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Shelby Cnty Judge of Probate, AL
05/30/2008 04:05:25PM FILED/CERT

STATE OF ALABAMA)

SHELBY COUNTY)

This document was prepared by:
Frank C. Galloway III
Galloway & Somerville, LLC
11 Oak Street
Birmingham, AL 35213

DURABLE POWER OF ATTORNEY (Specific and Limited)

This power of attorney shall not be effected by disability, incompetency, or incapacity of the principal in accordance with Alabama Code Section 26-1-2 (1975).

1. APPOINTMENT OF ATTORNEY IN FACT. I, Jack J. Phillips, as principal ("Principal"), a resident of the State and County aforesaid, have made, constituted and by these presents to make, constitute and appoint, Steve E. Martin as my true and lawful agent and attorney-in-fact ("Agent") to do and perform any and all acts, to take any actions and execute any documents in connection with effecting the following acts:

- a. executing a guaranty for the benefit of SBE Properties, LLC ("SBE") as partial security for a mortgage loan from Bryant Bank to SBE; said mortgage loan is contemplated to be approximately \$2.3 million which includes approximately \$435,000 in potential future advances;
- b. executing an accommodation mortgage of the real property shown in the attached Exhibit A (which is owned by my wife Patricia Pulliam Phillips and myself) to secure the aforesaid loan from Bryant Bank to SBE; provided, however, that such accommodation mortgage shall secure only \$800,000 of such obligation from SBE to Bryant Bank;
- c. executing any contract, agreement, declaration or other instrument that will memorialize and/or effect an agreement between myself and SBE (and/or its members) as per the right of myself and my wife to purchase portions of the real property described in the attached Exhibit B from SBE; such documents shall include, but not be limited to, any documents that seek to effect (i) a real estate sales contract, (ii) a security interest in such properties, (iii) and/or a form of notice to be recorded in the Office of the Judge of Probate of Shelby County, Alabama setting forth and declaring my legal and/or equitable claim to such properties;



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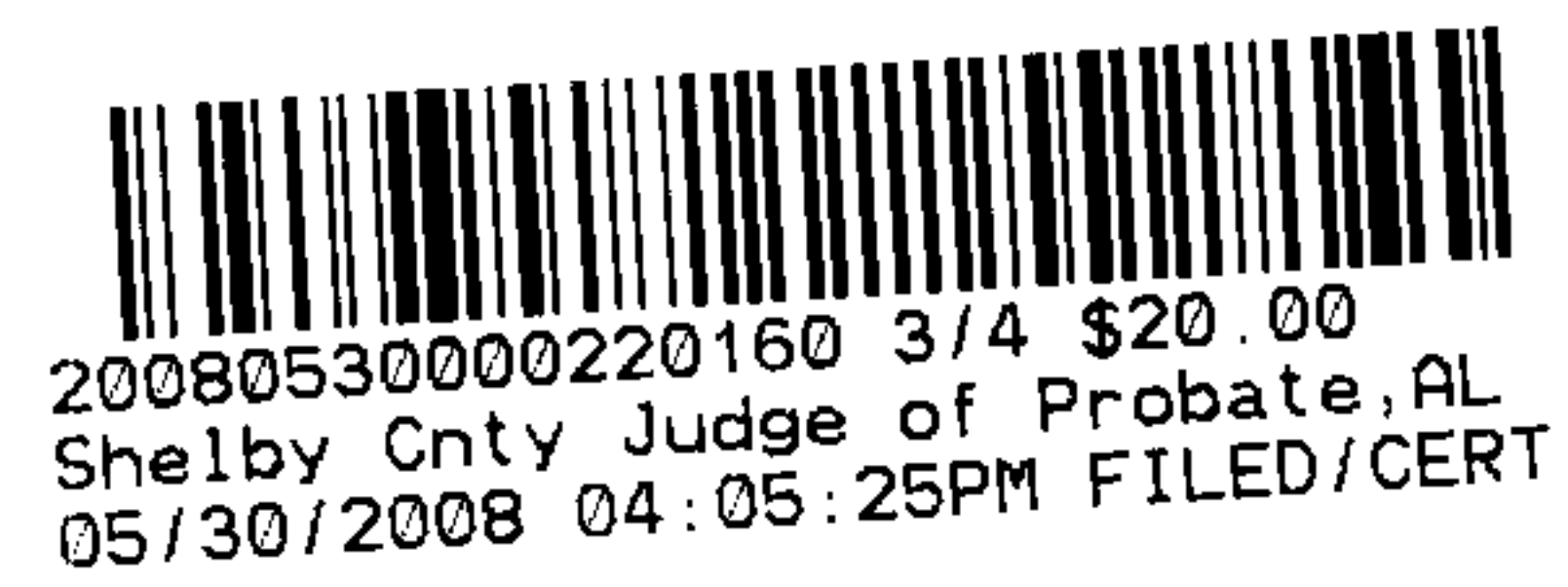
- d. payment, release and/or any other form of transfer of funds from me and/or on my behalf to effect the transactions referenced and contemplated herein. Such authorization includes, but is not limited to authorization to the law firm of Burr & Forman to transfer monies so as to assist in facilitating payment of the purchase price from SBE to Frontier Bank and the other owners, if any, of the entire parent tract of real properties at issue in this matter which are more particularly cumulatively identified on the attached Exhibit B and Exhibit C;
- e. executing any affidavit, document or other instrument that is in any way needed to facilitate closing the aforesaid transactions which documents may include, but are not limited to, an affidavit, instrument or other document confirming that I have received sufficient consideration from SBE (in the form of a discounted sales price on the purchase of land from SBE) in order for me to execute the aforesaid guaranty and accommodation mortgage.

2. **EXECUTION AND DELIVERY.** The execution and delivery by Agent of any check, draft, conveyance, paper, deed, instrument or document in my name and behalf shall be conclusive evidence of Agent's approval of the consideration therefor, and of the form and contents thereof, and that Agent deems the execution thereof in my behalf necessary and desirable.

3. **RELIANCE ON AUTHORITY.** Any person, firm or corporation dealing with Agent under the authority of this instrument is authorized to deliver to Agent all consideration of every kind or character with respect to this transaction so entered into by the Agent and shall be under no duty or obligation to see to or examine into the disposition thereof. Third parties may rely upon the representation of Agent as to all matters relating to any power granted to Agent, and no person who may act in reliance upon the representation of Agent or the authority granted to Agent shall incur liability to me or my estate as a result of permitting Agent to exercise any power.

4. **LIMIT ON AGENT'S AUTHORITY.** The authority of the Agent is specific and limited to the foregoing acts.

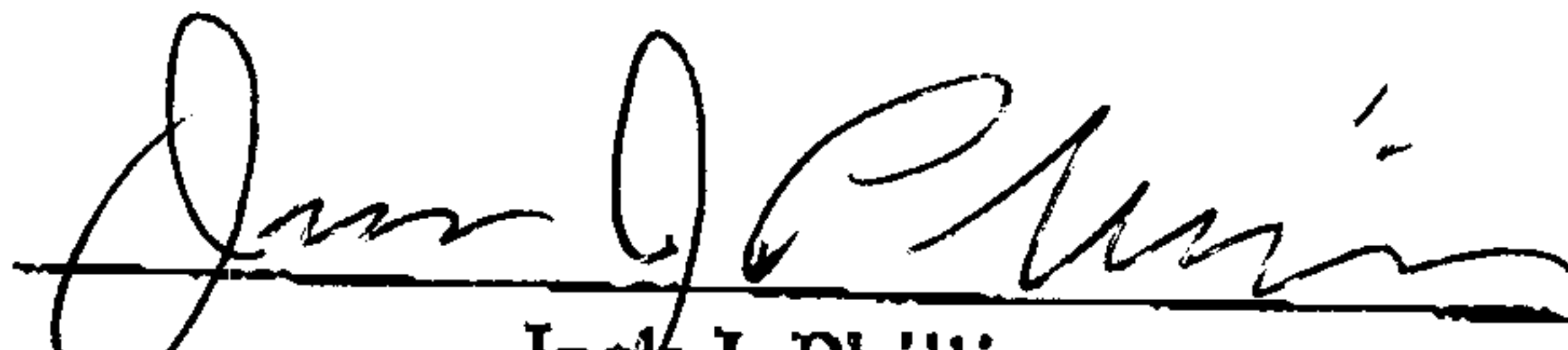
5. **EFFECTIVE DATE OF AGENT'S AUTHORITY.** This Specific and Limited Durable Power of Attorney shall become effective upon its execution by the Principal and delivery to the Agent. This Power of Attorney shall be valid and of full force and effect for thirty (30) days from the date of execution of this Power of Attorney.



IN WITNESS WHEREOF, I, as Principal, have executed this Specific and Limited Durable Power of Attorney.

Dated this the 22 day of May, 2008.

PRINCIPAL:

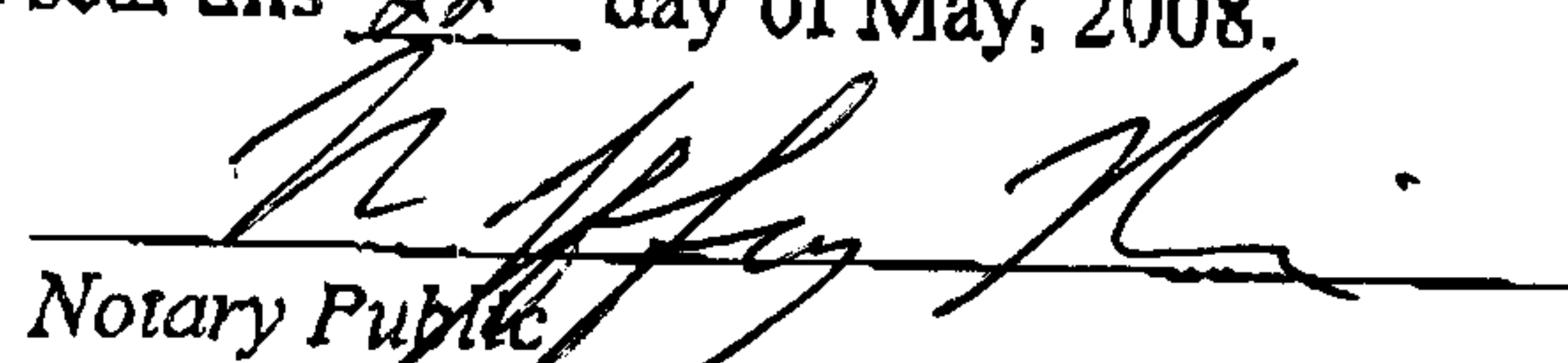

Jack J. Phillips

STATE OF ALABAMA)

SHELBY COUNTY)

I, the undersigned Notary Public in and for said County, in said State, hereby certify that Jack J. Phillips, whose name is signed to the foregoing conveyance, and who is known to me, acknowledged before me on this day, that being informed of the contents of the limited power of attorney he executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 22nd day of May, 2008.


Notary Public

My commission expires:

NOTARY PUBLIC STATE OF ALABAMA AT LARGE
MY COMMISSION EXPIRES: May 7, 2011
BONDED THRU NOTARY PUBLIC UNDERWRITERS



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EXHIBIT A

Tract 1, according to the Survey of Crossbrook Farms, Third Sector, Revised, Revision of Lots 1, 2, 3, 4, 5, 7 and 8, as recorded in Map Book 13 page 148, in the Probate Office of Shelby County, Alabama; being situated in Shelby County, Alabama.

Also rights to use of easement for ingress and egress described as follows:

From the SW Corner of Section 9, Township 20 South, Range 1 West, run thence North along the West boundary of said Section 9 a distance of 1295.47 feet to the point of beginning of the centerline of a 60.0 foot road easement; thence turn 90 deg. 26 min. 49 sec. right and run 72.50 feet to the radius point of a 100.0 foot cul-de-sac; thence continue along said course a distance of 50.0 feet; thence turn 06 deg. 51 min. 40 sec. right and run 263.0 feet; thence turn 21 deg. 32 min. 30 sec. right and run 313.37 feet; thence turn 20 deg. 17 min. 14 sec. left and run 250.97 feet; thence turn 77 deg. 48 min. 06 sec. left and run 270.90 feet; thence turn 68 deg. 52 min. 26 sec. right and run 310.0 feet; thence turn 89 deg. 30 min. 45 sec. left and run 705.07 feet to a radius point of a 100.0 foot cul-de-sac; thence turn 180 deg. 00 min. right and run 1370.15 feet to the radius point of a 100.0 foot cul-de-sac; thence turn 90 deg. 15 min. 13 sec. left and run 695.31 feet to the radius point of a 100.0 foot cul-de-sac; said point and cul-de-sac being the termination point of herein described easement.

Tract 2, according to the Survey of Crossbrook Farms, Third Sector, Revised, Revision of Lots 1, 2, 3, 4, 5, 7, and 8, as recorded in Map Book 13 page 148 in the Probate Office of Shelby County, Alabama; being situated in Shelby County, Alabama.

Mineral and mining rights excepted.