Fact, (ii) my assets to be subject to a general power of appointment by my Attorney in Fact.



My Attorney in Fact shall not be liable for any loss that results from a judgment error that was made in good faith. However, my Attorney in fact shall be liable for willful misconduct or failure to act in good faith while acting under the authority of this Power of Attorney. As successor Attorney in Fact shall not be liable for the acts of a prior Attorney in Fact.

No person who relies in good faith on the authority of my Attorney in fact under this instrument shall incur any liability to me, my estate, or my personal representative. I authorize my Attorney in Fact to indemnify and hold harmless any third party who accepts and acts under this instrument.

My Attorney in fact shall not receive compensation for serving as my Attorney in Fact, but may be reimbursed for reasonable expenses incurred in carrying out any of the provisions of this Power of Attorney.

My Agent shall provide unto me an accounting of all funds and all acts performed as my Attorney in Fact, but only if I so request or if such a request is made by any authorized personal representative of fiduciary acting on my behalf.

This Power of Attorney shall become effective immediately, and shall not be affected by my disability or lack of mental competence, except as may be provided otherwise by an applicable state statute. This is a Specific Authority Durable Power of Attorney. The Power of Attorney shall continue for twelve months or the closing of the sale whichever shall come first.

This Power of Attorney is one of several which together are necessary to consummate the sale of the property described in EXHIBIT "A" and therefore cannot be revoked by me at any time during its life but may be extended by me in writing upon the expiration of the twelve months.

IN WITNESS OF these presents, I the undersigned have executed this Power of Attorney this the \_\_\_\_\_ day of \_\_\_\_\_, 2003.

  
\_\_\_\_\_  
LESLIE B. ADAMS

**WITNESSES AND ACKNOWLEDGMENT OF NEXT PAGE**

WITNESSES

Emily A. Johnson

WITNESS SIGNATURE

Emily A. Johnson

PRINT NAME

4020 Brook Hill Cir.

STREET ADDRESS

Bham, AL 35242

CITY, STATE & ZIP CODE

Lynn M. Johnson

WITNESS SIGNATURE

Lynn M. Johnson

PRINT NAME

6020 Brookhill Cir.

STREET ADDRESS

Bham, AL 35242

CITY, STATE & ZIP CODE

Julie R. Thomason

WITNESS SIGNATURE

Julie R. Thomason

PRINT NAME

1046 Williams Trace

STREET ADDRESS

Bham AL 35242

CITY, STATE & ZIP CODE

ACKNOWLEDGMENT

STATE OF Alabama )

COUNTY OF St. Clair )

Before me, Gregory K. Keith, a Notary Public for said County, in said State, hereby certify that **LESLIE B. ADAMS**, whose names is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day, that, being informed of the contents of the instrument he voluntarily executed same on this the day the same bears date.

Given under my hand and official seal this 28<sup>th</sup> day of May, 2003.

Gregory K. Keith  
NOTARY PUBLIC

My Commission expires: 10/20/2004

**POWER OF ATTORNEY FOR SALE OF MONTEVALLO SHOPPING CENTER TO  
HALSTEAD CONTRACTORS, L.L.C.**

I, **ROBERT L. AUSTIN**, residing at:

204 Highland Crest Parkway  
Hoover, Alabama 35226

appoint **C. Austin Johnson and Donald N. Guthrie**, both being over the age of nineteen years and a citizen of the State of Alabama, acting jointly as my Attorney-in-Fact to exercise the powers and discretions described herein below.

If one of them becomes unable to serve for any reason, I appoint the other acting alone to be my Attorney in Fact as the case may be to serve with the same powers and discretions.

My Attorney in Fact shall full power and authority to act in my behalf including execution any contract of sale, deed, affidavit, lien waiver, partnership vote or resolution or any other document necessary to contract and consummate the sale of the Montevallo Shopping Center property more particularly described in EXHIBIT "A" attached hereto and made a part hereof.

I understand and acknowledge that the sale has many contingencies to be satisfied prior to closing. I understand and acknowledge that the purchaser is Halstead Contractors, L.L.C. or assigns; the sales price is \$1,250,000.00; that from the sales price will be deducted sales commissions to the three Real Estate brokers (one of which is C. Austin Johnson, Broker, James T. Johnson Co., L.L.C. and a general partner of Sunbelt Centers, Ltd.) of 2 1/2% each, Attorney fee to Donald N. Guthrie of Guthrie & Knight, L.L.C., a general partner of Sunbelt Centers, Ltd., for legal representation during the negotiations, removal of contingencies and for representing the partnership at closing (past experience in sales involving this client have represented a legal fee for Mr. Guthrie's services of approximately \$15,000.00, therefore I consent to a legal fee to Mr. Guthrie fixed at \$15,000.00); the closing attorney and other normal closing expenses to the seller. I direct my Attorney in Fact to pay from the proceeds of the sale at closing, and prior to any distribution to me, the sales commission, Mr. Guthrie's legal fee, and the closing cost and prorations.

I direct my Attorney in Fact to employ any contractors, sub-contractors and professional including but not limited to engineers, surveyors, attorneys, accountants, and appraisers as my Attorney in Fact shall deem prudent and necessary to consummate this transaction and to pay the same from the proceeds of the sale. If such persons will not accept payment at closing, I authorize that the payment be made from the operating income of the property. This authorization of payment shall not apply to the real estate commissions nor the attorney fee to Donald Guthrie, Guthrie & Knight, L.L.C.

Any power or authority granted to my Attorney in Fact under this instrument shall be limited to the extent necessary to prevent this Power of Attorney from causing: (i) my income to be taxable to me Attorney in Fact, (ii) my assets to be subject to a general power of appointment by my Attorney in Fact.



My Attorney in Fact shall not be liable for any loss that results from a judgment error that was made in good faith. However, my Attorney in fact shall be liable for willful misconduct or failure to act in good faith while acting under the authority of this Power of Attorney. As successor Attorney in Fact shall not be liable for the acts of a prior Attorney in Fact.

No person who relies in good faith on the authority of my Attorney in fact under this instrument shall incur any liability to me, my estate, or my personal representative. I authorize my Attorney in Fact to indemnify and hold harmless any third party who accepts and acts under this instrument.


My Attorney in fact shall not receive compensation for serving as my Attorney in Fact, but may be reimbursed for reasonable expenses incurred in carrying out any of the provisions of this Power of Attorney.

My Agent shall provide unto me an accounting of all funds and all acts performed as my Attorney in Fact, but only if I so request or if such a request is made by any authorized personal representative of fiduciary acting on my behalf.

This Power of Attorney shall become effective immediately, and shall not be affected by my disability or lack of mental competence, except as may be provided otherwise by an applicable state statute. This is a Specific Authority Durable Power of Attorney. The Power of Attorney shall continue for twelve months or the closing of the sale whichever shall come first.

This Power of Attorney is one of several which together are necessary to consummate the sale of the property described in EXHIBIT "A" and therefore cannot be revoked by me at any time during its life but may be extended by me in writing upon the expiration of the twelve months.

IN WITNESS OF these presents, I the undersigned have executed this Power of Attorney this the 23<sup>rd</sup> day of MAY, 2003

  
\_\_\_\_\_  
ROBERT L. AUSTIN

**WITNESSES AND ACKNOWLEDGMENT OF NEXT PAGE**

**WITNESSES**

\_\_\_\_\_  
WITNESS SIGNATURE

\_\_\_\_\_  
PRINT NAME

\_\_\_\_\_  
STREET ADDRESS

\_\_\_\_\_  
CITY, STATE & ZIP CODE

\_\_\_\_\_  
WITNESS SIGNATURE

\_\_\_\_\_  
PRINT NAME

\_\_\_\_\_  
STREET ADDRESS

\_\_\_\_\_  
CITY, STATE & ZIP CODE

\_\_\_\_\_  
WITNESS SIGNATURE

\_\_\_\_\_  
PRINT NAME

\_\_\_\_\_  
STREET ADDRESS

\_\_\_\_\_  
CITY, STATE & ZIP CODE

**ACKNOWLEDGMENT**

STATE OF Alabama )  
COUNTY OF Jefferson )

Before me, David T. JOHNSON, a Notary Public for said County, in said State, hereby certify that **ROBERT L. AUSTIN**, whose names is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day, that, being informed of the contents of the instrument he voluntarily executed same on this the day the same bears date.

Given under my hand and official seal this 28 day of May, 2003.

David T. Johnson  
NOTARY PUBLIC

My Commission Expires: May 28, 2004