

## AMENDED UNANIMOUS CONSENT TO ACTION

**WHEREAS**, the undersigned William L. Thornton, III and James M. Thornton constitute all of the shareholders (the "Shareholders") of the following Alabama corporations:

**Chesser Plantation, Inc.**  
**Courtside, Inc.**  
**The Narrows, II, Inc.**  
**Bent Brook Homes, Inc.**  
**Chelsea Park Homes, Inc.**  
**Foothills Homes, Inc. and**  
**Holland Lakes, Inc. (collectively, the "Corporations"); and**

**WHEREAS**, the Shareholders are also the only shareholders of **Thornton Construction Company, Inc.**, an Alabama corporation ("Contractor"); and

**WHEREAS**, on or about April 22, 2005, a Unanimous Consent to Action was recorded as Instrument # 20050422000191190 in the Office of the Judge of Probate of Shelby County, Alabama (the "Original Consent"); and

**WHEREAS**, the Shareholders desire to amend and restate the Original Consent in order to add Steven R. Chester as an Authorized Closing Agent and to delete Parkwood Contractors, Inc. as a Corporation.

**NOW THEREFORE**, the Shareholders hereby unanimously amend and restate the following resolutions and consent to the taking of all actions set forth herein, with the intent that said resolutions shall have the same force and effect as if adopted at a duly called and held meeting of the Shareholders of the Corporations and Contractor:

**RESOLVED**, that the Corporations own residential lots ("Lots") in various subdivisions in Jefferson and Shelby Counties, Alabama and have hired Contractor to construct on the Lots single family houses pursuant to sales contracts made by and between the Corporations and Purchasers of the Lots (individually, a "Sales Contract"; collectively, the "Sales Contracts"); and further

**RESOLVED**, that Deborah G. Maple, Mary Thornton Taylor, Steven R. Chester Kara Bowman, as employees of Contractor (each an "Authorized Closing Agent") be, and hereby are, authorized and directed to attend the closings of the sale of the Lots to Purchasers in accordance with the Sales Contracts and to prepare, execute and deliver at such closings in the name of and on behalf of the Corporations and Contractor any and all documents and instruments reasonably required, needed or useful in connection with the closings of the Sales Contracts and the sale of the Lots to Purchasers including but not limited to warranty deeds, closing statements, owners affidavits, lien waivers, one year limited warranties, and such other documents and instruments required, needed or useful in connection with the Sales Contracts and the closings; and further



**RESOLVED**, that the aforementioned appointments and designations of the Authorized Closing Agents are at-will and the Corporations may revoke and terminate such appointments at any time for any reason or for no reason, with or without cause; and further

**RESOLVED**, that the undersigned Shareholders have determined that entering into the above transactions will be in the best interest of the Corporations and Contractor, hereby agree to enter into the said transactions, and hereby ratify all actions heretofore taken by the Corporations, Contractor or by its Authorized Closing Agents with respect to such transactions; and further

**RESOLVED**, that the Corporations shall indemnify the Authorized Closing Agents who were or are a party or is threatened to be made a party to any threatened, pending or completed claim, action, suit or proceeding, whether civil, criminal, administrative or investigative, including appeals (other than an action by or in the right of the Corporations), by reason of the fact that he or she is or was an Authorized Closing Agent for the Corporations and Contractor, against expenses (including attorneys' fees), judgment, fines and amounts paid in settlement, actually and reasonably incurred by him or her in connection with such claim, action, suit or proceeding, if he or she acted in good faith and in a manner reasonably believed to be in or not opposed to the best interests of the Corporations and Contractor; and, with respect to any criminal action or proceeding, had no reasonable cause to believe his or her conduct was unlawful. The termination of any claim, action, suit or proceeding by judgment, order, settlement, conviction, or upon a plea of *nolo contendere* or its equivalent, shall not, of itself, create a presumption that the person did not act in good faith and in a manner which he or she reasonably believed to be in or not opposed to the best interests of the Corporations and Contractor, and with respect to any criminal action or proceeding, had reasonable cause to believe that his conduct was unlawful.; provided, however, that no indemnification shall be made in respect of any claim, issue or matter as to which such person shall have been adjudged to be liable for willful, deliberate or wanton misconduct in the performance of his or her duty to the Corporations or Contractor, unless and only to the extent that the court in which such action or suit was brought shall determine upon application that, despite that adjudication of liability but in view of all circumstances of the case, such person is fairly and reasonably entitled to indemnity for such expenses which the court shall deem proper. The indemnification authorized by this Resolution shall not be deemed exclusive of and shall be in addition to any other right to which those indemnified may be entitled under any statute, rule of law, or agreement, and shall continue as to a person who has ceased to be an Authorized Closing Agent and shall inure to the benefit of the heirs, executors and administrators of such a person, and further

**RESOLVED**, that this Amended Unanimous Consent may be executed in one or more counterparts, each of which shall be deemed an original, but when taken together, shall constitute only one Amended Unanimous Consent, and further

**RESOLVED**, that a copy of this Amended Unanimous Consent shall be placed in the Corporations' and Contractor's minute books.

Dated as of the 12<sup>th</sup> day of July, 2005.



**THE CORPORATIONS:**


**Chesser Plantation, Inc.  
Courtside, Inc.  
The Narrows, II, Inc.  
Bent Brook Homes, Inc.  
Chelsea Park Homes, Inc.  
Foothills Homes, Inc. and  
Holland Lakes, Inc.**


By:   
William L. Thornton, III  
Their CEO

By:   
James M. Thornton  
Their President

**CONTRACTOR:**

**Thornton Construction Company, Inc.**

By:   
William L. Thornton, III  
Its CEO

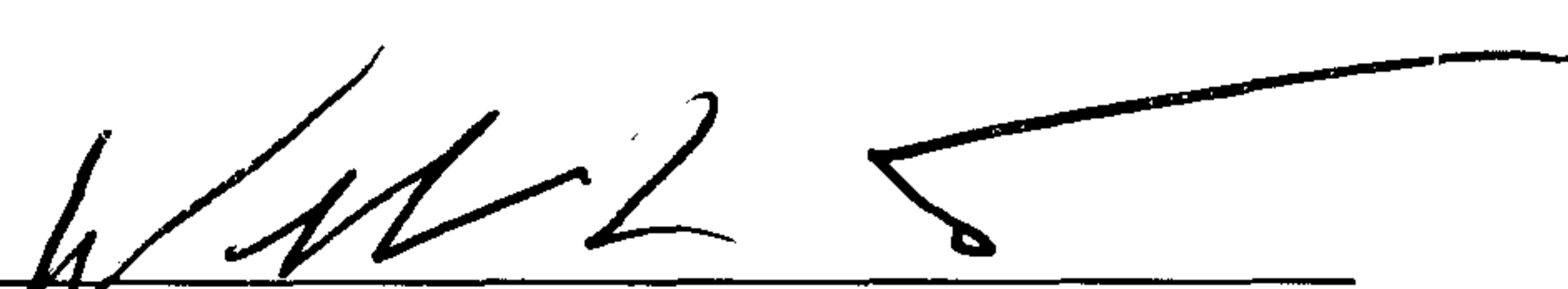
By:   
James M. Thornton  
Its President

**SHAREHOLDERS' CERTIFICATE**

We, the undersigned Shareholders of the Corporations and Contractor, hereby certify that (a) the shareholders whose names as Shareholders, respectively, are signed to the foregoing Amended Unanimous Consent to Action, constitute all of the Shareholders, respectively, of the Corporations and Contractor and (b) the above and foregoing Resolutions have been duly adopted, remain in full force and effect, and have not been amended or repealed.

We, the undersigned, further certify that the Corporations and Contractor are duly organized and existing.

Dated this 12<sup>th</sup> day of July, 2005.

  
William L. Thornton, III

  
James M. Thornton

**ACKNOWLEDGMENT AND AGREEMENT OF  
THE AUTHORIZED CLOSING AGENTS**


The undersigned, being the Authorized Closing Agents named in the foregoing Resolutions hereby acknowledge the foregoing appointments and designations as Authorized Closing Agents and accept and assume the duties and obligations to perform as such agents for the Corporations as and Contractor described hereinabove. The undersigned Authorized Closing Agents acknowledge and agree that their appointments to serve in such capacities as agents for the Corporations and Contractor are at-will and the Corporations and Contractor may, upon delivery of written notice to the undersigned, revoke and terminate such appointments at any time for any reason or for no reason, with or without cause.

**AUTHORIZED CLOSING AGENTS:**

  
Deborah G. Maple  
Title: Treasurer

  
Mary Thornton Taylor  
Title: Vice President

  
Steven R. Chester  
Title: Vice President

  
Kara Bowman  
Title: Closing Agent



20050729000380730 4/4 \$27.00  
Shelby Cnty Judge of Probate, AL  
07/29/2005 09:20:37AM FILED/CERT