

AFFIDAVIT REGARDING
NON-REVOCAION 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:

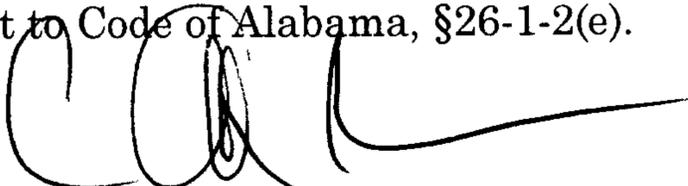
Lots 34, 35, 36 and 37, Block 20, according to the Original Plan of the Town of Montevallo, Alabama, being situated in Montevallo, Shelby County, Alabama, said lots being bounded by Middle Street, Island Street, Vine Street and Main Street.

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).

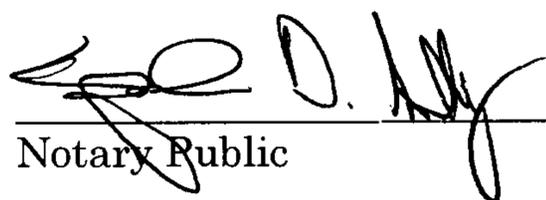


DONALD N. GUTHRIE



C. AUSTIN JOHNSON

SWORN AND SUBSCRIBED TO this 27th day of February, 2004.



Notary Public (SEAL)

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

Serene 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 29, 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.

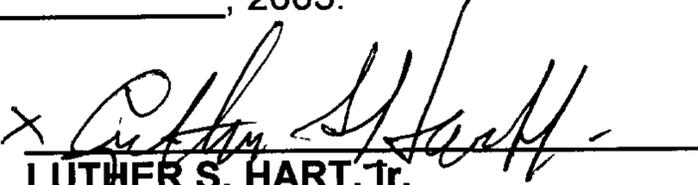
My Attorney in fact shall not receive compensation for serving as my Attorney in Fact, but may be reimbursed for reasonable expenses incurred in carrying out any of the provisions of this Power of Attorney.

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 21st day of May, 2003.


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.

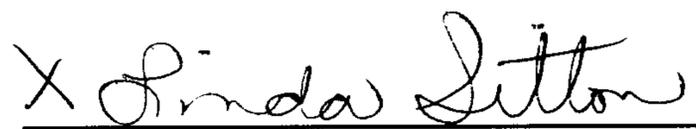
My Attorney in fact shall not receive compensation for serving as my Attorney in Fact, but may be reimbursed for reasonable expenses incurred in carrying out any of the provisions of this Power of Attorney.

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 21st day of May, 2003.

X 
LINDA SITTON

WITNESSES AND ACKNOWLEDGMENT OF NEXT PAGE

WITNESSES

Dale A. Sittan

WITNESS SIGNATURE

Dale A. Sittan

PRINT NAME

8002 Woodlan Avia

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 28, 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.

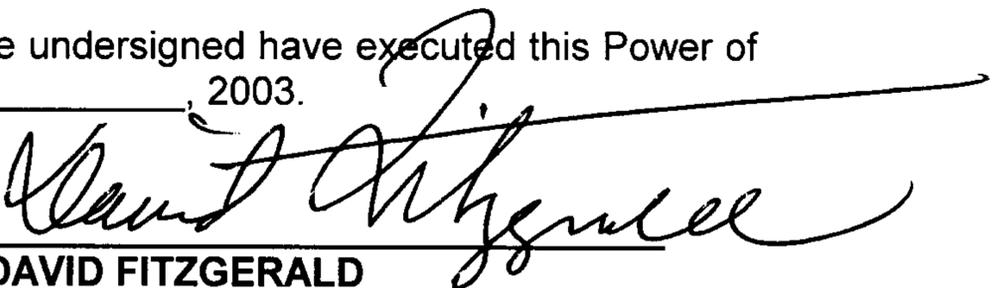
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My Agent shall provide unto me an accounting of all funds and all acts performed as my Attorney in Fact, but only if I so request or if such a request is made by any authorized personal representative of fiduciary acting on my behalf.

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 21st 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

[Signature]
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.

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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 Rustin Johnson Jr

WITNESS SIGNATURE

Charles Rustin 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 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, **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.

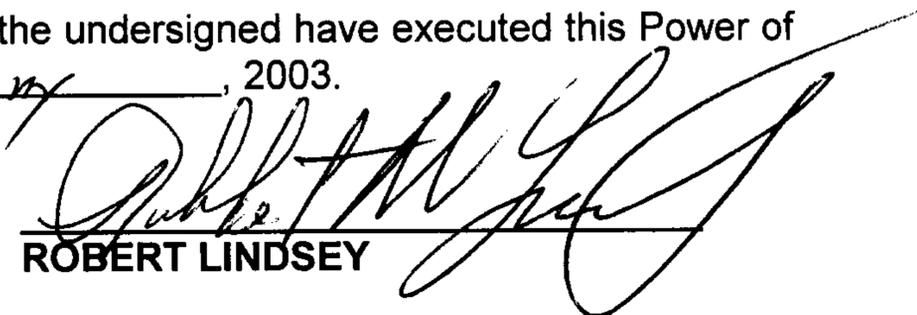
My Attorney in fact shall not receive compensation for serving as my Attorney in Fact, but may be reimbursed for reasonable expenses incurred in carrying out any of the provisions of this Power of Attorney.

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 21st 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 T. 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 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, **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

Kate Wall

WITNESS SIGNATURE

Kate 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 22nd 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

STREET ADDRESS

Katie Wall

PRINT NAME

Birmingham, AL 35205

STREET ADDRESS

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.

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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

[Signature]

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 31st 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 21st 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

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 **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.

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 No person who relies in good faith on the authority of my Attorney in fact under this instrument shall incur any liability ~~to me~~^{FROM} 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.

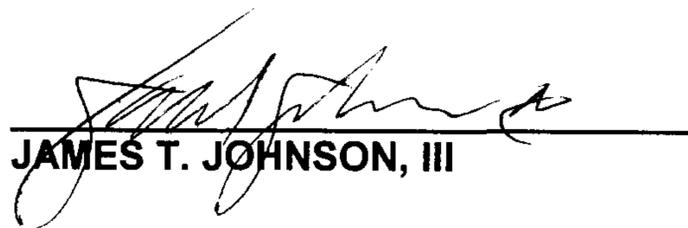
My Attorney in fact shall not receive compensation for serving as my Attorney in Fact, but may be reimbursed for reasonable expenses incurred in carrying out any of the provisions of this Power of Attorney.

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 21st 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

[Signature]
WITNESS SIGNATURE

Charles Austin Johnson Jr
PRINT NAME

6020 Bookhill 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 26, 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 Austin Johnson Jr
WITNESS SIGNATURE

Charles Austin Johnson Jr
PRINT NAME
6920 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 7th 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

[Handwritten Signature]

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

[Handwritten Signature]

WITNESS SIGNATURE

Joe Nidiffir

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 JO A 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.

[Handwritten Signature]

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 28th 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 28th 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 23rd 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