

REDACTED



Robert Bentley
Governor

David A. Perry
Director of Finance

State of Alabama
Department of Finance

Legal Division

600 Dexter Avenue, Suite E-310
Montgomery, AL 36104
Telephone: (334) 242-4220 Fax: (334) 242-2008
www.finance.alabama.gov

Richard H. Cater
Chief Legal Counsel

May 6, 2011

Ms. Melissa Waters
SEIMB 11th Floor
U.S. Environmental Protection Agency
61 Forsyth Street, S.W.
Atlanta, GA 30303

RE: Request for Information Concerning Property Located at 310-312 & 328 Dexter Avenue and 309 & 317 Washington Avenue Pursuant to Section 104 of CERCLA for the Capital City Plume Superfund Site (Site) in Montgomery, Alabama Dated March 24, 2011

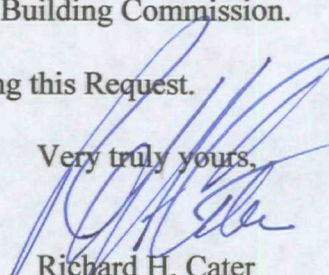
Dear Ms. Waters:

The above Request for Information addressed to Mr. David Perry in his capacity as Secretary of the Alabama Judicial Building Authority (AJBA) has been forwarded to the undersigned for response. Mr. Perry serves ex officio as Secretary of the AJBA by virtue of his office as Director of Finance for the State of Alabama. The Legal Division provides legal services to the Director, and, at his direction, on a case-by-case basis on behalf of AJBA. Thank you for extending the deadline for responding to May 9, 2011.

Enclosed are the responses of the AJBA to the questions presented in the Request. The information provided is the result of the efforts of the staff of the Administrative Office of Courts, the Alabama Attorney General's Office, the Debt Management Division, this division of the Finance Department and the Alabama Building Commission.

Please call me with any questions regarding this Request.

Very truly yours,


Richard H. Cater

Enclosures: Response to Request, Exhibits A, B, C & D
cc: Patricia Haigler, Debt Management
Robert Tambling, Attorney General's Office
Nathan Wilson, Administrative Office of Courts

**Response of the Alabama Judicial Building Authority to the
Request for Information Concerning Property Located at 310-312 & 328 Dexter Avenue
and 309 & 317 Washington Avenue Pursuant to Section 104 of CERCLA for the Capital
City Plume Superfund Site (Site) in Montgomery, Alabama Dated March 24, 2011**

Following are answers of the Alabama Judicial Building Authority to the questions posed in the above described Request. The numbers correspond to the numbered questions on the Request:

Ownership of 310-312 & 328 Dexter Avenue and 309 & 317 Washington Avenue

1. The Alabama Judicial Building Authority ("The AJBA") is the owner of the property located at the 300 block on Dexter Avenue, which encompasses 310-312 & 328 Dexter Avenue and 309 & 317 Washington Avenue. The AJBA acquired several parcels on the aforementioned block in 1990. Legible copies of the deeds are provided herewith. Please see Attachment A.
2. The AJBA currently holds a fee simple interest in the property located at 310-312 & 328 Dexter Avenue and 309 & 317 Washington Avenue.
3. The AJBA has not transferred fee simple interest of the property located at 310-312 & 328 Dexter Avenue and 309 & 317 Washington Avenue. However, since acquisition of the property located at the block of 300 Dexter Avenue, the AJBA has entered into leases of the property with the Unified Judicial System of the State of Alabama.

You and Your Company

4. A. Legal Name: Alabama Judicial Building Authority
B. Date and state of incorporation: December 10, 1986, State of Alabama
C. Physical Address: 300 Dexter Avenue, Montgomery, AL 36104
D. Mailing Address: 300 Dexter Avenue, Montgomery, AL 36104
5. Richard H. Cater, Chief Legal Counsel
Alabama Department of Finance Legal Division
600 Dexter Avenue, Suite E-306
Montgomery, Alabama 36104
(334) 242-4220
6. The AJBA is a public corporation and instrumentality of the State of Alabama created by and having corporate powers and functions set forth in Act No. 86-420 adopted at the 1986 Regular Session of the Legislature of Alabama and approved April 29, 1986. The AJBA has served as the financing vehicle for the acquisition of land and building of the Heflin-Torbert Judicial Building. It also leases the land and the building to the Unified Judicial System of the State of Alabama. The following offices of the Unified Judicial System are located

within the Heflin-Torbert Judicial Building: Supreme Court of Alabama, Alabama Court of Criminal Appeals, Alabama Court of Civil Appeals, Alabama Supreme Court Law Library, Alabama Sentencing Commission, and the Administrative Office of Courts.

7. Each of the offices enumerated in 6, supra, engages in general government work involving the state Judicial System.
8. N/A

Relevant Affiliations

9. Neither the AJBA nor the tenants within the AJBA have conducted business with The Montgomery Advertiser, Gannett Company, Inc., or the Alabama State Department of Education, other than possibly the occasional placing of legal notices in the Montgomery Advertiser newspaper.

Acquisition of 310-312 & 328 Dexter Avenue and 309 & 317 Washington Avenue

10. After a diligent search, no contracts between the grantors and the AJBA were located.
11. No current state employees have knowledge of the property prior to acquisition. Attachment B hereto consists of minutes of meetings of the Alabama Judicial Building Authority held September 12, 1988, December 14, 1988, January 12, 1989, May 10, 1989 and June 21, 1990, in which the meeting attendees discussed the status of acquiring the various parcels comprising the 300 block of Dexter Avenue. Also attached hereto as Attachment C is an appraisal report that was conducted prior to acquisition on certain parcels located at the 300 block of Dexter Avenue.
12. After a diligent search, no information was discovered about investigations undertaken prior to acquisition of the site relating to the following:
 - A. The previous owner(s) of the property except routine examination of public records to establish a chain of title;
 - B. the historical uses of the property;
 - C. by an environmental professional, except an asbestos study of buildings on the acquired property was commissioned around the time of acquisition of the property in preparation for demolition of said buildings. (Attachment D is correspondence from Environmental Materials Consultants, the firm that conducted the study, in which it proposes a plan for asbestos removal on the various structures that were located at the 300 block of Dexter Avenue);
 - D. the potential for contamination at the property;

- E. any review of state, federal, or local government records concerning contamination at the property;
- F. involving visual inspection of the property, except an appraisal report on certain parcels that is provided as Attachment C.

13. No limitations disclosed in available records.

14. The AJBA, nor any of its personnel have neither any specialized knowledge or experience relating to evaluating or remediating environmental contamination on properties.

15. A. None. To the best of the knowledge of the AJBA, it has not and is not releasing hazardous substances on, about, or beneath the property and is not aware of the existence of any hazardous materials that existed prior to acquisition.

B. N/A.

C. N/A.

16. Only recently have employees of the Administrative Office of Courts on the Ground Floor of the Heflin-Torbert Judicial Building complained about air quality.

17. The AJBA is in the process of commissioning an environmental study concerning the air quality in certain areas of the Building.

Other Sources of Information

18. The following individuals might be familiar with the acquisition of the property located at the 300 block of Dexter Avenue:

Fairley McDonald

Mr. McDonald was retained as private counsel by the AJBA to assist in acquiring the property located at the 300 block of Dexter Avenue. He currently works at the Alabama Department of Insurance.

Lee Miller

Mr. Miller served as counsel to the Alabama Department of Finance. Assisted the AJBA in acquiring the property located at the 300 block of Dexter Avenue. He is currently retired.

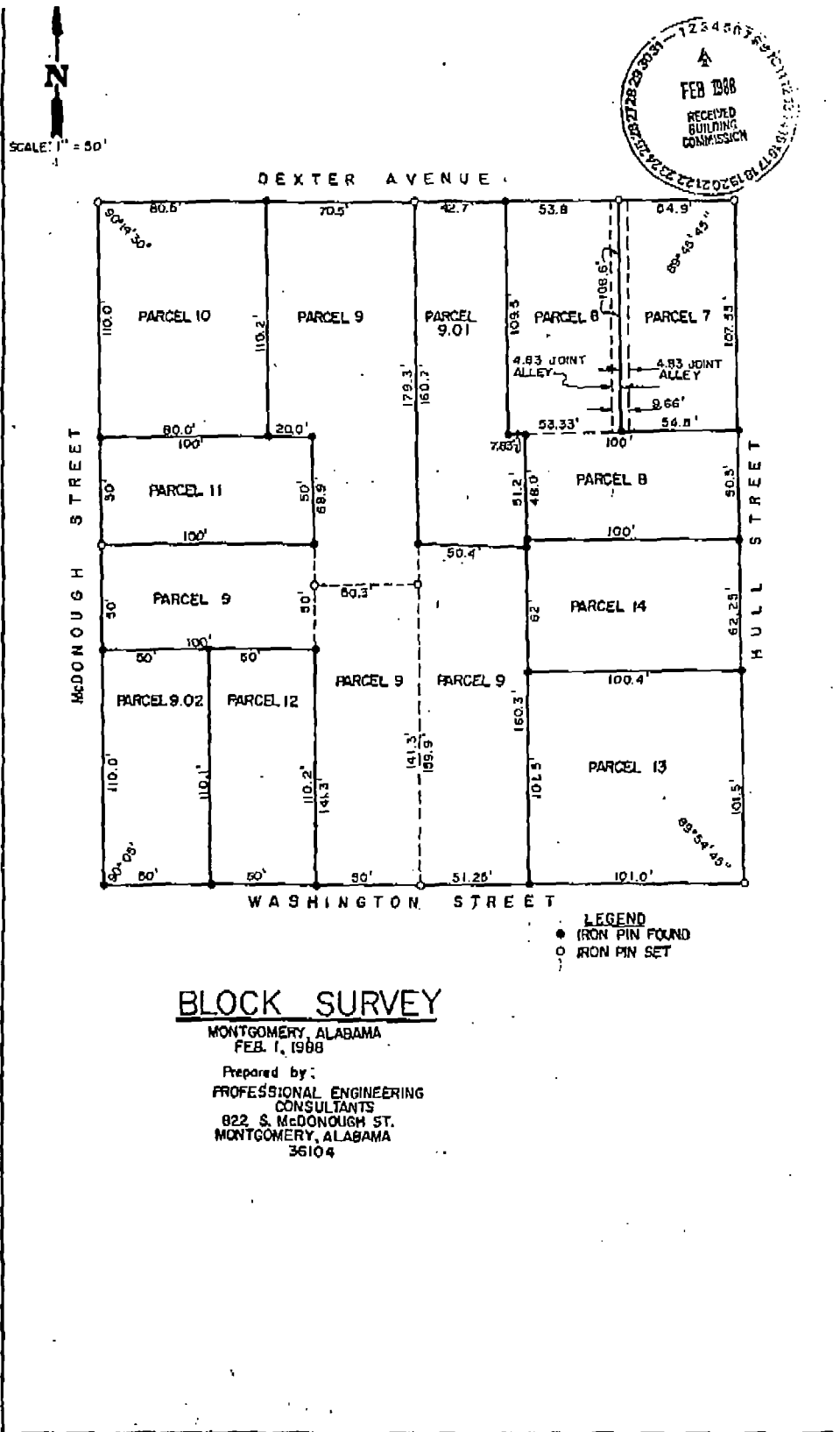
Jack Dixon

Mr. Dixon worked in the Office of the Chief Justice. He was the project leader for the acquisition of the property located at the 300 block of Dexter Avenue and for the construction of the Judicial Building. He is currently retired.

19. Any solicited documents that are not available to the extent they may have existed, appear to have been lost, misfiled or misplaced.
 - A. AJBA's maintenance of records relating to title to the property to the extent that are available by financial records and minutes of board meetings.
 - B. The fate of any missing records is unknown to current administrators.
 - C. If they existed, contracts for purchase of property, title documents, environmental site assessments, etc.
 - D. Unknown except for those persons name in Item 18 above.
 - E. Alabama Department of Finance
Division of Debt Management
100 N. Union Street, Room 224
Montgomery, Alabama 36130-2617

Submitted: May 5, 2011

Attachment A



BLOCK SURVEY

MONTGOMERY, ALABAMA
FEB. 1, 1988

Prepared by:
PROFESSIONAL ENGINEERING
CONSULTANTS
822 S. McDONOUGH ST.
MONTGOMERY, ALABAMA
36104

STATE OF ALABAMA
COUNTY OF MONTGOMERY

STATUTORY WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS, THAT:

WHEREAS, on June 5, 1990, the Probate Court for Montgomery County, Alabama, entered a final order of condemnation in certain proceedings styled "State of Alabama, etc., v. Jesse W. Hemperley, et al.," bearing the number 23734 in the records of said court, which said order vested in the State Building Commission, for the use and benefit of the State of Alabama, fee simple absolute title to that certain parcel of real property in the City and County of Montgomery, State of Alabama, described herein; and

WHEREAS, said order has now become final in that none of the parties claiming an interest in the parcel of real property described herein filed a notice of appeal to the Circuit Court for Montgomery County within the time period for appeal proscribed in the Alabama Eminent Domain Code; and

WHEREAS, the State of Alabama, acting by and through the State Building Commission, commenced said condemnation action in order to acquire real property for use as the site of a new State judicial facility as contemplated in 1986 Ala. Act No. 86-420, codified as §§41-10-260 et seq., Code of Alabama 1975; and

WHEREAS, it is necessary for the State Building Commission of the State of Alabama to convey title to said property to the Alabama Judicial Building Authority, a public corporation duly organized and validly existing under the authority of said 1986 Ala. Act. No. 86-420;

NOW, THEREFORE, FOR AND IN CONSIDERATION of One Hundred and no/100 Dollars [\$100.00] and for other valuable considerations to the undersigned State Building Commission, an agency of the State of Alabama [referred to herein as "GRANTOR"], in hand paid by the GRANTEE herein, the receipt

and sufficiency of which are hereby acknowledged by GRANTOR, the said GRANTOR does by these presents GRANT, BARGAIN, SELL and CONVEY unto the Alabama Judicial Building Authority [referred to herein as "GRANTEE"], a public corporation duly organized and validly existing under the authority of 1986 Ala. Act No. 86-420 of the Legislature of the State of Alabama, its successors and assigns, the following described real property, together with any and all improvements located thereon, situated in the County of Montgomery and State of Alabama, said property being designated by parcel number (13) according to the block survey attached hereto as Exhibit 1, to wit:

Parcel 13

Beginning at the northwest corner of the intersection of Washington Street and Hull Street in the City of Montgomery, Alabama; running thence north along the west side of South Hull Street 102 feet; thence west parallel with Washington Street 100 feet; thence south parallel with South Hull Street 102 feet to a point on the north side of Washington Street, which said point is 100 feet west of the point of beginning; thence east along the north side of Washington Street 100 feet to the point of beginning; said property being part of lots 25 and 26 on the north side of Washington Street in what was formerly known as "New Philadelphia."

Being the same parcel or tract of real property described as follows according to that certain survey, dated February 2, 1988, by Douglas O. Sheehan, Alabama Registered Land Surveyor Number 3595, to-wit:

Begin at the northwest corner of Hull and Washington Streets; thence run westerly along the north side of Washington Street 101.0 feet; thence run northerly 101.5 feet; thence run easterly and parallel to Washington Street 100.4 feet to a point on the west side of Hull Street; thence run southerly along the east side of Hull Street 101.5 feet to the point of beginning. The said described property, being part of lots 25 and 26 on the north side of Washington Street in that part of the City of Montgomery, Alabama, known and designated as "New Philadelphia" and containing 10,221.1 square feet.

This conveyance is made subject to the right of Malton, Espy & Williams, P.C., to occupy the above-described premises until the earlier to occur of (i) September 1, 1990, or (ii) its delivery of possession to the GRANTEE.

For notice purposes, the address of GRANTEE is in care of the State Finance Department of the State of Alabama, Office of the Director, Alabama Statehouse, 11 South Union Street, Montgomery, Alabama 36130.

Reference is made to §20 of Act. No. 86-420, codified as §41-10-279, Code of Alabama 1975, which states as follows, to-wit:

"§41-10-279. Exemption from taxation.

The properties of the authority and the income therefrom, all lease agreements made by the authority, all bonds issued by the authority and the income therefrom and all lien notices, mortgages, assignments and financing statements filed with respect thereto shall be forever exempt from any and all taxation in the state."

TO HAVE AND TO HOLD the aforegranted premises to the said GRANTEE, its successors and assigns, FOREVER.

And, to the extent permissible under the Constitution and laws of the state of Alabama, GRANTOR does covenant with the said GRANTEE, its successors and assigns, that it is lawfully seized in fee simple of the aforementioned premises; that they are free from all encumbrances; that GRANTOR has a good right to sell and convey the same to the GRANTEE, its successors and assigns; and that the GRANTOR will WARRANT and DEFEND the aforementioned premises to the said GRANTEE, its successors and assigns, forever, against the lawful claims and demands of all persons except as hereinabove provided.

IN WITNESS WHEREOF, the STATE BUILDING COMMISSION of the STATE OF ALABAMA has caused this instrument to be executed in its behalf by its chairman, Guy Hunt, as Governor of the State of Alabama, and to be attested by its secretary, Charles Rowe, as State Budget Officer of the Department of Finance of the State of Alabama, and further to be approved by Guy Hunt, as Governor of the State of Alabama, and to be attested by Perry Hand, as Secretary of State of the State of Alabama, on this the 11th day of July, 1990.

STATE BUILDING COMMISSION, an
agency of the State of Alabama

By: Guy Hunt
Guy Hunt, as Governor of the
State of Alabama
Its Chairman

Attest:

Charles S. Rowe
Charles Rowe, as State Budget
Officer
Its: Secretary

APPROVED BY:

Guy Hunt
Guy Hunt, Governor of the
State of Alabama

Attest:

Perry Hand
Perry Hand, Secretary of
State of the State of Alabama

(SEAL)

STATE OF ALABAMA)
COUNTY OF MONTGOMERY)

I, the undersigned authority, a Notary Public in and for said State at Large, hereby certify that GUY HUNT whose name as GOVERNOR OF THE STATE OF ALABAMA AND CHAIRMAN OF THE ALABAMA BUILDING COMMISSION, 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 this instrument, he, as such officer and with full authority, executed the same voluntarily for and as the act of said Alabama Building Commission.

Given under my hand and official seal this the 11th day of July, 1990.

Maxley Faulk
Notary Public

My Commission Expires:
5/12/92
(SEAL)

STATE OF ALABAMA)
COUNTY OF MONTGOMERY)

I, the undersigned authority, a Notary Public in and for said State at Large, hereby certify that CHARLES ROWE whose name as STATE BUDGET OFFICER OF THE DEPARTMENT OF FINANCE OF THE STATE OF ALABAMA, 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 this instrument, he, as such officer and with full authority, executed the same voluntarily for and as the act of said Alabama Building Commission.

Given under my hand and official seal this the 12th day of July, 1990.

Eric Anthony
Notary Public

My Commission Expires:

7/92
(SEAL)

STATE OF ALABAMA)
COUNTY OF MONTGOMERY)

I, the undersigned authority, a Notary Public in and for said State at Large, hereby certify that GUY HUNT whose name as GOVERNOR OF THE STATE OF ALABAMA, 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 this instrument, he, as such officer and with full authority, executed the same voluntarily for and as the act of said Alabama Building Commission.

Given under my hand and official seal this the 11th day of July, 1990.

Walter Faulk
Notary Public

My Commission Expires:

7/16/90
(SEAL)

STATE OF ALABAMA)
COUNTY OF MONTGOMERY)

I, the undersigned authority, a Notary Public in and for said State at Large, hereby certify that PERRY HAND whose name as SECRETARY OF THE STATE OF ALABAMA, 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 this instrument, he, as such officer and with full authority, executed the same voluntarily for and as the act of said Alabama Building Commission.

Given under my hand and official seal this the 10th day of July, 1990.

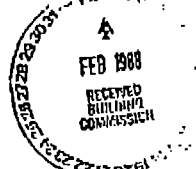
Eric Anthony
Notary Public

My Commission Expires:

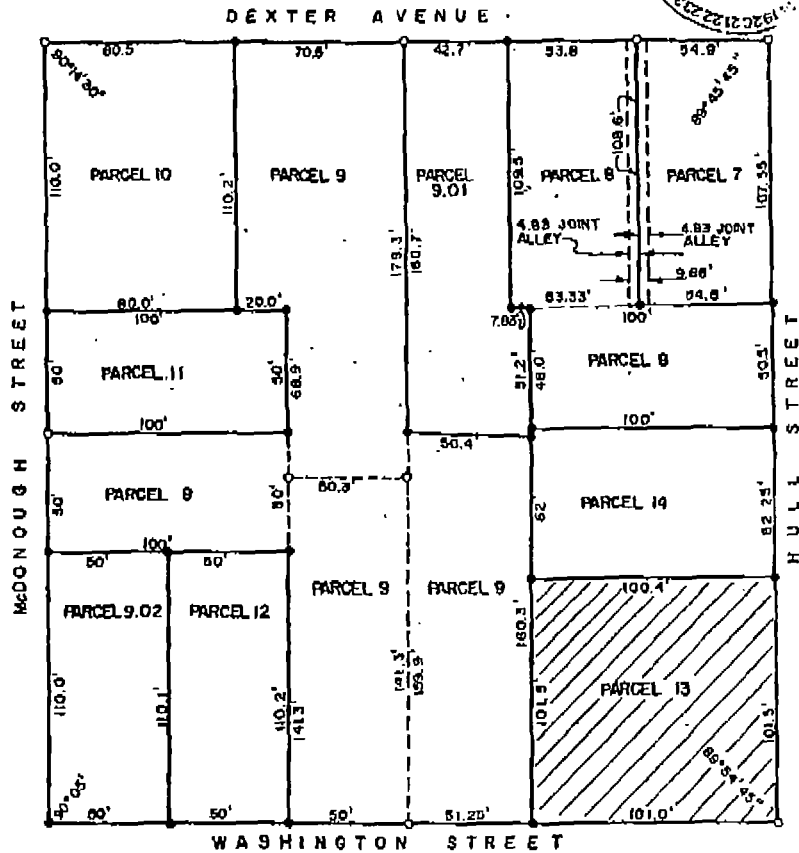
8/92
(SEAL)

THIS INSTRUMENT WAS PREPARED BY and, upon recording, should be returned to:

J. Fairley McDonald, III
COPELAND, FRANCO, SCREWS
& GILL, P.A.
Post Office Box 347
Montgomery, Alabama 36101-0347
(205) 834-1180



SCALE: 1" = 50'



LEGEND
 ● IRON PIN FOUND
 ○ IRON PIN SET

BLOCK SURVEY

MONTGOMERY, ALABAMA
FEB. 1, 1988

Prepared by:
 PROFESSIONAL ENGINEERING
 CONSULTANTS
 822 S. McDONOUGH ST.
 MONTGOMERY, ALABAMA
 36104

01	INDEX	1.00
02	REC FE	1.00
02	REC FE	15.00
TOTAL		17.00

07-20-90 246465

17.00

STATE OF ALA.
 MONTGOMERY CO.
 I CERTIFY THIS INSTRUMENT
 WAS FILED ON

Jun 20 4 49 PM '90

JUDGE OF PROBATE

NO TAX COLLECTED

EXHIBIT

STATE OF ALABAMA
COUNTY OF MONTGOMERY

STATUTORY WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS, THAT:

WHEREAS, on June 5, 1990, the Probate Court for Montgomery County, Alabama, entered a final order of condemnation in certain proceedings styled "State of Alabama, etc., v. Jesse W. Hemperley, et al.," bearing the number 23754 in the records of said court, which said order vested in the State Building Commission, for the use and benefit of the state of Alabama, fee simple absolute title to that certain parcel of real property in the City and County of Montgomery, State of Alabama, described herein; and

WHEREAS, said order has now become final in that none of the parties claiming an interest in the parcel of real property described herein filed a notice of appeal to the Circuit Court for Montgomery County within the time period for appeal prescribed in the Alabama Eminent Domain Code; and

WHEREAS, the State of Alabama, acting by and through the State Building Commission, commenced said condemnation action in order to acquire real property for use as the site of a new State judicial facility as contemplated in 1986 Ala. Act No. 86-420, codified as §§41-10-260 et seq. Code of Alabama 1975; and

WHEREAS, it is necessary for the State Building Commission of the State of Alabama to convey title to said property to the Alabama Judicial Building Authority, a public corporation duly organized and validly existing under the authority of said 1986 Ala. Act, No. 86-420;

NOW, THEREFORE, FOR AND IN CONSIDERATION of One Hundred and no/100 Dollars, [\$100.00] and for other valuable considerations to the undersigned State Building Commission, an agency of the State of Alabama [referred to herein as "GRANTOR"], in hand paid by the GRANTEE herein, the receipt

and sufficiency of which are hereby acknowledged by GRANTOR, the said GRANTOR does by these presents GRANT, BARGAIN, SELL and CONVEY unto the Alabama Judicial Building Authority [referred to herein as "GRANTEE"], a public corporation duly organized and validly existing under the authority of 1986 Ala. Act No. 86-420 of the Legislature of the State of Alabama, its successors and assigns, the following described real property, together with any and all improvements located thereon, situated in the County of Montgomery and State of Alabama, said property being designated by parcel number (7) according to the block survey attached hereto as Exhibit 1, to wit:

Parcel (7)

Beginning at the southwest corner of Hull Street and Dexter Avenue as said corner is now located by the sidewalk paving; thence west along the south side of Dexter Avenue fifty-four feet and ten inches; thence south one hundred and ten feet, more or less, to lot 7 on the west side of Hull Street; thence east 54 feet and 10 inches to the west side of Hull Street; thence north along the west side of Hull Street one hundred and ten feet more or less, to the point of beginning; the west four feet and ten inches of the property herein conveyed being subject to joint alley rights with the property west thereof as stated in the deed from M. W. Stuart, et al., to Rossie L. Murray and the deed from H. W. Stuart and wife to James S. Pinkard, said deeds being recorded respectively in the Office of the Judge of Probate of Montgomery County, Alabama, in Deed Book 71, at Page 63, and Deed Book 87, at Page 318; the aforescribed premises being known as Lot 26 and the east four feet ten inches of Lot 25 on the south side of Dexter Avenue in that portion of the City of Montgomery, Alabama, formerly known as "New Philadelphia."

Being the same parcel or tract of real property described as follows according to that certain survey, dated February 2, 1988, by Douglas O. Sheehan, Alabama Registered Land Surveyor Number 3595, to-wit:

Begin at the southwest corner of Hull Street and Dexter Avenue; thence run southerly along the west side of Hull Street 107.55 feet; thence westerly 54.5 feet; thence northerly 108.6 feet to a point on the south side of Dexter Avenue; thence run easterly along the south side of Dexter Avenue 54.9 feet to the point of beginning; the said described property being lot 26 and the east 4.83 feet of lot 25 on the south side of Dexter Avenue in that part of the City of Montgomery, Alabama, known and designated as "New Philadelphia" and containing 5911.7 square feet. Also the west 4.8 feet being subject to joint alley rights with the property west thereof.

This conveyance is made subject to the right of Gray, Langford, Sapp & McGowan, to occupy the above-described premises until the earlier to occur of (i) September 1, 1990, or (ii) its delivery of possession to the GRANTEE.

For notice purposes, the address of GRANTEE is in care of the State Finance Department of the State of Alabama, Office of the Director, Alabama Statehouse, 11 South Union Street, Montgomery, Alabama 36130.

Reference is made to §20 of Act. No. 86-420, codified as §41-10-279, Code of Alabama 1975, which states as follows, to-wit:

"§41-10-279. Exemption from taxation.

The properties of the authority and the income therefrom, all lease agreements made by the authority, all bonds issued by the authority and the income therefrom and all lien notices, mortgages, assignments and financing statements filed with respect thereto shall be forever exempt from any and all taxation in the state."

TO HAVE AND TO HOLD the aforegranted premises to the said GRANTEE, its successors and assigns, FOREVER.

And, to the extent permissible under the Constitution and laws of the State of Alabama, GRANTOR does covenant with the said GRANTEE, its successors and assigns, that it is lawfully seized in fee simple of the aforementioned premises; that they are free from all encumbrances; that GRANTOR has a good right to sell and convey the same to the GRANTEE, its successors and assigns; and that the GRANTOR will WARRANT and DEFEND the aforementioned premises to the said GRANTEE, its successors and assigns, forever, against the lawful claims and demands of all persons except as hereinabove provided.

IN WITNESS WHEREOF, the STATE BUILDING COMMISSION of the STATE OF ALABAMA has caused this instrument to be executed in its behalf by its chairman, Guy Hunt, as Governor of the State of Alabama, and to be attested by its secretary, Charles Rowe, as State Budget Officer of the Department of Finance of the State of Alabama, and further to be approved by Guy Hunt, as Governor of the State of Alabama, and to be attested by Perry Hand, as Secretary of State of the State of Alabama, on this the 18th day of July, 1990.

STATE BUILDING COMMISSION, an agency of the State of Alabama

By: Guy Hunt
Guy Hunt, as Governor of the State of Alabama
Its: Chairman

Attest:

Charles L. Rowe
Charles Rowe, as State Budget Officer
Its: Secretary

APPROVED BY:

Guy Hunt
Guy Hunt, Governor of the State of Alabama

Attest:

Perry Hand
Perry Hand, Secretary of State of the State of Alabama

(SEAL)

STATE OF ALABAMA)
COUNTY OF MONTGOMERY)

I, the undersigned authority, a Notary Public in and for said State at Large, hereby certify that GUY HUNT whose name as GOVERNOR OF THE STATE OF ALABAMA AND CHAIRMAN OF THE ALABAMA BUILDING COMMISSION, 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 this instrument, he, as such officer and with full authority, executed the same voluntarily for and as the act of said Alabama Building Commission.

Given under my hand and official seal this the 18th day of July, 1990.

Kashy Faulk
Notary Public

My Commission Expires: July 1994
(SEAL)

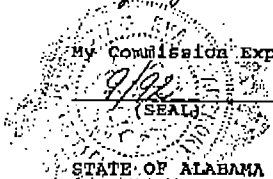
STATE OF ALABAMA)
COUNTY OF MONTGOMERY)

I, the undersigned authority, a Notary Public in and for said State at Large, hereby certify that CHARLES ROWE whose name as STATE BUDGET OFFICER OF THE DEPARTMENT OF FINANCE OF THE STATE OF ALABAMA, 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 this instrument, he, as such officer and with full authority, executed the same voluntarily for and as the act of said Alabama Building Commission.

Given under my hand and official seal this the 18th day of July, 1990.

Don Anthony
Notary Public

My Commission Expires:



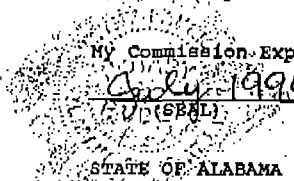
STATE OF ALABAMA)
COUNTY OF MONTGOMERY)

I, the undersigned authority, a Notary Public in and for said State at Large, hereby certify that GUY HUNT whose name as GOVERNOR OF THE STATE OF ALABAMA, 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 this instrument, he, as such officer and with full authority, executed the same voluntarily for and as the act of said Alabama Building Commission.

Given under my hand and official seal this the 18th day of July, 1990.

Prudley Jacob
Notary Public

My Commission Expires:



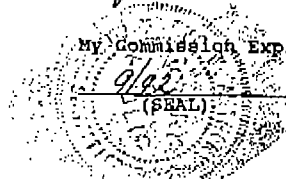
STATE OF ALABAMA)
COUNTY OF MONTGOMERY)

I, the undersigned authority, a Notary Public in and for said State at Large, hereby certify that PERRY HAND whose name as SECRETARY OF THE STATE OF ALABAMA, 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 this instrument, he, as such officer and with full authority, executed the same voluntarily for and as the act of said Alabama Building Commission.

Given under my hand and official seal this the 18th day of July, 1990.

Don Anthony
Notary Public

My Commission Expires:



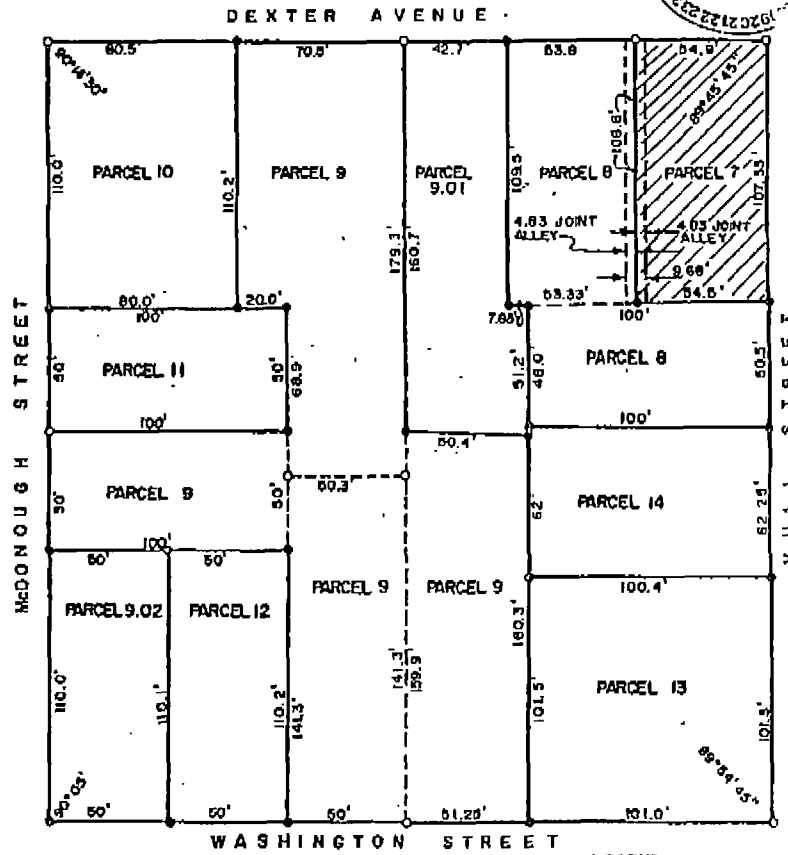
STATE OF ALABAMA)
COUNTY OF MONTGOMERY)

THIS INSTRUMENT WAS PREPARED BY and, upon recording, should
be returned to:

J. Fairley McDonald, III
COPELAND, FRANCO, SCREWS
& GILL, P.A.
Post Office Box 347
Montgomery, Alabama 36101-0347
(205) 834-1180



SCALE: 1" = 50'



BLOCK SURVEY

MONTGOMERY, ALABAMA
FEB. 1, 1988

Prepared by:
PROFESSIONAL ENGINEERING
CONSULTANTS
822 S. McDONOUGH ST.
MONTGOMERY, ALABAMA
36104

01	INDEX	1.00
02	REC FE	1.00
02	REC FE	17.50

TOTAL 19.50
07-20-90 246466

STATE OF ALA.
MONTGOMERY CO.
I CERTIFY THIS INSTRUMENT
WAS FILED ON

JUL 20 4 50 PM '90

JUDGE OF PROBATE

NO TAX COLLECTED



IN THE PROBATE COURT FOR MONTGOMERY COUNTY, ALABAMA

STATE OF ALABAMA, acting by)	
and through the STATE BUILDING)	
COMMISSION, an agency of the)	
State of Alabama,)	
Plaintiff,)	
vs.)	Case No. 23754
JESSE W. HEMPERLEY, et al.,)	
Defendants.)	

FINAL ORDER OF CONDEMNATION

This cause coming on to be heard on this day for a decree confirming the report of commissioners heretofore appointed in this cause, and for an order of condemnation in pursuance thereof as to the lands, easements, rights and interests described in the application heretofore filed in this cause;

And it appearing to the Court that on, to-wit: The 5th day of December, 1989, this Court heard the allegations of said petition as to the parties and lands named and described in Paragraphs (20) through (23) of said Complaint and all legal evidence offered by the parties touching the same, and did thereafter make an order granting said petition, for the condemnation of certain lands, easements, rights and interests therein described, and did also in and by said Order and Decree appoint Fred Jones, Charles Snider, and Joe Azbell, three citizens of said County of Montgomery, in which county the lands and rights sought to be condemned are situated, possessing the qualifications of jurors and who are disinterested, to assess the damages and compensation to which the owners of the land described in Paragraphs (20) through (23) of said Complaint are entitled;

And it further appearing to the Court that notice of the appointment of said three named persons as commissioners was issued by this Court to the Sheriff of this County as required by law, and by said Sheriff served on said three persons, as commissioners, as required by law;

68

13

And it further appearing to the Court that said commissioners, before entering upon the discharge of their duties in the premises, were sworn as jurors are sworn, and that they did thereafter receive all legal evidence offered by the parties touching the amount of damages the owners of, or the owners of an interest in, said lands will sustain and the amount of compensation they are entitled to receive;

And it further appearing to the Court that said Commissioners did on, to-wit: The 30th day of May, 1990, make their report in writing to this Court, stating the amount of damages and compensation ascertained and assessed by them for the owners of, or the owners of an interest in, the lands described in Paragraphs (21) and (23) of said Complaint, as follows:

To BERNICE H. GRAY; GRAY, LANGFORD, SAPP & MCGOWAN; WILSON & THOMAS BARBER & BEAUTY SHOP; PELHAM'S BEAUTY SHOP; ALVIN HOLMES REALTY COMPANY; ALABAMA DEMOCRATIC CONFERENCE; and TUSKEGEE FEDERAL SAVINGS & LOAN ASSOCIATION, the owners of or the owners of an interest in, the land described as Parcel 7 in Paragraph (21), the sum of \$ 400,000.

To CAROLYN J. MATHEWS and FIRST ALABAMA BANK OF MONTGOMERY, N.A., as co-trustees under the last will and testament of John C. Mathews, deceased; and MELFON, ESPY, & WILLIAMS, P.C., the owners of, or the owners of an interest in, the land described as Parcel 13 in Paragraph (23), the sum of \$ 350,000.

And it further appearing to the Court that said Commissioners did also file a certificate along with their award that none of them had ever been consulted, advised with or approached by any persons in reference to the value of the lands or the proceedings to condemn the same prior to the assessment of damages and that they knew nothing of the same prior to their appointment;

It is, therefore, ORDERED, ADJUDGED AND DECREED by the Court that said report of commissioners be and the same is hereby ORDERED to be recorded, together with said petition and all the orders and decrees made in this cause and the pleadings filed herein;

And it further appearing to the Court that the damages and compensation so ascertained and assessed by said Commissioners

for the said Defendants, the owners of, or the owners of an interest in, the lands described in Paragraphs (21) and (23) of said Complaint have been deposited in money in this Court by the Plaintiff, and that the said Plaintiff has paid into Court all costs incurred in this cause;

And it further appearing to the satisfaction of the Court that all things necessary and required by law have been done and performed by the Plaintiff.

It is further ORDERED, ADJUDGED AND DECREED by the Court and it is the judgment of this Court that the property sought to be condemned by said petition be condemned, granted and awarded to the applicant, STATE OF ALABAMA, acting by and through the STATE BUILDING COMMISSION, and that all right, title and interest owned or claimed in or to said property by the Defendants named in said Complaint or any unknown parties claiming any right, title or interest in said property, is by this decree divested out of the said Defendants and vested in fee simple in the STATE BUILDING COMMISSION FOR THE USE AND BENEFIT OF THE STATE OF ALABAMA.

It is further ORDERED, ADJUDGED AND DECREED, and it is the judgment of this Court that the assessed compensation and damages for the condemnation of said properties be held by the Clerk of this Court subject to the further orders of this Court.

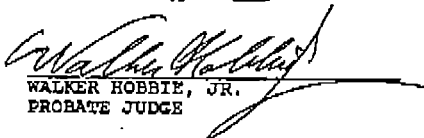
And it further appearing to the Court that the sum of \$ 1,850 is a reasonable fee for the services of the Guardian Ad Litem.

It is further ORDERED, ADJUDGED AND DECREED that all costs in this matter, including the fee of the Guardian Ad Litem, be assessed against Plaintiff.

It further appears to the Court that, prior to the meeting of the commissioners, the Plaintiff reached a settlement with Defendants JESSE W. HEMPERLEY, CATHERINE G. HEMPERLEY, and BLUEPRINT SERVICE, INC., as to the property described in paragraph (20) of the Complaint, and with Defendants J. PAUL LOWERY, WILL H. BRUCE, JR., individually and doing business as

MORTGAGE PLUS [identified in the Complaint as "MORTGAGE PLUS, INC."], and FIRST MONTGOMERY BANK as to the property described in paragraph (22) of the Complaint, and, by virtue of said settlements, the commissioners did not value such properties or make any report thereon. It further appearing that said settlements have been consummated, it is, accordingly, ORDERED, ADJUDGED and DECREED that this cause be, and the same is hereby, DISMISSED with prejudice as between the Plaintiff and Defendants JESSE W. KEMPERLEY, CATHERINE G. HEMPERLEY, BLUEPRINT SERVICE, INC., J. PAUL LOWERY, WILL H. BRUCE, JR., individually and doing business as MORTGAGE PLUS, and FIRST MONTGOMERY BANK, costs taxed to Plaintiff.

DONE this the 5th day of June, 1990.


WALKER HOBBIÉ, JR.
PROBATE JUDGE

IN THE PROBATE COURT FOR MONTGOMERY COUNTY, ALABAMA

STATE OF ALABAMA, acting by)
and through the STATE BUILD-)
ING COMMISSION, an agency of)
the State of Alabama,)

Plaintiff,)

v.)

Case No. 23754

JESSE W. HEMPERLEY;)
CATHERINE C. HEMPERLEY;)
BLUEPRINT SERVICE COMPANY,)
INC.; BERNICE H. GRAY;)
GRAY, LANGFORD, SAPP &)
MCGOWAN; WILSON & THOMAS)
BARBER & BEAUTY SHOP;)
PELHAM'S BEAUTY SHOP; ALVIN)
HOLMES REALTY COMPANY;)
ALABAMA DEMOCRATIC CONFER-)
ENCE; TUSKEGEE FEDERAL)
SAVINGS & LOAN ASSOCIATION;)
J. PAUL LOWERY; MORTGAGE)
PLUS, INC., a corporation)
doing business as MORTGAGE)
PLUS HOME LOANS; FIRST)
MONTGOMERY BANK; CAROLYN J.)
MATHEWS and FIRST ALABAMA)
BANK OF MONTGOMERY, N.A.,)
as co-trustees under the)
last will and testament of)
John C. Mathews, deceased;)
MELTON, ESPY, & WILLIAMS,)
P.C.; UNKNOWN CLAIMANTS)
"1" THROUGH "100,"; and)
W. V. LYERLY, in his official)
capacity as Tax Collector of)
Montgomery County, Alabama,)

Defendants.)

COMPLAINT FOR CONDEMNATION OF LANDS

TO THE HONORABLE WALKER HOBBIE, JR., JUDGE OF PROBATE FOR MONTGOMERY COUNTY, ALABAMA:

12

NOW COMES the Plaintiff STATE OF ALABAMA, acting by and through the STATE BUILDING COMMISSION, and invokes the jurisdiction of this Honorable Court to obtain an order and judgment of condemnation as to certain lands in Montgomery County, Alabama, as more particularly described herein, it being shown in support hereof the following matters, to-wit:

Parties

1. The Plaintiff STATE OF ALABAMA herein acts by and through the STATE BUILDING COMMISSION, an agency of the State of Alabama duly organized and validly existing under the authority of §§41-9-140 et seq., Code of Alabama 1975, which has

its principal place of business within Montgomery County, Alabama.

2. The Defendants JESSE W. HEMPERLEY, CATHERINE G. HEMPERLEY, and J. PAUL LOWERY are each over the age of nineteen (19) years and are each resident citizens of Montgomery County, Alabama.

3. The Defendant BERNICE H. GRAY is over the age of nineteen (19) years and is a resident citizen of Macon County, Alabama.

4. The Defendant BLUEPRINT SERVICE COMPANY, INC., is a corporation duly organized and validly existing under the laws of the state of Alabama which has its principal place of business within Montgomery County, Alabama.

5. The Defendant TUSKEGEE FEDERAL SAVINGS & LOAN ASSOCIATION is a Federally-chartered savings and loan association that has its principal place of business within Macon County, Alabama.

6. The Defendant FIRST MONTGOMERY BANK is a banking association that has its principal place of business within Montgomery County, Alabama.

7. The Defendant CAROLYN J. MATHEWS is over the age of nineteen (19) years and is a resident citizen of Montgomery County, Alabama. The Defendant FIRST ALABAMA BANK OF MONTGOMERY, N.A., is a national banking association that has its principal place of business within Montgomery County, Alabama, and is successor in interest to the First National Bank of Montgomery. Said Defendants CAROLYN J. MATHEWS and FIRST ALABAMA BANK OF MONTGOMERY, N.A., are joined as Defendants herein in their respective capacities as co-trustees under the last will and testament of John C. Mathews, deceased.

8. The Defendant GRAY, LANGFORD, SAPP & MCGOWAN is a partnership, professional association, professional corporation, or other business entity composed of attorneys engaging in the professional practice of law that has its principal place of business in Macon County, Alabama, but otherwise does business in Montgomery County, Alabama.

9. The Defendant MELTON, ESPY & WILLIAMS, P.C., is a professional corporation duly organized and validly existing under the laws of the State of Alabama that engages in the professional practice of law and has its principal place of business within Montgomery County, Alabama.

10. The Defendant ALVIN HOLMES REALTY COMPANY is a partnership, sole proprietorship, or some business entity other than a corporation that has its principal place of business within Montgomery County, Alabama.

11. The Defendant WILSON & THOMAS BARBER & BEAUTY SHOP is a sole proprietorship, partnership, or some form of business entity other than a corporation that has its principal place of business within Montgomery County, Alabama.

12. The Defendant PELHAM'S BEAUTY SHOP is a sole proprietorship, partnership, or some form of business entity other than a corporation that has its principal place of business within Montgomery County, Alabama.

13. The Defendant ALABAMA DEMOCRATIC CONFERENCE is an unincorporated association or some form of political organization other than a corporation that has its principal place of business within Montgomery County, Alabama.

14. The Defendant MORTGAGE PLUS, INC., is a corporation which does business in Montgomery County, Alabama, under the name MORTGAGE PLUS HOME LOANS.

15. The Defendants UNKNOWN CLAIMANTS "1" THROUGH "100" are those persons, corporations, partnerships, proprietorships, or other business entities of whatever description, if any, who may claim any interest in the properties which are the subject of this Complaint, as hereinafter described, but whose identities and the interests so claimed, if any, are not known to Plaintiff after the exercise of reasonable diligence. Request is made that said UNKNOWN CLAIMANTS "1" THROUGH "100" be apprised of the fact of this action and be otherwise made Defendants herein by publication pursuant to A.R.Civ.P. Rule 4.3.

16. The Defendant W. V. LYERLY is Tax Collector of Montgomery County, Alabama, and is made a Defendant herein in such official capacity.

Jurisdiction and Venue

17. The Court has jurisdiction of this Complaint under §§18-1A-71 and 18-1A-270, Code of Alabama 1975 [1988 Cum.Supp.].

18. Venue of this action is proper in Montgomery County, Alabama, under §18-1A-71, Code of Alabama 1975 [1988 Cum.Supp.], in that all of the real property sought to be taken by Plaintiff through this Complaint, as more particularly described in the following paragraphs (20) through (23), is located within Montgomery County, Alabama.

Allegations as to Properties

19. Attached to this Complaint as exhibit "1" is a map or diagram depicting that certain city block in the City of Montgomery, Montgomery County, Alabama, bounded on the north by Dexter Avenue, on the east by Hull Street, on the south by Washington Avenue, and on the west by McDonough Street, and, more particularly, showing those parcels or tracts of real property sought to be taken by Plaintiff through this Complaint as hereinafter described. Said properties and the respective interests of the Defendants therein proposed to be taken by Plaintiff are as described in the following paragraphs (20) through (23).

20. The Defendants JESSE W. HEMPERLEY and CATHERINE G. HEMPERLEY, husband and wife, are joint owners with right of survivorship of that certain parcel or tract of real property, with improvements thereon, located in Montgomery County, Alabama, commonly known as 15 South McDonough Street, said parcel or tract being designated as Parcel 11 on exhibit "1" hereto and being more particularly described as follows, to-wit:

Lot Number 7 on the east side of McDonough Street, fronting 50 feet on said street and running back of even width 100 feet, in that part of the City of Montgomery formerly called "New Philadelphia."

Being the same parcel or tract of real property described as follows according to that certain survey, dated February 2, 1988, by Douglas O. Sheehan, Alabama Registered Land Surveyor Number 1595, to-wit:

Commence at the southeast corner of McDonough Street and Dexter Avenue; thence run southerly along the east side of McDonough Street 110.0 feet to the point of beginning; thence from the point of beginning run easterly 100.0 feet; thence run southerly 50.0 feet; thence run westerly 100.0 feet to a point on the east side of McDonough Street; thence run northerly along the east side of McDonough Street 50.0 feet to the point of beginning. The said described property being Lot 7 on the east side of McDonough Street in that part of the City of Montgomery, Alabama, known and designated as "New Philadelphia" and containing 5,000 square feet.

The foregoing described parcel or tract of real property is not the homestead of said Defendants JESSE W. HEMPERLEY and CATHERINE G. HEMPERLEY, or either of them. It is the information and belief of the Plaintiff, and upon such information and belief it is alleged, that Defendant BLUEPRINT SERVICE COMPANY, INC., presently occupies the foregoing described parcel or tract of real property, and/or the improvements thereon, and claims a possessory interest in said parcel or tract and/or the improvements thereon pursuant to lease, occupancy agreement, or some other formal or informal arrangement with said Defendants JESSE W. HEMPERLEY and CATHERINE G. HEMPERLEY.

21. The Defendant BERNICE H. GRAY, a married woman, is the owner of that certain parcel or tract of property with improvements thereon located in Montgomery County, Alabama, commonly known as 352 Dexter Avenue, having acquired said property from Fred D. Gray by deed, dated March 9, 1988, appearing of record in Real Property Book 940, at page 298, in the Office of the Judge of Probate for Montgomery County, Alabama. Said parcel or tract is depicted as Parcel 7 on exhibit "1" hereto and is more particularly described as follows, to-wit:

Beginning at the southwest corner of Hull Street and Dexter Avenue as said corner is now located by the sidewalk paving; thence west along the south side of Dexter Avenue fifty-four feet and ten inches; thence south one hundred and ten feet, more or less, to lot 7 on the west side of Hull Street; thence east 54 feet and 10 inches to the west side of Hull

Street; thence north along the west side of Hull Street one hundred and ten feet more or less, to the point of beginning; the west four feet and ten inches of the property herein conveyed being subject to joint alley rights with the property west thereof as stated in the deed from M. W. Stuart, et al., to Rossie L. Murray and the deed from M. W. Stuart and wife to James S. Pinkard, said deeds being recorded respectively in the Office of the Judge of Probate of Montgomery County, Alabama, in Deed Book 71, at Page 63, and Deed Book 87, at Page 118; the aforescribed premises being known as Lot 26 and the east four feet ten inches of Lot 25 on the south side of Dexter Avenue in that portion of the City of Montgomery, Alabama, formerly known as "New Philadelphia."

Being the same parcel or tract of real property described as follows according to that certain survey, dated February 2, 1988, by Douglas O. Sheehan, Alabama Registered Land Surveyor Number 3595, to-wit:

Begin at the southwest corner of Hull Street and Dexter Avenue; thence run southerly along the west side of Hull Street 107.55 feet; thence westerly 54.5 feet; thence northerly 108.6 feet to a point on the south side of Dexter Avenue; thence run easterly along the south side of Dexter Avenue 54.9 feet to the point of beginning; the said described property being lot 26 in the east 4.83 feet of lot 25 on the south side of Dexter Avenue in that part of the City of Montgomery, Alabama, known and designated as "New Philadelphia" and containing 5911.7 square feet. Also the west 4.8 feet being subject to joint alley rights with the property west thereof.

Said parcel or tract is not the homestead of said Defendant BERNICE H. GRAY. It is the information and belief of the Plaintiff, and upon such information and belief it is averred, that Defendants GRAY, LANGFORD, SAPP & MCGOWAN, WILSON & THOMAS BARBER & BEAUTY SHOP, FELHAM'S BEAUTY SHOP, ALVIN HOLMES REALTY COMPANY, and ALABAMA DEMOCRATIC CONFERENCE occupy portions of said parcel or tract and/or the improvements thereon and claim possessory or occupancy interests in said parcel or tract of property and/or the improvements thereon pursuant to leases, occupancy agreements, or some other formal or informal arrangements with said Defendant BERNICE H. GRAY. It is further the information and belief of Plaintiff, and upon such information and belief it is averred, that Defendant TUSKEGEE FEDERAL SAVINGS & LOAN ASSOCIATION claims a mortgage interest in said parcel or tract of property and/or the improvements thereon pursuant to that certain mortgage instrument recorded in Real Property Book 25, at page 641, in

the Office of the Judge of Probate of Montgomery County, Alabama, which said mortgage has not been released or satisfied of record.

22. The Defendant J. PAUL LOWERY, an unmarried man, is the owner of that certain parcel or tract of property with improvements thereon located in Montgomery County, Alabama, commonly known as 24 and 28 South Hull Street, said parcel or tract being designated as Parcel 14 on exhibit "1" hereto and being more particularly described as follows, to-wit:

Commencing at a point on the west side of Hull Street 102 feet north of Washington Avenue; thence north along the west side of Hull Street 62.3 feet to the north face of a brick wall; thence westerly along said brick wall 100 feet to the west face of another brick wall; thence south along said wall 60.5 feet; thence east 100.7 feet to the point of beginning.

Being the same parcel or tract of real property described as follows according to that certain survey, dated February 2, 1988, by Douglas O. Sheehan, Alabama Registered Land Surveyor Number 3595, to-wit:

Commence at the northwest corner of Washington and Hull Streets; thence run northerly along the west side of Hull Street 101.5 feet to the point of beginning; thence from the point of beginning run westerly 100.4 feet; thence northerly 62.0 feet; thence easterly 100.0 feet to a point on the west side of Hull Street; thence run southerly along the west side of Hull Street 62.25 feet to the point of beginning. The said described property lying and being situated on the west side of Hull Street between Washington Street and Dexter Avenue in that part of the City of Montgomery, Alabama, known and designated as "New Philadelphia" and containing 6,224.9 square feet.

Said parcel or tract is not the homestead of said Defendant J. PAUL LOWERY. It is the information and belief of the Plaintiff, and upon such information and belief it is averred, that Defendant FIRST MONTGOMERY BANK claims a mortgage interest in the foregoing described parcel or tract of real property and/or the improvements thereon under and pursuant to that certain mortgage instrument dated September 16, 1988, recorded in Real Property Book 979, at page 402, in the Office of the Judge of Probate of Montgomery County, Alabama, which said mortgage has not been released or satisfied of record. It is further the information and belief of the Plaintiff, and upon such information and belief it is averred, that Defendant

MORTGAGE PLUS, INC., doing business as MORTGAGE PLUS HOME LOANS, occupies a portion of the foregoing described parcel or tract of real property and/or the improvements thereon, and claims a possessory or occupancy interest in said parcel or tract and/or the improvements thereon pursuant to a lease, occupancy agreement, or some other formal or informal arrangement with said Defendant J. PAUL LOWERY.

23. The Defendants CAROLYN J. MATHEWS and FIRST ALABAMA BANK OF MONTGOMERY, N.A., as co-trustees under the last will and testament of John C. Mathews, deceased, are the owners of that certain parcel or tract of real property with improvements thereon located in Montgomery County, Alabama, commonly known as 339 Washington Avenue, said parcel or tract being designated as Parcel 13 on exhibit "1" hereto and being more particularly described as follows, to-wit:

Beginning at the northwest corner of the intersection of Washington Street and Hull Street in the City of Montgomery, Alabama; running thence north along the west side of South Hull Street 102 feet; thence west parallel with Washington Street 100 feet; thence south parallel with South Hull Street 102 feet to a point on the north side of Washington Street, which said point is 100 feet west of the point of beginning; thence east along the north side of Washington Street 100 feet to the point of beginning; said property being part of lots 25 and 26 on the north side of Washington Street in what was formerly known as "New Philadelphia."

Being the same parcel or tract of real property described as follows according to that certain survey, dated February 2, 1988, by Douglas O. Sheehan, Alabama Registered Land Surveyor Number 3595, to-wit:

Begin at the northwest corner of Hull and Washington Streets; thence run westerly along the north side of Washington Street 101.0 feet; thence run northerly 101.5 feet; thence run easterly and parallel to Washington Street 100.4 feet to a point on the west side of Hull Street; thence run southerly along the east side of Hull Street 101.5 feet to the point of beginning. The said described property being part of lots 25 and 26 on the north side of Washington Street in that part of the City of Montgomery, Alabama, known and designated as "New Philadelphia" and containing 10,221.1 square feet.

It is the information and belief of the Plaintiff, and upon such information and belief it is averred, that the Defendant MELTON, ESPY & WILLIAMS, P.C., occupies the foregoing described parcel or tract of real property and/or the improvements thereon, and

claims a possessory or occupancy interest in said parcel or tract and/or the improvements thereon pursuant to a lease, occupancy agreement, or some other formal or informal arrangement with said Defendants CAROLYN J. MATHEWS and FIRST ALABAMA BANK OF MONTGOMERY, N.A., as co-trustees under the last will and testament of John C. Mathews, deceased.

24. The Defendants UNKNOWN CLAIMANTS "1" THROUGH "100," if any, may claim an interest in the parcels or tracts of real property described in the foregoing paragraphs (20) through (23), inclusive, of this Complaint, and/or the improvements on any of said properties, but the identities of said UNKNOWN CLAIMANTS "1" THROUGH "100" and the interests so claimed, if any, are not known to Plaintiff after the exercise of reasonable diligence.

25. The Defendant W. V. LYERLY, in his official capacity as Tax Collector of Montgomery County, Alabama, has an interest in the respective properties described in the foregoing paragraphs (20) through (23), inclusive, by virtue of such official capacity.

Allegations as to Plaintiff's Right to Take Property
by Eminent Domain and to Maintain This Action

26. The STATE BUILDING COMMISSION has the express statutory authority under §41-9-141(a)(1), Code of Alabama 1975, to acquire lands for and on behalf of the STATE OF ALABAMA by condemnation.

27. By its approval of 1986 Act No. 86-420, codified as §41-10-260 et seq., Code of Alabama 1975 [1988 Cum.Supp.], the Alabama Legislature has heretofore authorized the acquisition of real property in the City of Montgomery, Montgomery County, Alabama, for public use as the site of a State judicial facility, being a building or buildings designed and intended primarily for the use of the Alabama Unified Judicial System, including the Supreme Court of Alabama, the Alabama Courts of Civil and Criminal Appeals, the State Law Library, and certain other facilities pertinent thereto, all as described in said Act.

28. On or about December 17, 1987, the STATE BUILDING COMMISSION authorized the acquisition of all remaining real property within that certain city block of the city of Montgomery bounded on the north by Dexter Avenue, on the east by Hull Street, on the south by Washington Avenue, and on the west by McDonough Street, said block being as depicted on exhibit "1" hereto and, further, said block embracing those specific properties made the subject of the allegations of the foregoing paragraphs (20) through (23), inclusive, of this Complaint, for public use as the site of the State judicial facility contemplated in and authorized by said Act No. 86-420. At such time, the STATE BUILDING COMMISSION affixed the fair market values of the properties made the subject of the allegations in the foregoing paragraphs (20) through (23), inclusive, authorized offers to such of the Defendants who claim ownership of said properties as alleged herein, and further authorized commencement of condemnation litigation if said properties could not otherwise be acquired. A true and correct copy of the STATE BUILDING COMMISSION'S resolution to said effect is attached as exhibit "2" to this Complaint.

29. It is necessary that Plaintiff STATE OF ALABAMA, acting by and through the STATE BUILDING COMMISSION, acquire all right, title, and interest in and to the properties more particularly described in the foregoing paragraphs (20) through (23), inclusive, of this Complaint for the purpose of a State judicial facility as authorized and contemplated by 1986 Ala. Act. No. 86-420, codified as §§41-10-260 et seq., Code of Alabama 1975 [1988 Cum.Supp.], for which purpose the Plaintiff has either already acquired title or has contractual commitments to acquire title to all other properties necessary to the completion of this project, said properties being more specifically designated as Parcels 8, 9, 9.01, 9.02, 10, and 12 on exhibit "1" to this Complaint.

30. Through this Complaint, Plaintiff STATE OF ALABAMA, acting by and through the STATE BUILDING COMMISSION, proposes to acquire all of the respective Defendants' right,

title and interest in and to the properties described in the foregoing paragraphs (20) through (23), inclusive, and, in addition, proposes to acquire all of the respective Defendants' right, title and interest in and to all improvements and fixtures located or existing on any of said properties. In this respect, the Plaintiff alleges more particularly as follows:

(a) As to Parcel 11, described in the foregoing paragraph (20), Plaintiff proposes to acquire all of the right, title, and interest of Defendants JESSE W. HEMPERLEY, CATHERINE G. HEMPERLEY, BLUEPRINT SERVICE COMPANY, INC., and W. V. LYERLY, as Tax Collector, in and to said property and, further, in and to all improvements located thereon, viz., a two-story masonry/brick building containing a total approximate floor space of 6,574 square feet, a one-story concrete block addition containing a total approximate floor space of 1,000 square feet, and all interior walls, flooring, ceilings, partitions, lighting fixtures, plumbing lines and fixtures, electrical lines and fixtures, and central heating and air conditioning equipment, but excluding said Defendants' trade fixtures, equipment, and personal property.

(b) As to Parcel 7 on exhibit "1," described in the foregoing paragraph (21), Plaintiff proposes to acquire all of the right, title, and interest of Defendants BERNICE H. GRAY, GRAY, LANGFORD, SAPP & MCGOWAN, WILSON & THOMAS BARBER & BEAUTY SHOP, PELHAM'S BEAUTY SHOP, ALVIN HOLMES REALTY COMPANY, ALABAMA DEMOCRATIC CONFERENCE, TUSKEGEE FEDERAL SAVINGS & LOAN ASSOCIATION, and W. V. LYERLY, as Tax Collector, in and to said property and, further, in and to all improvements located thereon, viz., a three-story masonry brick building containing a total approximate floor space of 10,575 square feet, together with all interior walls, flooring, ceilings, partitions, lighting fixtures, plumbing lines and fixtures, electrical lines and fixtures, and central heating and air conditioning equipment, but excluding any of said Defendants' trade fixtures, equipment, and personal property.

(c) As to Parcel 14 on exhibit "1" hereto, described in the foregoing paragraph (22), Plaintiff proposes to acquire all of the right, title, and interest of Defendants J. PAUL LOWERY, FIRST MONTGOMERY BANK, MORTGAGE PLUS, INC., doing business as MORTGAGE PLUS HOME LOANS, and W. V. LYERLY, as Tax Collector, in and to said property and, further, in and to all improvements located thereon, viz., two frame buildings containing approximately 1,725 square feet and 1,625 square feet, respectively, of gross floor space, together with all interior walls, flooring, ceilings, partitions, lighting fixtures, plumbing lines and fixtures, electrical lines and fixtures, and central heating and air conditioning equipment in both such buildings, but excluding said Defendants' trade fixtures, equipment, and personal property.

(d) As to Parcel 13 on exhibit "1" hereto, described in the foregoing paragraph (23), Plaintiff proposes to acquire all of the right, title, and interest of Defendants CAROLYN J. MATHEWS and FIRST ALABAMA BANK OF MONTGOMERY, N.A., as co-trustees under the last will and testament of John C. Mathews, deceased, of MELTON, ESPY, & WILLIAMS, P.C., and W. V. LYERLY, as Tax Collector, in and to said property and, further, in and to all improvements located thereon, viz., a two-story brick veneer building containing an approximate total gross floor space of 4,050 square feet, together with all interior walls, flooring, ceilings, partitions, lighting fixtures, plumbing lines and fixtures, electrical lines and fixtures, and central heating and air conditioning equipment, but excluding any said Defendants' trade fixtures, equipment, and personal property.

(e) As to Parcels 11, 7, 14, and 13 on exhibit "1" hereto, described in the foregoing paragraphs (20) through (23) hereof, Plaintiff proposes to acquire all of the right, title and interest of UNKNOWN CLAIMANTS "1" THROUGH "100" in and to any and all of said properties and, further, in and to all improvements located thereon as aforesaid.

31. All conditions precedent, if any, to commencement of this action under the Alabama Eminent Domain Code, §18-1A-1 et seq., Code of Alabama 1975 [1988 Cum.Supp.], have been accomplished or satisfied by Plaintiff. Specifically, but without limitation, Plaintiff avers that it has caused appraisals to be conducted as to each of said Parcels 11, 7, 14, and 13, and, on the basis of such appraisals, tendered written letters to the owners of said parcels offering to purchase said parcels for not less than the fair market values of the parcels as established by Plaintiff's appraisals and, further, detailing the basis for such offers. The amounts of such offers were as follows: as to Parcel 11, \$129,000.00; as to Parcel 7, \$180,000.00; as to Parcel 14, \$124,000.00; and as to Parcel 13, \$175,000.00. True and correct copies of said offer letters are attached to this Complaint as Exhibits 3, 4, 5, and 6.

Prayer for Relief

WHEREFORE, THE ABOVE AND FOREGOING PREMISES CONSIDERED, the Plaintiff STATE OF ALABAMA, acting by and through the STATE BUILDING COMMISSION, prays as follows:

(a) That the Court make and enter an order appointing a day for the hearing of this Complaint;

(b) That the Court issue to all Defendants notice of this Complaint and the day for the hearing thereof;

(c) That, as to the Defendants designated herein as UNKNOWN CLAIMANTS "1" THROUGH "100," the Court cause notice by publication;

(d) That the Court cause the issuance and service of such process in accordance with Rule 4 of the Alabama Rules of Civil Procedure as may be required to vest this Court with personal jurisdiction over the Defendants and each of them; and

(e) That, upon such further proceedings as may be required under the Alabama Eminent Domain Code, the Court shall make and enter an order and judgment of condemnation and take such other steps as may be necessary to vest title to the above-described properties in the STATE OF ALABAMA and/or in the STATE

BUILDING COMMISSION for the use and benefit of the STATE OF ALABAMA.

[Signature]
J. Fairley McDonald, III

Special Assistant Attorney General-
State of Alabama

COPELAND, FRANCO, SCREWS
& GILL, P.A.
Post Office Box 347
Montgomery, Alabama 36101-0347
(205) 834-1180

Counsel for Plaintiff STATE OF
ALABAMA and STATE BUILDING
COMMISSION

STATE OF ALABAMA

COUNTY OF MONTGOMERY

Before me, the undersigned authority, a Notary Public in and for said County and State, personally appeared J. Fairley McDonald, III, who is known to me and who, being first duly sworn, depose and says that he is the attorney employed by the State of Alabama and the State Building Commission, and is authorized to prosecute this action on their behalf, and that the allegations contained in the foregoing Complaint are true and correct to the best of his knowledge, information and belief.

[Signature]
J. Fairley McDonald, III

SWORN TO AND SUBSCRIBED before me this the 16th day of August, 1989.



[Signature]
William O. Monte
Notary Public
My commission expires: 6/10/91

AUG 17 8 20 AM '89

FILED IN PROBATE COURT
MONTGOMERY COUNTY, AL
[Signature]
JUDGE OF PROBATE

STATE OF ALABAMA)
COUNTY OF MONTGOMERY)

CORPORATION WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS:

That, for and in consideration of One Hundred and NO/100 Dollars [\$100.00] and for other valuable considerations to the undersigned ALABAMA PHARMACEUTICAL ASSOCIATION FOUNDATION, INC., also known and designated as the ALABAMA PHARMACEUTICAL ASSOCIATION, a not-for-profit corporation [referred to herein as "GRANTOR"], in hand paid by the GRANTEE herein, the receipt and sufficiency of which are hereby acknowledged by GRANTOR, the said GRANTOR does by these presents GRANT, BARGAIN, SELL and CONVEY unto the ALABAMA JUDICIAL BUILDING AUTHORITY [referred to herein as "GRANTEE"], a public corporation duly organized and validly existing under the authority of Act No. 86-420 of the Legislature of the State of Alabama [said Act being codified as §§41-10-260 et seq., Code of Alabama 1975], its successors and assigns, the following described real property, together with any and all improvements located thereon, situated in the County of Montgomery and State of Alabama, said property being commonly known as 340 Dexter Avenue and being designated as Parcel 8 according to the block survey attached hereto as Exhibit "1," and being further described as follows, to-wit:

11

Beginning at a point on the south side of Dexter Avenue in the City of Montgomery, Alabama, 54.8 feet west of the intersection of the south side of Dexter Avenue and the west side of South Hull Street; thence west along Dexter Avenue 53.7 feet; thence south 111.0 feet, more or less, to a point 108.6 feet west of South Hull Street; thence east along the north face of a brick wall 53.8 feet to a point 54.8 feet west of South Hull Street; thence north 108.4 feet to the point of beginning, the said land being part of Lots 24 and 25 on the south side of Dexter Avenue, and also a parcel beginning at a point on the west side of South Hull Street in the City of Montgomery, Alabama, 107.3 feet south of the intersection of the west side of South Hull Street and the south side of Dexter Avenue; thence south along South Hull Street 50.5 feet to the north side of a brick wall; thence west along the north side of the wall 100.0 feet to the west side of a brick wall; thence north along the west side of the wall 46.0 feet to the north side of a brick wall; said point being 111.0 feet south

of Dexter Avenue; thence easterly along the bends in the north side of said wall 100.0 feet, more or less, to the point of beginning, the said land being Lot 7 on the west side of South Hull Street, all property herein described being in that part of the City of Montgomery, Alabama, known as "New Philadelphia".

The owner of the parcel composed of Lot 25 and a part of Lot 24 on the south side of Dexter Avenue shall have a perpetual right to use, in common with the owners of Lot 26 of the plat of New Philadelphia, as an alley, a strip of land 4 feet 10 inches wide fronting on Dexter Avenue and running back of even width to the south line of Lot 25 as herein conveyed, being also the north line of Lot 7 on the west side of Hull Street as herein conveyed.

The foregoing parcel being the same parcel of real property also described as follows according to that certain survey made and prepared on or about February 2, 1988, by Douglas O. Sheehan, Alabama Registered Land Surveyor No. 3595, of Professional Engineering Consultants, Inc., Montgomery, Alabama, to-wit:

Begin at a point on the south side of Dexter Avenue 54.9 feet west of Hull Street; then run southerly 108.6 feet; thence run easterly 54.5 feet to a point on the west side of Hull Street, said point being 107.55 feet south of Dexter Avenue; thence run southerly along the west side of Hull Street 50.5 feet; thence run westerly 100.0 feet; thence run northerly 48.0 feet to a point 100.0 feet west of Hull Street; thence run westerly 7.83 feet; thence run northerly 109.5 feet to a point on the south side of Dexter Avenue; thence run easterly along the south side of Dexter Avenue 53.8 feet to the point of beginning. The said described property being part of Lots 24 and 25 on the south side of Dexter Avenue and Lot 7 on the west side of Hull Street in that part of the City of Montgomery, Alabama, known and designated as "New Philadelphia" and containing 10,796.3 square feet. Also, the east 4.83 feet of that part of Lots 24 and 25 being subject to joint alley rights with the property east thereof.

This conveyance is made subject to that certain right of way easement given by GRANTOR to South Central Bell Telephone Company, dated October 25, 1983, and recorded in Real Property Book 721, at page 3, in the Office of the Judge of Probate for Montgomery County, Alabama.

It is the intent of the GRANTOR herein to convey to GRANTEE, its successors and assigns, any and all real property it owns within that certain block in the City of Montgomery, Alabama, bounded on the north by Dexter Avenue, on the east by South Hull Street, on the south by Washington Avenue (Street), and on the west by South McDonough Street, whether the same is correctly described herein or not.

The foregoing described real property is conveyed by GRANTOR to GRANTEE for the use and benefit of the State of Alabama for public use as the site of a new State judicial facility, as defined in and authorized and contemplated by Act No. 86-420 of

the Legislature of the State of Alabama [said act being codified as §§41-10-260 et seq., Code of Alabama 1975], and this conveyance is made to GRANTEE, a public corporation organized pursuant to said Act No. 86-420, for the purposes and to the ends contemplated by said Act No. 86-420.

This conveyance is made by GRANTOR in lieu of and to avoid the commencement by GRANTEE of such proceedings pursuant to the Alabama Eminent Domain Code of 1986, §§18-1A-1 et seq., Code of Alabama 1975, as would result in an order and judgment that the real property described herein be condemned to and/or acquired by GRANTEE through eminent domain for the public use(s) stated and described in 1986 Ala. Act No. 86-420, and the consideration for this conveyance paid by GRANTEE to GRANTOR is in lieu of and to the exclusion of such award of compensation as may have been made to GRANTOR in proceedings under the Alabama Eminent Domain Code of 1986, §§18-1A-1 et seq., Code of Alabama 1975.

For notice purposes, the address of GRANTEE is in care of the State Finance Department of the State of Alabama, Office of the Director, Alabama Statehouse, 11 South Union Street, Montgomery, Alabama 36130.

Reference is made to §20 of Act No. 86-420, codified as §41-10-279, Code of Alabama 1975, which states as follows, to-wit:

"§41-10-279. Exemption from taxation.

The properties of the authority and the income therefrom, all lease agreements made by the authority, all bonds issued by the authority and the income therefrom and all lien notices, mortgages, assignments and financing statements filed with respect thereto shall be forever exempt from any and all taxation in the state."

TO HAVE AND TO HOLD the aforegranted premises to the said GRANTEE, its successors and assigns, FOREVER.

AND, GRANTOR does covenant with the said GRANTEE, its successors and assigns, that it is lawfully seized in fee simple of the aforementioned premises; that they are free from all encumbrances except as set forth above; that GRANTOR has a good right to sell and convey the same to the GRANTEE, its successors and assigns; and that GRANTOR will WARRANT and DEFEND the aforementioned premises to the said GRANTEE, its successors and assigns, forever, against the lawful claims and demands of all persons.

IN WITNESS WHEREOF, the ALABAMA PHARMACEUTICAL ASSOCIATION FOUNDATION, INC., also known and referred to as the ALABAMA PHARMACEUTICAL ASSOCIATION, a not-for-profit corporation, has caused this instrument to be executed in its

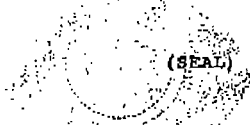
behalf by William J. Justice, its President, and to be attested by Sharon T. Taylor, its Executive Director, on this the 18 day of August, 1989.

ALABAMA PHARMACEUTICAL ASSOCIATION FOUNDATION, INC., a not-for-profit corporation

By: William J. Justice
William J. Justice
Its President

ATTEST:

Sharon T. Taylor
Sharon T. Taylor
Its Executive Director



STATE OF ALABAMA)
COUNTY OF MONTGOMERY)

I, the undersigned authority, a Notary Public in and for said State at Large, hereby certify that William J. Justice and Sharon T. Taylor whose names as President and Executive Director of the ALABAMA PHARMACEUTICAL ASSOCIATION FOUNDATION, INC., a not-for-profit corporation, are signed to the foregoing instrument, and who are known to me, acknowledged before me on this day that, being informed of the contents of this instrument, they, as such officers and with full authority, executed the same voluntarily for and as the act of said corporation.

Given under my hand and official seal this the 18th day of August, 1989.

My Commission Expires: 12/29/89
(SEAL)

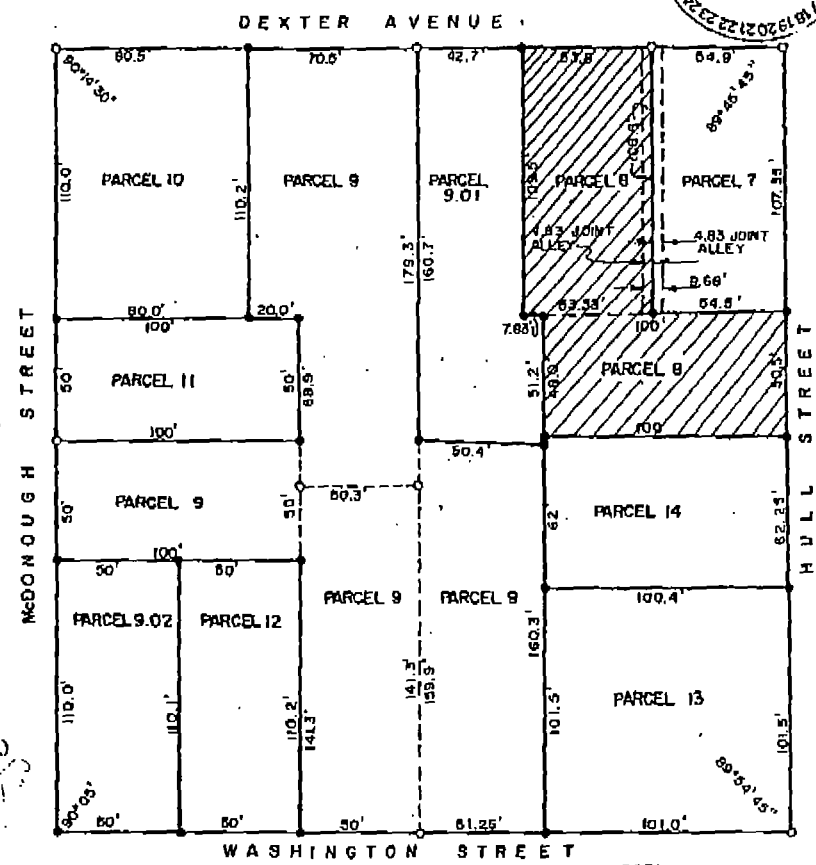
[Signature]
Notary Public

THIS INSTRUMENT WAS PREPARED BY and, upon recording, should be returned to:

J. Fairley McDonald, III
COPELAND, FRANCO, SCREWS
& GILL, P.A.
Post Office Box 347
Montgomery, Alabama 36101-0347
(205) 834-1180

MAY 10 1988 PAGE 0680
 FEB 1988
 RECEIVED
 BUILDING
 COMMISSION

SCALE: 1" = 50'
 N
 50'



NO TAX COLLECTED
BLOCK SURVEY

MONTGOMERY, ALABAMA
 FEB. 1, 1988

Prepared by:
 PROFESSIONAL ENGINEERING
 CONSULTANTS
 822 S. McDONOUGH ST.
 MONTGOMERY, ALABAMA
 36104

LEGEND
 ● IRON PIN FOUND
 ○ IRON PIN SET

01	INDEX	1.00
02	REC FE	1.00
02	REC FE	12.50
04	BEG TX	6.50
TOTAL		
08-29-89 184844		

15.00
 14.50

STATE OF ALA.
 MONTGOMERY CO.
 I CERTIFY THIS INSTRUMENT
 WAS FILED ON

Aug 29 4 34 PM '89

JUDGE OF PROBATE

EXHIBIT

1

STATE OF ALABAMA }
 COUNTY OF MONTGOMERY }

WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS:

That, for and in consideration of One Hundred and NO/100 Dollars [\$100.00] and for other valuable considerations to the undersigned JESSE W. HEMPERLEY and CATHERINE G. HEMPERLEY [referred to herein as "GRANTORS"], in hand paid by the GRANTEE herein, the receipt and sufficiency of which are hereby acknowledged by GRANTORS, the said GRANTORS do by these presents GRANT, BARGAIN, SELL and CONVEY unto the ALABAMA JUDICIAL BUILDING AUTHORITY [referred to herein as "GRANTEE"], a public corporation duly organized and validly existing under the authority of Act No. 86-420 of the Legislature of the State of Alabama [said Act being codified as §§41-10-260 et seq., Code of Alabama 1975], its successors and assigns, the following described real property, together with any and all improvements located thereon, situated in the County of Montgomery and State of Alabama, said property being commonly known as 15 South McDonough Street and being designated as Parcel 11 according to the block survey attached hereto as Exhibit "A," and being further described as follows, to-wit:

Lot Number 7 on the east side of McDonough Street, fronting 50 feet on said street and running back of even width 100 feet, in that part of the City of Montgomery formerly called "New Philadelphia."

Being the same parcel or tract of real property described as follows according to that certain survey, dated February 2, 1966, by Douglas O. Sheehan, Alabama Registered Land Surveyor Number 3595, to-wit:

Commence at the southeast corner of McDonough Street and Dexter Avenue; thence run southerly along the east side of McDonough Street 110.0 feet to the point of beginning; thence from the point of beginning run easterly 100.0 feet; thence run southerly 50.0 feet; thence run westerly 100.0 feet to a point on the east side of McDonough Street; thence run northerly along the east side of McDonough Street 50.0 feet to the point of beginning. The said described property being Lot 7 on the east side of McDonough Street in that part of the City of Montgomery, Alabama, known and

designated as "New Philadelphia" and containing 5,000 square feet.

 The above described property is not the homestead of GRANTORS or either of them.

It is the intent of the GRANTORS herein to convey to GRANTEE, its successors and assigns, any and all real property they own within that certain block in the City of Montgomery, Alabama, bounded on the north by Dexter Avenue, on the east by South Hull Street, on the south by Washington Avenue [Street], and on the west by South McDonough Street, whether the same is correctly described herein or not.

The foregoing described real property is conveyed by GRANTORS to GRANTEE for the use and benefit of the State of Alabama for public use as the site of a new State judicial facility, as defined in and authorized and contemplated by Act No. 86-420 of the Legislature of the State of Alabama [said act being codified as §§41-10-260 et seq., Code of Alabama 1975], and this conveyance is made to GRANTEE, a public corporation organized pursuant to said Act No. 86-420, for the purposes and to the ends contemplated by said Act No. 86-420.

This conveyance is made by GRANTORS in full settlement of those certain proceedings pursuant to the Alabama Eminent Domain Code of 1986, §§18-1A-1 et seq., Code of Alabama 1975, styled State of Alabama, etc., v. Jesse W. Hemperley, et al., No. 23754, pending as of the date hereof in the Probate Court for Montgomery County, Alabama. The consideration for this conveyance paid by GRANTEE to GRANTORS is in lieu of and to the exclusion of such award of compensation as may have been made to GRANTORS in those certain proceedings under the Alabama Eminent Domain Code of 1986, §§18-1A-1 et seq., Code of Alabama 1975, styled State of Alabama, etc., v. Jesse W. Hemperley, et al., No. 23754, pending in the Probate Court for Montgomery County, Alabama.

For notice purposes, the address of GRANTEE is in care of the State Finance Department of the State of Alabama, Office of the Director, Alabama Statehouse, 11 South Union Street, Montgomery, Alabama 36130.

Reference is made to §20 of Act No. 86-420, codified as §41-10-279, Code of Alabama 1975, which states as follows, to-wit:

"§41-10-279. Exemption from taxation.

The properties of the authority and the income therefrom, all lease agreements made by the authority, all bonds issued by the authority and the income therefrom and all lien notices, mortgages, assignments and financing statements filed with respect thereto shall be forever exempt from any and all taxation in the state."

TO HAVE AND TO HOLD the aforegranted promises to the said GRANTEE, its successors and assigns, FOREVER.

AND, GRANTORS do covenant with the said GRANTEE, its successors and assigns, that they are lawfully seized in fee simple of the aforementioned premises; that they are free from all encumbrances; that GRANTORS have a good right to sell and convey the same to the GRANTEE, its successors and assigns; and that GRANTORS will WARRANT and DEFEND the aforementioned premises to the said GRANTEE, its successors and assigns, forever, against the lawful claims and demands of all persons.

IN WITNESS WHEREOF, JESSE W. HEMPERLEY and CATHERINE G. HEMPERLEY have hereunto set their hands on this the 25th day of May, 1990.

Jesse W. Hemperley
Jesse W. Hemperley

Catherine G. Hemperley
Catherine G. Hemperley

STATE OF ALABAMA }
COUNTY OF MONTGOMERY }

I, the undersigned authority, a Notary Public in and for said State at Large, hereby certify that JESSE W. HEMPERLEY and CATHERINE G. HEMPERLEY, whose names are signed to the foregoing instrument, and who are known to me, acknowledged before me on this day that, being informed of the contents of this instrument they executed the same voluntarily, on the day same bears date.

Given under my hand and official seal this the 25th day of May, 1990.

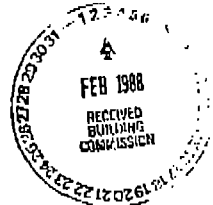
[Signature]
Notary Public

My Commission Expires:
10-17-90

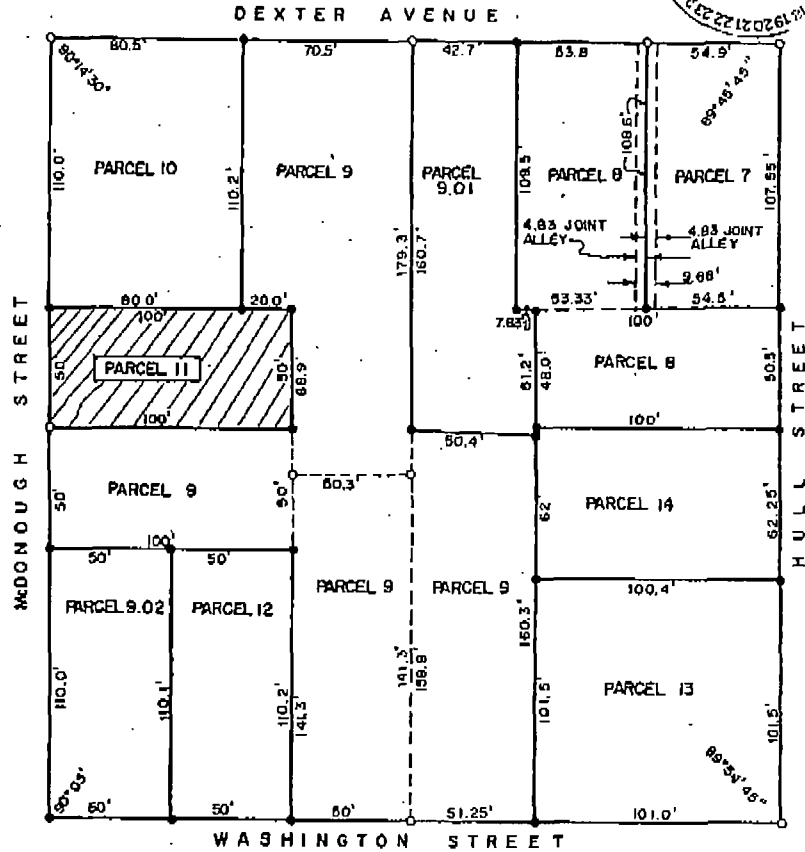
(SEAL)

THIS INSTRUMENT WAS PREPARED BY and, upon recording, should be returned to:

J. Fairley McDonald, III
COPELAND, FRANCO, SCREWS
& GILL, P.A.
Post Office Box 147
Montgomery, Alabama 36101-0347
(205) 834-1180



SCALE: 1" = 50'



102
103
1002
5
1252

STATE OF ALA.
MONTGOMERY CO.
I CERTIFY THIS INSTRUMENT
WAS FILED IN

MAY 30 4 36 PM '90

JUDGE OF PROBATE

LEGEND
◆ IRON PIN FOUND
○ IRON PIN SET

01	INDEX	1.00
02	REC FE	1.00
02	REC FE	10.00
04	DEB TX	0.50
TOTAL		
05-30-90	236704	

12.50

EXHIBIT

A

Deed from Jesso W. and Catherine G. Hemperley
to Alabama Judicial Building Authority

STATE OF ALABAMA
 COUNTY OF MONTGOMERY

QUIT CLAIM DEED

KNOW ALL MEN BY THESE PRESENTS:

That, for and in consideration of Ten and No/100 dollars [\$10.00] and for other valuable considerations to the undersigned BLUEPRINT SERVICE, INC., an Alabama corporation [referred to herein as "GRANTOR"], in hand paid by the GRANTEE herein, the receipt and sufficiency of which are hereby acknowledged by GRANTOR, the said GRANTOR does by these presents REMISE, RELEASE, QUIT-CLAIM, and CONVEY unto the ALABAMA JUDICIAL BUILDING AUTHORITY [referred to herein as "GRANTEE"], a public corporation duly organized and validly existing under the authority of Act No. 86-420 of the Legislature of the State of Alabama [said Act being codified as §§41-10-260 et seq., Code of Alabama 1975], its successors and assigns, all of GRANTOR'S right, title, interest and claim in or to the following described real property, together with any and all improvements located thereon, situated in the County of Montgomery and State of Alabama, said property being commonly known as 15 South McDonough Street and being designated as parcel 11 according to the block survey attached hereto as exhibit "A," and being further described as follows, to wit:

Lot Number 7 on the east side of McDonough Street, fronting 50 feet on said street and running back of even width 100 feet, in that part of the City of Montgomery formerly called "New Philadelphia."

Being the same parcel or tract of real property described as follows according to that certain survey, dated February 2, 1988, by Douglas O. Sheehan, Alabama Registered Land Surveyor Number 3595, to-wit:

Commence at the southeast corner of McDonough Street and Dexter Avenue; thence run southerly along the east side of McDonough Street 110.0 feet to the point of beginning; thence from the point of beginning run easterly 100.0 feet; thence run southerly 50.0 feet; thence run westerly 100.0 feet to a point on the

east side of McDonough Street; thence run northerly along the east side of McDonough Street 50.0 feet to the point of beginning. The said described property being Lot 7 on the east side of McDonough Street in that part of the City of Montgomery, Alabama, known and designated as "New Philadelphia" and containing 5,000 square feet.

It is the intent of the GRANTOR herein to convey to GRANTEE, its successors and assigns, any and all real property it owns within that certain block in the City of Montgomery, Alabama, bounded on the north by Dexter Avenue, on the east by South Hull Street, on the south by Washington Avenue [Street], and on the west by South McDonough Street, whether the same is correctly described herein or not.

The foregoing described real property is conveyed by GRANTOR to GRANTEE for the use and benefit of the State of Alabama for public use as the site of a new State judicial facility, as defined in and authorized and contemplated by Act No. 86-420 of the Legislature of the State of Alabama [said act being codified as §§41-10-260 et seq., Code of Alabama 1975], and this conveyance is made to GRANTEE, a public corporation organized pursuant to said Act No. 86-420, for the purposes and to the ends contemplated by said Act No. 86-420.

This conveyance is made by GRANTOR in full settlement of those certain proceedings pursuant to the Alabama Eminent Domain Code of 1986, §§18-1A-1 et seq., Code of Alabama 1975, styled State of Alabama, etc., v. Jesse W. Hemperley, et al., No. 23754, pending as of the date hereof in the Probate Court for Montgomery County, Alabama. The consideration for this conveyance paid by GRANTEE to GRANTOR is in lieu of and to the exclusion of such award of compensation as may have been made to GRANTOR in those certain proceedings under the Alabama Eminent Domain Code of 1986, §§18-1A-1 et seq., Code of Alabama 1975, styled State of Alabama, etc., v. Jesse W. Hemperley, et al., No. 23754, pending in the Probate Court for Montgomery County, Alabama.

For notice purposes, the address of GRANTEE is in care of the State Finance Department of the State of Alabama, Office of the Director, Alabama Statehouse, 11 South Union Street, Montgomery, Alabama 36130.

Reference is made to §20 of Act No. 86-420, codified as §41-10-279, Code of

Alabama 1975, which states as follows, to-wit:

"§41-10-279. Exemption from taxation.

The properties of the authority and the income therefrom, all lease agreements made by the authority, all bonds issued by the authority and the income therefrom and all lien notices, mortgages, assignments and financing statements filed with respect thereto shall be forever exempt from any and all taxation in the state."

TO HAVE TO HOLD the aforegranted premises to the said GRANTEE, its successors and assigns, FOREVER.

IN WITNESS WHEREOF, BLUEPRINT SERVICE, INC., an Alabama corporation, has caused this instrument to be executed in its behalf by Jesse W. Hemperley, its president, and to be attested by Catherine G. Hemperley, its secretary, on this the 25th day of May, of 1990.

BLUEPRINT SERVICE, INC., a Alabama corporation

By: Jesse W. Hemperley, its President


ATTEST:

By: Catherine G. Hemperley, its Secretary (SEAL)

STATE OF ALABAMA) COUNTY OF MONTGOMERY)

I, the undersigned authority, a Notary Public in and for said State at [blank] here, hereby certify that Jesse W. Hemperley and Catherine G. Hemperley whose names as president and secretary, of BLUEPRINT SERVICE, INC., a Alabama corporation, are signed to the foregoing instrument, and who are known to me, acknowledged before me on this day that, being informed of the contents of this instrument, they, as such officers and with full authority, executed the same voluntarily for and as the act of said corporation.

Given under my hand and official seal this the 25th
day of May, 1990.



Notary Public

My Commission Expires:

10-17-90
(SEAL)

THIS INSTRUMENT WAS PREPARED BY and, upon recording, should
be returned to:

J. Fairley McDonald, III
COPELAND, FRANCO, SCREWS
& GILL, P.A.
Post Office Box 347
Montgomery, Alabama 36101-0347
(205) 634-1180

STATE OF ALABAMA
COUNTY OF MONTGOMERY

QUIT CLAIM DEED

KNOW ALL MEN BY THESE PRESENTS:

That, for and in consideration of Ten and No/100 dollars (\$10.00) and for other valuable considerations to the undersigned WILL H. BRUCE, JR., individually and doing business as MORTGAGE PLUS [referred to herein as "GRANTOR"], in hand paid by the GRANTEE herein, the receipt and sufficiency of which are hereby acknowledged by GRANTOR, the said GRANTOR does by these presents REMISE, RELEASE, QUIT-CLAIM, and CONVEY unto the ALABAMA JUDICIAL BUILDING AUTHORITY [referred to herein as "GRANTEE"], a public corporation duly organized and validly existing under the authority of Act No.86-420 of the Legislature of the State of Alabama [said Act being codified as §§41-10-260 et seq., Code of Alabama 1975], its successors and assigns, all of GRANTOR'S right, title, interest and claim in or to the following described real property, together with any and all improvements located thereon, situated in the County of Montgomery and State of Alabama, said property being commonly known as 24 and 28 South Hull Street and being designated as parcel 14 according to the block survey attached hereto as exhibit "A," and being further described as follows, to wit:

Commencing at a point on the west side of Hull Street 102 feet north of Washington Avenue; thence north along the west side of Hull Street 62.3 feet to the north face of a brick wall; thence westerly along said brick wall 100 feet to the west face of another brick wall; thence south along said wall 60.5 feet; thence east 100.7 feet to the point of beginning.

Being the same parcel or tract of real property described as follows according to that certain survey, dated February 2, 1988, by Douglas O. Sheehan, Alabama Registered Land Surveyor Number 3595, to-wit:

Commence at the northwest corner of Washington and Hull Streets; thence run northerly along the west side of Hull Street 101.5 feet to the point of beginning; thence from the point of

beginning run westerly 100.4 feet; thence northerly 62.0 feet; thence easterly 100.0 feet to a point on the west side of Hull Street; thence run southerly along the west side of Hull Street 62.25 feet to the point of beginning. The said described property lying and being situated on the west side of Hull Street between Washington Street and Dexter Avenue in that part of the City of Montgomery, Alabama, known and designated as "New Philadelphia" and containing 6,224.9 square feet.

The above described property is not the homestead of GRANTOR.

It is the intent of the GRANTOR herein to convey to GRANTEE, its successors and assigns, any and all real property he owns within that certain block in the City of Montgomery, Alabama, bounded on the north by Dexter Avenue, on the east by South Hull Street, on the south by Washington Avenue [Street], and on the west by South McDonough Street, whether the same is correctly described herein or not.

The foregoing described real property is conveyed by GRANTOR to GRANTEE for the use and benefit of the State of Alabama for public use as the site of a new State judicial facility, as defined in and authorized and contemplated by Act No. 86-420 of the Legislature of the State of Alabama (said act being codified as §§41-10-260 et seq., Code of Alabama 1975), and this conveyance is made to GRANTEE, a public corporation organized pursuant to said Act No. 86-420, for the purposes and to the ends contemplated by said Act No. 86-420.

This conveyance is made by GRANTOR in full settlement of those certain proceedings pursuant to the Alabama Eminent Domain Code of 1986, §§18-1A-1 et seq., Code of Alabama 1975, styled State of Alabama, etc., v. Jesse W. Hemperley, et al., No. 23754, pending as of the date hereof in the Probate Court for Montgomery County, Alabama. The consideration for this conveyance paid by GRANTEE to GRANTOR is in lieu of and to the exclusion of such award of compensation as may have been made to GRANTOR in those certain proceedings under the Alabama Eminent Domain Code of 1986, §§18-1A-1 et seq., Code of Alabama 1975, styled State of Alabama, etc., v. Jesse W. Hemperley, et al., No. 23754, pending in the Probate Court for Montgomery County, Alabama.

For notice purposes, the address of GRANTEE is in care of the State Finance Department of the State of Alabama, Office of the Director, Alabama

Statehouse, 11 South Union Street,
Montgomery, Alabama 36130.

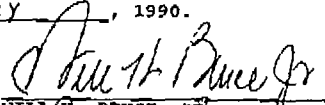
Reference is made to §20 of Act No. 86-
420, codified as §41-10-279, Code of
Alabama 1975, which states as follows,
to-wit:

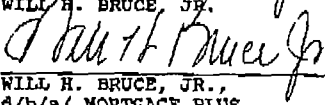
"§41-10-279. Exemption from taxation.

The properties of the authority and the
income therefrom, all lease agreements
made by the authority, all bonds issued
by the authority and the income therefrom
and all lien notices, mortgages,
assignments and financing statements
filed with respect thereto shall be
forever exempt from any and all taxation
in the state."

TO HAVE TO HOLD the aforegranted premises to the said
GRANTEE, its successors and assigns, FOREVER.

IN WITNESS WHEREOF, WILL H. BRUCE, JR., individually
and doing business as MORTGAGE PLUS has hereunto set his hand
on this the 31st day of MAY, 1990.



WILL H. BRUCE, JR.


WILL H. BRUCE, JR.,
d/b/a/ MORTGAGE PLUS

STATE OF ALABAMA)
COUNTY OF MONTGOMERY)

I, the undersigned authority, a Notary Public in and for
said State of Large, hereby certify that
WILL H. BRUCE, JR., individually and doing business as
MORTGAGE PLUS whose name 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 this
instrument, he executed the same voluntarily on the day same
bears date.

Given under my hand and official seal this the 1st day
of June, 1990.

Susan R. Roman
Notary Public

My Commission Expires:

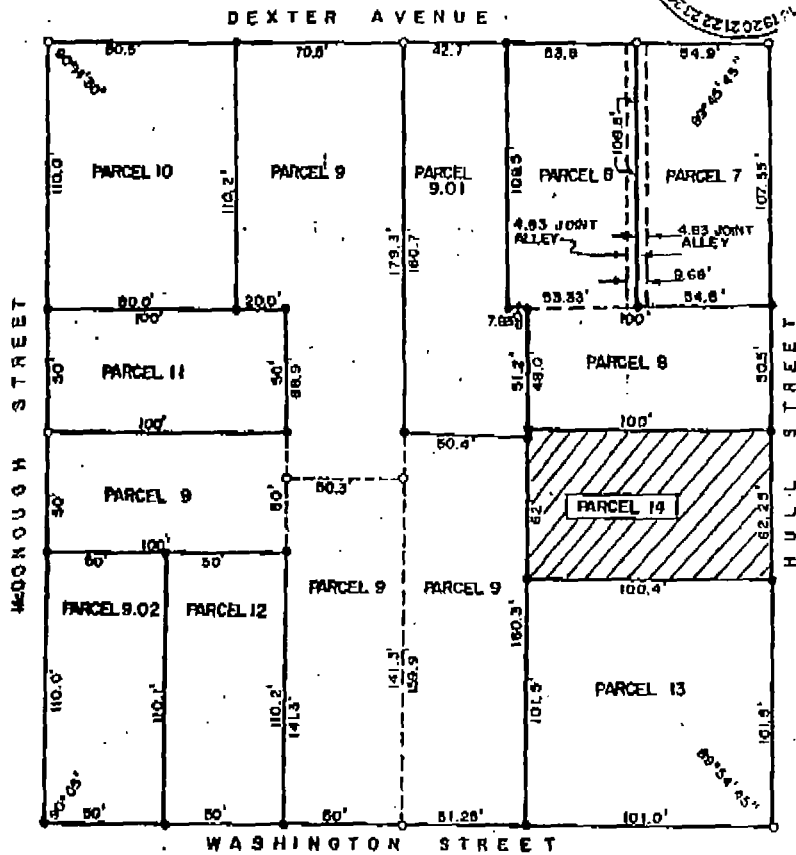
4-27-91
(SEAL)

THIS INSTRUMENT WAS PREPARED BY and, upon recording, should
be returned to:

Dr. Fairley McDonald, III
COPELAND, FRANCO, SCREWS
& GILL, P.A.
Post Office Box 347
Montgomery, Alabama 36101-0347
(205) 834-1180



SCALE: 1" = 80'



LEGEND
 ● IRON PIN FOUND
 ○ IRON PIN SET

Handwritten:
 14.50
 12.50
 14.50

STATE OF ALA.
 MONTGOMERY CO.
 I CERTIFY THIS INSTRUMENT
 WAS FILED ON

JUN 5 4 46 PM '90

JUDGE OF PROBATE

01.	INDEX	1.00
02.	REC FE	1.00
02.	REC FE	12.50
	TOTAL	14.50

06-05-90 237795

14.50

NOT RECORDED

EXHIBIT

A

STATE OF ALABAMA)
)
COUNTY OF MONTGOMERY)

WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS:

That, for and in consideration of One Hundred and NO/100 Dollars (\$100.00) and for other valuable considerations to the undersigned J. PAUL LOWERY, also known as JAMES PAUL LOWERY, a single person [referred to herein as "GRANTOR"], in hand paid by the GRANTEE herein, the receipt and sufficiency of which are hereby acknowledged by GRANTOR, the said GRANTOR does by these presents GRANT, BARGAIN, SELL and CONVEY unto the ALABAMA JUDICIAL BUILDING AUTHORITY [referred to herein as "GRANTEE"], a public corporation duly organized and validly existing under the authority of Act No. 86-420 of the Legislature of the State of Alabama [said Act being codified as §§41-10-260 et seq., Code of Alabama 1975], its successors and assigns, the following described real property, together with any and all improvements located thereon, situated in the County of Montgomery and State of Alabama, said property being commonly known as 24 and 28 South Hull Street and being designated as Parcel 14 according to the block survey attached hereto as Exhibit "A," and being further described as follows, to-wit:

Commencing at a point on the west side of Hull Street 102 feet north of Washington Avenue; thence north along the west side of Hull Street 62.3 feet to the north face of a brick wall; thence westerly along said brick wall 100 feet to the west face of another brick wall; thence south along said wall 60.5 feet; thence east 100.7 feet to the point of beginning.

Being the same parcel or tract of real property described as follows according to that certain survey, dated February 2, 1968, by Douglas O. Sheehan, Alabama Registered Land Surveyor Number 3595, to-wit:

Commence at the northwest corner of Washington and Hull Streets; thence run northerly along the west side of Hull Street 101.5 feet to the point of beginning; thence from the point of beginning run westerly 100.4 feet; thence northerly 62.0 feet; thence easterly 100.0 feet to a point on the west side of Hull Street; thence run southerly along the west side of Hull Street 62.25 feet to the point of beginning. The said described property lying and being situated on the west side of Hull Street

between Washington Street and Dexter Avenue in that part of the City of Montgomery, Alabama, known and designated as "New Philadelphia" and containing 6,224.9 square feet.

The above described property is not the homestead of GRANTOR.

It is the intent of the GRANTOR herein to convey to GRANTEE, its successors and assigns, any and all real property he owns within that certain block in the City of Montgomery, Alabama, bounded on the north by Dexter Avenue, on the east by South Hull Street, on the south by Washington Avenue [Street], and on the west by South McDonough Street, whether the same is correctly described herein or not.

The foregoing described real property is conveyed by GRANTOR to GRANTEE for the use and benefit of the State of Alabama for public use as the site of a new State judicial facility, as defined in and authorized and contemplated by Act No. 86-420 of the Legislature of the State of Alabama [said act being codified as §§41-10-260 et seq., Code of Alabama 1975], and this conveyance is made to GRANTEE, a public corporation organized pursuant to said Act No. 86-420, for the purposes and to the ends contemplated by said Act No. 86-420.

This conveyance is made by GRANTOR in full settlement of those certain proceedings pursuant to the Alabama Eminent Domain Code of 1986, §§18-1A-1 et seq., Code of Alabama 1975, styled State of Alabama, etc., v. Jesse W. Hemperley, et al., No. 23754, pending as of the date hereof in the Probate Court for Montgomery County, Alabama. The consideration for this conveyance paid by GRANTEE to GRANTOR is in lieu of and to the exclusion of such award of compensation as may have been made to GRANTOR in those certain proceedings under the Alabama Eminent Domain Code of 1986, §§18-1A-1 et seq., Code of Alabama 1975, styled State of Alabama, etc., v. Jesse W. Hemperley, et al., No. 23754, pending in the Probate Court for Montgomery County, Alabama.

For notice purposes, the address of GRANTEE is in care of the State Finance Department of the State of Alabama, Office of the Director, Alabama Statehouse, 11 South Union Street, Montgomery, Alabama 36130.

Reference is made to §20 of Act No. 86-420, codified as §41-10-279, Code of Alabama 1975, which states as follows, to-wit:


"§41-10-279. Exemption from taxation.

The properties of the authority and the income therefrom, all lease agreements made by the authority, all bonds issued by the authority and the income therefrom and all lien notices, mortgages, assignments and financing statements filed with respect thereto shall be forever exempt from any and all taxation in the state."

TO HAVE AND TO HOLD the aforegranted premises to the said GRANTEE, its successors and assigns, FOREVER.

AND, GRANTOR does covenant with the said GRANTEE, its successors and assigns, that he is lawfully seized in fee simple of the aforementioned premises; that they are free from all encumbrances; that GRANTOR has a good right to sell and convey the same to the GRANTEE, its successors and assigns; and that GRANTOR will WARRANT and DEFEND the aforementioned premises to the said GRANTEE, its successors and assigns, forever, against the lawful claims and demands of all persons.


IN WITNESS WHEREOF, J. PAUL LOWERY, also known as JAMES PAUL LOWERY, has hereunto set his hand on this the 31st day of May, 1990.


J. Paul Lowery a/k/a James Paul Lowery

STATE OF ALABAMA)
COUNTY OF MONTGOMERY)

I, the undersigned authority, a Notary Public in and for said State at Large, hereby certify that J. PAUL LOWERY, also known as JAMES PAUL LOWERY, whose name 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 this instrument he executed the same voluntarily, on the day same bears date.

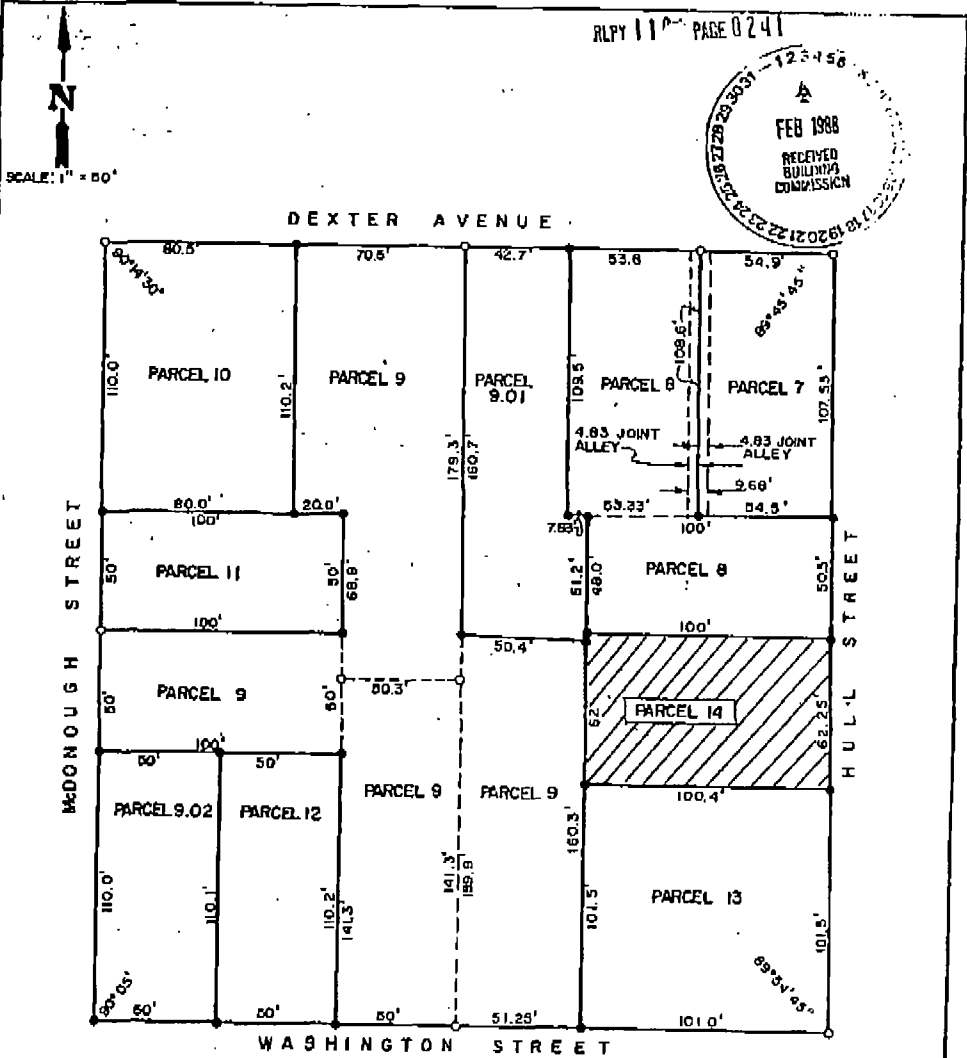
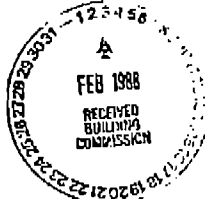
Given under my hand and official seal this the 31st day of May, 1990.


Notary Public

My Commission Expires:
December 1992
(SEAL)

THIS INSTRUMENT WAS PREPARED BY and, upon recording, should be returned to:

J. Fairley McDonald, III
COPELAND, FRANCO, SCREWS
& GILL, P.A.
Post Office Box 347
Montgomery, Alabama 36101-0347
(205) 834-1180



1.00
10.00
12.00

NC TAX COLLECTED

LEGEND

- IRON PIN FOUND
- IRON PIN SET

01	INDEX	1.00
02	REC FE	1.00
02	REC FE	10.00
TOTAL		12.00

06-05-90 237794

STATE OF ALA.
MONTGOMERY CO.
I CERTIFY THIS INSTRUMENT
WAS FILED ON

JUN 5 4 46 PM '90

Richard L. Smith
JUDGE OF PROBATE

EXHIBIT

A

Deed from J. Paul Lowery to
Alabama Judicial Building Authority

#500.00

①

MPY 1046 PINE 0670

STATE OF ALABAMA)
COUNTY OF MONTGOMERY)

CORPORATION WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS:

That, for and in consideration of One Hundred and NO/100 Dollars [\$100.00] and for other valuable considerations to the undersigned DEPARTMENT OF ALABAMA, VETERANS OF FOREIGN WARS OF THE UNITED STATES, INC., a corporation [referred to herein as "GRANTOR"], in hand paid by the GRANTEE herein, the receipt and sufficiency of which are hereby acknowledged by GRANTOR, the said GRANTOR does by these presents GRANT, BARGAIN, SELL and CONVEY unto the ALABAMA JUDICIAL BUILDING AUTHORITY [referred to herein as "GRANTEE"], a public corporation duly organized and validly existing under the authority of Act No. 86-420 of the Legislature of the State of Alabama [said Act being codified as §§41-10-260 et seq., Code of Alabama 1975], its successors and assigns, the following described real property, together with any and all improvements located thereon, situated in the County of Montgomery and State of Alabama, said property being commonly known as 304 Dexter Avenue and being designated as Parcel 10 according to the block survey attached hereto as Exhibit "A," and being further described as follows, to-wit:

Beginning at the Southeast corner of Dexter Avenue (formerly Market Street) and South McDonough Street, and running East along the Southerly line of Dexter Avenue 80 feet, then South and parallel with the Easterly line of McDonough Street 110 feet, then West parallel with the Southerly line of Dexter Avenue 80 feet, thence North along the Easterly line of McDonough Street 110 feet to the point of beginning. Being Lot number 21 and the Westerly 30 feet of Lot number 22 on the south side of Dexter Avenue in that part of the City of Montgomery formerly called "New Philadelphia".

The foregoing parcel being the same parcel of real property also described as follows according to that certain survey made and prepared on or about February 2, 1988, by Douglas O. Sheehan, Alabama Registered Land Surveyor No. 3595, of Professional Engineering Consultants, Inc., Montgomery, Alabama, to-wit:

Begin at the southeast corner of Dexter Avenue and McDonough Street; thence run easterly along the south side of Dexter Avenue 80.5 feet; then

run southerly 110.2 feet; thence run westerly 80.0 feet to a point on the east side of McDonough Street; thence run northerly along the east side of McDonough Street 110.0 feet to the point of beginning. The said described property being lot 21 and the westerly 30 feet of lot 22 on the south side of Dexter Avenue in that part of the City of Montgomery, Alabama, known and designated as "New Philadelphia" and containing 8,835.5 square feet.

It is the intent of the GRANTOR herein to convey to GRANTEE, its successors and assigns, any and all real property it owns within that certain block in the City of Montgomery, Alabama, bounded on the north by Dexter Avenue, on the east by South Hull Street, on the south by Washington Avenue [Street], and on the west by South McDonough Street, whether the same is correctly described herein or not.

The foregoing described real property is conveyed by GRANTOR to GRANTEE for the use and benefit of the State of Alabama for public use as the site of a new State judicial facility, as defined in and authorized and contemplated by Act No. 86-420 of the Legislature of the State of Alabama [said act being codified as §§41-10-260 et seq., Code of Alabama 1975], and this conveyance is made to GRANTEE, a public corporation organized pursuant to said Act No. 86-420, for the purposes and to the ends contemplated by said Act No. 86-420.

This conveyance is made by GRANTOR in lieu of and to avoid the commencement by GRANTEE of such proceedings pursuant to the Alabama Eminent Domain Code of 1986, §§18-1A-1 et seq., Code of Alabama 1975, as would result in an order and judgment that the real property described herein be condemned to and/or acquired by GRANTEE through eminent domain for the public use(s) stated and described in 1986 Ala. Act No. 86-420, and the consideration for this conveyance paid by GRANTEE to GRANTOR is in lieu of and to the exclusion of such award of compensation as may have been made to GRANTOR in proceedings under the Alabama Eminent Domain Code of 1986, §§18-1A-1 et seq., Code of Alabama 1975.

For notice purposes, the address of GRANTEE is in care of the State Finance Department of the State of Alabama, Office of the Director, Alabama Statehouse, 11 South Union Street, Montgomery, Alabama 36130.

Reference is made to §20 of Act No. 86-420, codified as §41-10-279, Code of Alabama 1975, which states as follows, to-wit:

"§41-10-279. Exemption from taxation.

The properties of the authority and the income therefrom, all lease agreements made by the authority, all bonds issued by the authority and the income therefrom and all lien notices, mortgages, assignments and financing statements filed with respect thereto shall be forever exempt from any and all taxation in the state."

TO HAVE AND TO HOLD the aforegranted premises to the said GRANTEE, its successors and assigns, FOREVER.

AND, GRANTOR does covenant with the said GRANTEE, its successors and assigns, that it is lawfully seized in fee simple of the aforementioned premises; that they are free from all encumbrances; that GRANTOR has a good right to sell and convey the same to the GRANTEE, its successors and assigns; and that GRANTOR will WARRANT and DEFEND the aforementioned premises to the said GRANTEE, its successors and assigns, forever, against the lawful claims and demands of all persons.

IN WITNESS WHEREOF, the DEPARTMENT OF ALABAMA, VETERANS OF FOREIGN WARS OF THE UNITED STATES, INC., a corporation, has caused this instrument to be executed in its behalf by TRAVIS W. LEDBETTER, its Commander, and to be attested by GORDON R. SHEWMAKE, its Adjutant-Quartermaster, on this the 22nd day of July, 1989.

DEPARTMENT OF ALABAMA, VETERANS OF FOREIGN WARS OF THE UNITED STATES, INC., a corporation

By: Travis W. Ledbetter
Its: Commander

ATTEST:

Gordon R. Shewmake
Its: Adjutant-Quartermaster

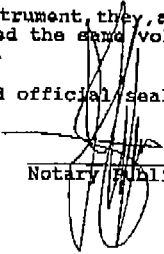
(SEAL)

STATE OF ALABAMA)
)
COUNTY OF MONTGOMERY)

I, the undersigned authority, a Notary Public in and for said State at Large, hereby certify that Travis W. Ledbetter and Gordon R. Shewmake whose names as Commander and Adjutant-Quartermaster of the DEPARTMENT OF ALABAMA, VETERANS OF FOREIGN WARS OF THE UNITED STATES, INC., a corporation, are signed to the foregoing instrument, and who are known to me, acknowledged before me on this day that, being informed

of the contents of this instrument, they, as such officers and with full authority, executed the same voluntarily for and as the act of said corporation.

Given under my hand and official seal this the 22nd day of July, 1989.


ALABAMA STATE AT LARGE
Notary Public

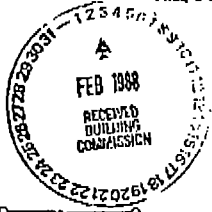
My Commission Expires:
December 30, 1989

(SEAL)

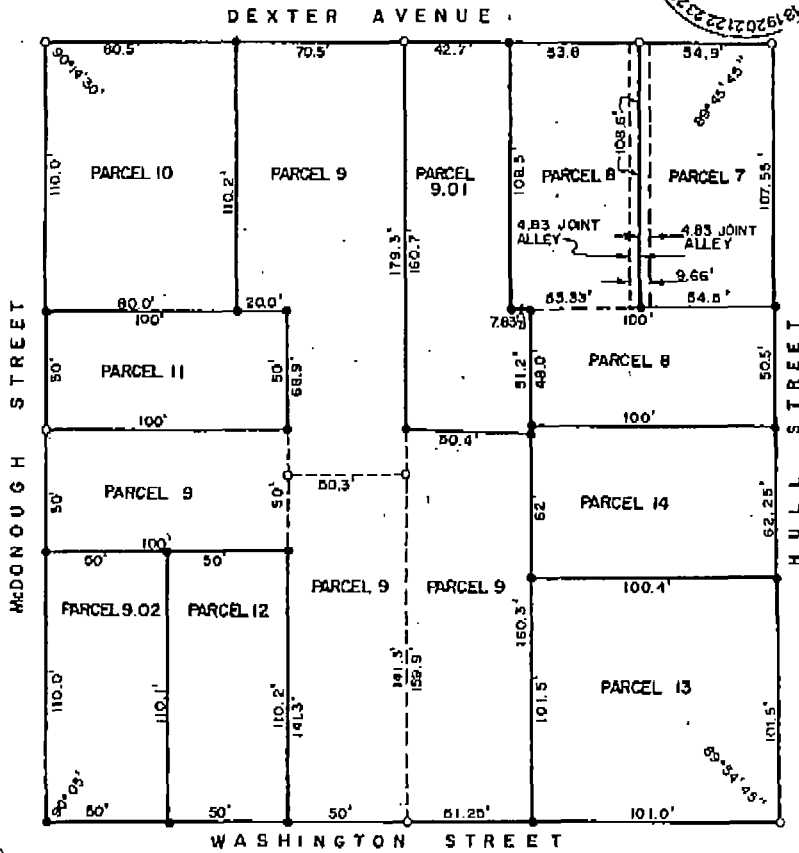


THIS INSTRUMENT WAS PREPARED BY and, upon recording, should be returned to:

J. Fairley McDonald, III
COPELAND, FRANCO, SCREWS
& GILL, P.A.
Post Office Box 347
Montgomery, Alabama 36101-0347
(205) 834-1180



SCALE: 1" = 50'



1.00
1.00
13.50
3.00
1.00

NO TAX COLLECTED
BLOCK SURVEY

MONTGOMERY, ALABAMA
FEB. 1, 1988
Prepared by:
PROFESSIONAL ENGINEERING
CONSULTANTS
822 S. McDONOUGH ST.
MONTGOMERY, ALABAMA
36104

LEGEND
● IRON PIN FOUND
○ IRON PIN SET

01	INDEX	1.00
02	REC FE	1.00
02	REC FE	12.50
04	DEO TX	0.50
TOTAL		15.00
08-27-89 184842		14.00

STATE OF ALA.
MONTGOMERY CO.
I CERTIFY THIS INSTRUMENT
WAS FILED ON

Aug 29 4 37 PM '89

[Signature]
JUDGE OF PROBATE

EXHIBIT "A" TO DEED FROM DEPARTMENT OF
ALABAMA, VETERANS OF FOREIGN WARS OF THE
UNITED STATES, INC., TO ALABAMA JUDICIAL
BUILDING AUTHORITY

STATE OF ALABAMA)
COUNTY OF MONTGOMERY)

3/3

WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS:

That, for and in consideration of One Hundred and NO/100 Dollars [\$100.00] and for other valuable considerations to the undersigned ALABAMA BUILDING COMMISSION, also known and designated as the STATE BUILDING COMMISSION OF THE STATE OF ALABAMA, an agency of the State of Alabama [referred to herein as "GRANTOR"], in hand paid by the GRANTEE herein, the receipt and sufficiency of which are hereby acknowledged by GRANTOR, the said GRANTOR does by these presents GRANT, BARGAIN, SELL and CONVEY unto the ALABAMA JUDICIAL BUILDING AUTHORITY [referred to herein as "GRANTEE"], a public corporation duly organized and validly existing under the authority of Act No. 86-420 of the Legislature of the State of Alabama [said Act being codified as §41-10-260 et seq., Code of Alabama 1975], its successors and assigns, the following described real property, together with any and all improvements located thereon [except as herein provided], situated in the County of Montgomery and State of Alabama, said property being designated by parcel number according to the block survey attached hereto as Exhibit "A," to-wit:

Parcel 9.01

A certain parcel of real property, together with the improvements thereon, commonly known as 328 Dexter Avenue in the City and County of Montgomery, being described as follows:

Beginning on the South side of Dexter Avenue at a point 108 feet 8 inches West of the intersection of Hull Street and the South line of Dexter Avenue as now located by the sidewalk pavements, said point of beginning being at the dividing line between the double walls of store nos. 312 and 314, thence West along the South side of Dexter Avenue 42 feet 2 inches to the Northwest corner of Lot 24, thence South along the West line of said Lot 24 159 feet to the Southwest corner of said Lot 24, thence East and parallel to Dexter Avenue 50 feet to the Southeast corner of said Lot 24, thence North along the East line of the said Lot 24, 49 feet, more or less, to the Southwest corner of Lot 25, thence West 7 feet 10 inches to the prolongation of the

line between the walls of said store nos. 312 and 314, thence North along said prolongation and along the line between said walls 110 feet to the point of beginning, being known as No. 310 and No. 312 Dexter Avenue, and being a part of Lot 24 on the South side of Dexter Avenue, in that part of the City of Montgomery formerly called "New Philadelphia." Said property being commonly known as 328 Dexter Avenue.

The foregoing parcel being the same parcel of real property also described as follows according to that certain survey made and prepared on or about February 2, 1988, by Douglas O. Sheehan, Alabama Registered Land Surveyor No. 3595, of Professional Engineering Consultants, Inc., Montgomery, Alabama, to-wit:

Commence at the southwest corner of Dexter Avenue and Hull Street; thence run westerly 108.7 feet along the south side of Dexter Avenue to the point of beginning; thence from the point of beginning run southerly 109.5 feet; thence run easterly 7.63 feet to a point 100.0 feet west of Hull Street; thence run southerly and parallel to Hull Street 51.2 feet to the southeast corner of Lot 24; thence run westerly along the south line of Lot 24, a distance of 50.4 feet; thence run northerly 160.7 feet to a point on the south side of Dexter Avenue; thence run easterly and along the south side of Dexter Avenue 42.7 feet to the point of beginning. The said described property being part of Lot 24 on the south side of Dexter Avenue in that part of the City of Montgomery, Alabama, known and designated as "New Philadelphia" and containing 7,285.0 square feet.

TOGETHER WITH:

Parcel 9-02

A certain parcel of real property, together with certain improvements thereon [excepting, however, such improvements as are stipulated in that certain occupancy agreement, dated April 15, 1988, by and between the State Building Commission of the State of Alabama and State Abstract & Title Company, Inc.], commonly known as 303 Washington Avenue in the City and County of Montgomery, being described as follows, to-wit:

Lot Number twenty-one (21) on the North side of Washington Street, in that part of the City of Montgomery, Alabama, formerly known and designated as "New Philadelphia," said lot being located on the northeast corner of Washington and McDonough Streets, fronting fifty (50) feet on the North side of Washington Street, and running back of even width along the east side of McDonough Street one hundred ten (110) feet.

The foregoing parcel being the same parcel of real property also described as follows according to that certain survey made and prepared on or about February 2, 1984, by Douglas O. Sheehan, Alabama Registered Land Surveyor No. 3595, of Professional Engineering Consultants, Inc., Montgomery, Alabama, to-wit:

Begin at the northeast corner of Washington and McDonough Streets; thence run northerly along the east side of McDonough Street 110.0 feet; thence run easterly 50.0 feet; thence run southerly and parallel to McDonough Street 110.1 feet to a point on the north side of Washington Street; thence run westerly along the north side of Washington Street 50.0 feet to the point of beginning. The said described property being Lot 21 on the north side of Washington Street in that part of the City of Montgomery, Alabama, known and designated as "New Philadelphia," and containing 5,502.5 square feet.

TOGETHER WITH:

Parcel 12

A certain parcel of real property, together with any and all improvements thereon, commonly known as 311-317 Washington Avenue in the City and County of Montgomery, being described as follows, to-wit:

Lot number Twenty-Two (22) on the North side of Washington Street in that part of the city of Montgomery, Alabama, formerly known and designated as "New Philadelphia," said lot fronting fifty (50) feet on the north side of Washington Street and running back north of even width one hundred ten (110) feet; said property being further known and described as Street Number 311-317 Washington Street.

The foregoing parcel being the same parcel of real property also described as follows according to that certain survey made and prepared on or about February 2, 1988, by Douglas O. Sheehan, Alabama Registered Land Surveyor No. 3595, of Professional Engineering Consultants, Inc., Montgomery, Alabama, to-wit:

Begin at a point on the north side of Washington Street 50.0 feet east of McDonough Street; thence run northerly and parallel to McDonough Street 110.1 feet; thence run easterly 50.0 feet; thence run southerly and parallel to McDonough Street 110.2 feet to a point on the north side of Washington Street; thence run westerly along the north side of Washington Street 50.0 feet to the point of beginning. The said described property being lot 22 on the north side of Washington Street in that part of the City of Montgomery, Alabama, known and designated as "New Philadelphia," and containing 5,507.5 square feet.

TOGETHER WITH:

Parcel 9

Four (4) parcels of real property, together with any improvements thereon, in the City and County of Montgomery, being described as follows, to-wit:

Beginning at a point on the south side of Dexter Avenue 80.3 feet east of McDonough Street; thence south a distance of 110.0 feet to a point 79.3 feet east of McDonough Street; thence east and parallel

with Dexter Avenue a distance of 20.0 feet; thence south 68.9 feet; thence east a distance of 51.0 feet; thence north 178.2 feet to the south side of Dexter Avenue; thence west along Dexter Avenue a distance of 70.2 feet to the point of beginning; being also described as Lot 23 on the South side of Dexter Avenue and the east 20 feet of Lot 22 on the South side of Dexter Avenue and the north 18.5 feet of Lot 23 on the North side of Washington Avenue, all in that part of the City of Montgomery, Alabama, formerly known as New Philadelphia, being the same identical property conveyed to E. Kyle Tucker by deed from Esten W. Rosa (formerly Esten W. Turner) and husband Frank Yates Rosa, dated October 15, 1970, and recorded in Real Property Book 102, page 756, in the Office of the Judge of Probate from Montgomery County, Alabama.

and also:

A certain lot of land known as No. 25 South McDonough Street, and being further described as follows: Lot Number Eight (8) on the East side of South McDonough Street in that part of the City of Montgomery formerly known as "New Philadelphia," said lot beginning on the east side of South McDonough Street 160 feet south of Dexter Avenue, running thence east 100 feet, more or less, thence south 50 feet, more or less, thence west along the north boundary line of Lot number Twenty-One (21) on the North side of Washington Avenue, 100 feet, more or less, to South McDonough Street, thence north along the east side of South McDonough Street to the point of beginning, being the same property conveyed by The First National Bank of Montgomery, as trustee, to E. K. Tucker, his heirs and assigns, by deed dated December 13, 1967, as recorded in Real Property Book 26, at page 689, in the Office of the Judge of Probate for Montgomery County, Alabama.

and also:

Lot number 23, on the North side of Washington Street in that part of the City of Montgomery formerly known and described as "New Philadelphia," being the same property which was conveyed by the State Land Commissioner of Alabama to E. K. Tucker by deed dated June 28, 1944, as recorded in the Deed Book 244, at page 539, in the Office of the Judge of Probate for Montgomery County, Alabama, and, further, being the subject of that certain deed, dated December 4, 1944, from the Most Reverend T. J. Toolen, Bishop of Mobile, a corporation sole, the Most Reverend T. J. Toolen, Bishop of Mobile, a corporation sole, as trustee for the use and benefit of St. Peter's Catholic Church of Montgomery, Alabama, and James B. Rogers, as pastor of St. Peter's Catholic Church of Montgomery, Alabama, to E. K. Tucker, as recorded in Deed Book 251, at page 307, in the Office of the Judge of Probate for Montgomery County, Alabama, and, further, being the subject of that certain deed, dated April 4, 1951, from George L. Pink, as guardian of the estate of Myra Hall, a non compos mentis, to E. K. Tucker, as recorded in Deed Book 333, at page 378, in the Office of the Judge of Probate for Montgomery County, Alabama.

and also:

Lot number Twenty-Four (24), on the North side of Washington Street, in that part of the City of Montgomery formerly known as "New Philadelphia," the said property fronting fifty (50) feet on the North side of said Washington Street, and running back one hundred sixty (160) feet, and being the same property conveyed by Dorothy White, a widow, to E. K. Tucker, his heirs and assigns, by warranty deed dated January 20, 1966, and recorded in Deed Book 604, at page 429, in the Office of the Judge of Probate for Montgomery County, Alabama.

The foregoing parcels being the same parcels of real property collectively described as follows according to that certain survey made and prepared on or about February 2, 1988, by Douglas O. Sheehan, Alabama Registered Land Surveyor No. 3595, of Professional Engineering Consultants, Inc., Montgomery, Alabama, to-wit:

Commence at the southeast corner of McDonough Street and Dexter Avenue; thence run easterly along the south side of Dexter Avenue 80.5 feet to the point of beginning; thence from the point of beginning continue easterly along the south side of Dexter Avenue 70.5 feet; thence run southerly 179.3 feet; thence run easterly 50.4 feet to a point 100.0 feet west of Hull Street; thence run southerly 160.3 feet to a point on the north side of Washington Street 101.0 feet west of Hull Street; thence run westerly along the north side of Washington Street 101.25 feet; thence run northerly and parallel to McDonough Street 110.2 feet; thence run westerly 100.0 feet to a point on the east side of McDonough Street 110.0 feet north of Washington Street; thence run northerly along the east side of McDonough Street 50.0 feet; thence run easterly 100.0 feet to a point 160.2 feet north of Washington Street; thence run northerly and parallel to McDonough Street 50.0 feet; thence run westerly 20.0 feet; thence northerly 110.2 feet to the point of beginning. The said described property being lot 23 in the east 20 feet of lot 22 on the south side of Dexter Avenue, lots 23 and 24 on the north side of Washington Street, and lot 8 on the east side of McDonough Street, all in that part of the City of Montgomery known and designated as "New Philadelphia," and containing 31,771.0 square feet.

It is the intent of the GRANTOR herein to convey to GRANTEE, its successors and assigns, any and all real property it owns within that certain block in the City of Montgomery, Alabama, bounded on the north by Dexter Avenue, on the east by South Hull Street, on the south by Washington Avenue [Street], and on the west by South McDonough Street, whether the same is correctly described herein or not.

All of the foregoing described real property was acquired by GRANTOR and legal title to said real property was placed in the name of GRANTOR for the use and benefit of the State of Alabama for public use as the site of a new State judicial facility, as defined in and authorized and contemplated by

Act No. 86-420 of the Legislature of the State of Alabama [said act being codified as §§41-10-260 et seq., Code of Alabama 1975], and this conveyance is made to GRANTEE, a public corporation organized pursuant to said Act No. 86-420, for the purposes and to the ends contemplated by said Act No. 86-420.

For notice purposes, the address of GRANTEE is in care of the State Finance Department of the State of Alabama, Office of the Director, Alabama Statehouse, 11 South Union Street, Montgomery, Alabama 36130.

Reference is made to §20 of Act No. 86-420, codified as §41-10-279, Code of Alabama 1975, which states as follows, to-wit:

"§41-10-279. Exemption from taxation.

The properties of the authority and the income therefrom, all lease agreements made by the authority, all bonds issued by the authority and the income therefrom and all lien notices, mortgages, assignments and financing statements filed with respect thereto shall be forever exempt from any and all taxation in the state."

TO HAVE AND TO HOLD the aforegranted premises to the said GRANTEE, its successors and assigns, FOREVER.

AND, to the extent permissible under the Constitution and laws of the State of Alabama, GRANTOR does covenant with the said GRANTEE, its successors and assigns, that it is lawfully seized in fee simple of the aforementioned premises; that they are free from all encumbrances; that GRANTOR has a good right to sell and convey the same to the GRANTEE, its successors and assigns; and that GRANTOR will WARRANT and DEFEND the aforementioned premises to the said GRANTEE, its successors and assigns, forever, against the lawful claims and demands of all persons.

IN WITNESS WHEREOF, the ALABAMA BUILDING COMMISSION, also known and designated as the STATE BUILDING COMMISSION OF THE STATE OF ALABAMA, an agency of the State of Alabama, has caused this instrument to be executed in its behalf by its Chairman, Guy Hunt, as Governor of the State of Alabama, and to be attested by its Secretary, Charles Rowe, as State Budget Officer of the Department of Finance of the State of Alabama, and further to be approved by Guy Hunt, as Governor of the State of Alabama, and to be attested by Glen Browder,

as Secretary of State of the State of Alabama, on this the
30th day of March, 1989.

ALABAMA BUILDING COMMISSION, an
agency of the State of Alabama

By: Guy Hunt
Guy Hunt, as Governor of
the State of Alabama
Its Chairman

ATTEST:

Charles Rowe
Charles Rowe, as State Budget Officer
Its Secretary

APPROVED BY:

Guy Hunt
Guy Hunt
Governor of the State of Alabama

ATTEST:

Glen Browder
Glen Browder
Secretary of State of the
State of Alabama



(SEAL)

STATE OF ALABAMA)
)
COUNTY OF MONTGOMERY)

I, the undersigned authority, a Notary Public in and for
said State at Large, hereby certify that GUY HUNT whose name
as GOVERNOR OF THE STATE OF ALABAMA AND CHAIRMAN OF THE
ALABAMA BUILDING COMMISSION, 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 this
instrument, he, as such officer and with full authority,
executed the same voluntarily for and as the act of said
Alabama Building Commission.

Given under my hand and official seal this the 30th day of March, 1989.

Kathy Faulk
Notary Public

My Commission Expires:

7/16/90

(SEAL)

STATE OF ALABAMA)
COUNTY OF MONTGOMERY)

I, the undersigned authority, a Notary Public in and for said State at Large, hereby certify that CHARLES ROWE whose name as STATE BUDGET OFFICER OF THE DEPARTMENT OF FINANCE OF THE STATE OF ALABAMA, 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 this instrument, he, as such officer, executed the same voluntarily on the day same bears date.

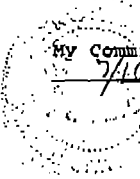
Given under my hand and official seal this the 30th day of March, 1989.

Kathy Faulk
Notary Public

My Commission Expires:

7/16/90

(SEAL)



STATE OF ALABAMA)
COUNTY OF MONTGOMERY)

I, the undersigned authority, a Notary Public in and for said State at Large, hereby certify that GUY HUNT whose name as GOVERNOR OF THE STATE OF ALABAMA, 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 this instrument, he, as such officer, executed the same voluntarily on the day same bears date as the act of the State of Alabama.

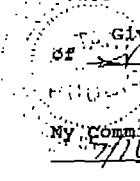
Given under my hand and official seal this the 30th day of March, 1989.

Kathy Faulk
Notary Public

My Commission Expires:

7/16/90

(SEAL)



STATE OF ALABAMA)
COUNTY OF MONTGOMERY)

I, the undersigned authority, a Notary Public in and for said State at Large, hereby certify that GLEN BROWDER, whose name as SECRETARY OF STATE FOR THE STATE OF ALABAMA, 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 this instrument, he, as such officer, executed the same voluntarily on the day same bears date as the act of the State of Alabama.

Given under my hand and official seal this the 30 day of MARCH, 1989.

Hansel D. Bates
Notary Public

My Commission Expires:
2-25-91

(SEAL)

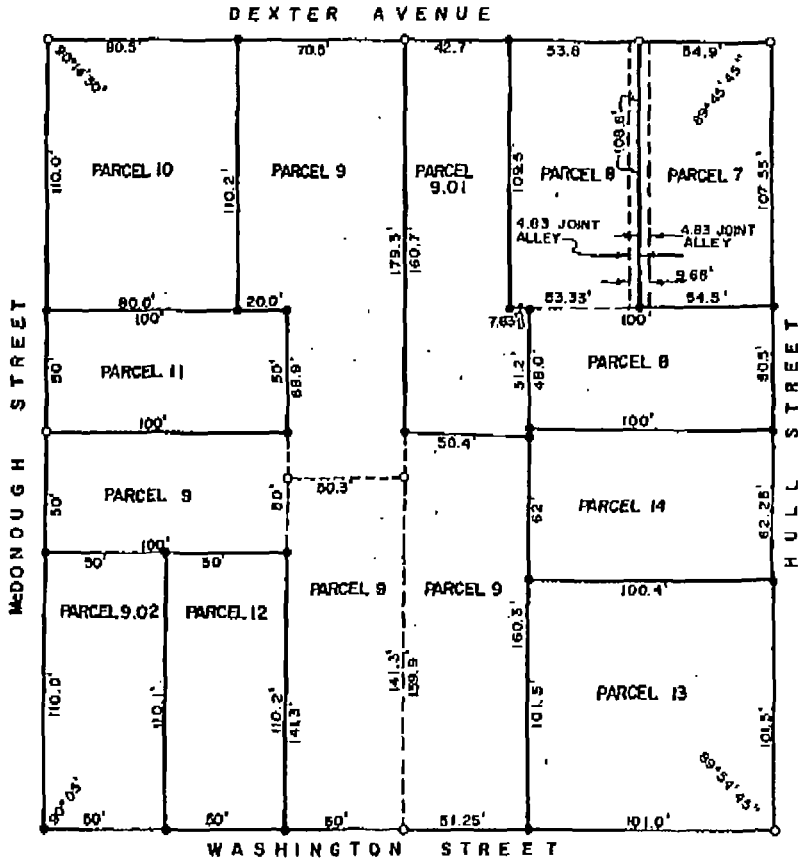


THIS INSTRUMENT WAS PREPARED BY and, upon recording, should be returned to:

J. Fairley McDonald, III
COPELAND, FRANCO, SCREWS
& GILL, P.A.
Post Office Box 347
Montgomery, Alabama 36101-0347
(205) 834-1180



SCALE: 1" = 50'



LEGEND
 • IRON PIN FOUND
 ○ IRON PIN SET

01	INDEX	1.00
02	REC FE	1.00
02	REC FE	25.00
TOTAL		27.00

05-04-89 161668

BLOCK SURVEY

MONTGOMERY, ALABAMA
FEB. 1, 1988

Prepared by:
 PROFESSIONAL ENGINEERING
 CONSULTANTS
 822 S. McDONOUGH ST.
 MONTGOMERY, ALABAMA
 36104

101
 101
 2503
 27.00

STATE OF ALA.
 MONTGOMERY CO.
 I CERTIFY THIS INSTRUMENT
 WAS FILED ON

MAY 4 1 29 PM '89

[Signature]
 JUDGE OF PROBATE

EXHIBIT A TO DEED FROM ALABAMA
 BUILDING COMMISSION TO ALABAMA
 JUDICIAL BUILDING AUTHORITY

NO TAX COLLECTED

150000
RLPY 0944 PAGE 0244

CORPORATION WARRANTY DEED

STATE OF ALABAMA)
)
COUNTY OF MONTGOMERY)

KNOW ALL MEN BY THESE PRESENTS, that for and in consideration of One Hundred and No/100 Dollars [\$100.00] and for other valuable consideration to the undersigned STATE ABSTRACT & TITLE COMPANY, INC., a corporation [herein referred to as GRANTOR], in hand paid by the GRANTEE herein, the receipt of which is hereby acknowledged, the said GRANTOR does by these presents GRANT, BARGAIN, SELL and CONVEY unto the STATE BUILDING COMMISSION OF THE STATE OF ALABAMA [herein referred to as GRANTEE], its successors and assigns, for the use and benefit of the State of Alabama, the following described Real Estate, situated in the County of Montgomery and State of Alabama, to wit:

Lot Number Twenty-one (21) on the North side of Washington Street, in that part of the City of Montgomery, Alabama, formerly known and designated as "New Philadelphia", said Lot being located on the Northeast corner of Washington and McDonough streets, fronting fifty (50) feet on the North side of Washington Street, and running back of even width along the East side of McDonough Street one hundred ten (110) feet.

TO HAVE AND TO HOLD the aforegranted premises to the said GRANTEE, its successors and assigns, for the use and benefit of the State of Alabama FOREVER.

AND GRANTOR does covenant with the GRANTEE, its successors and assigns, that it is lawfully seized in fee simple of the afore-mentioned premises; that they are free from all encumbrances; that it has a good right to sell and convey the same to the said GRANTEE, its successors and assigns, and that the GRANTOR will warrant and defend the premises to the said GRANTEE, its successors and assigns, forever, against the lawful claims and demands of all persons.

IN WITNESS WHEREOF, the STATE ABSTRACT & TITLE COMPANY, INC., a corporation, has caused this instrument to be executed by ROBERT G. CRUMPTON *vs.*, its duly authorized

President, and its corporate seal of said corporation to be hereunto affixed and attested by JAMES E. DAVIS, Jr., its duly authorized Secretary-Treasurer, this 1st day of April, 1988.

SEAL

STATE ABSTRACT & TITLE COMPANY, INC., an Alabama corporation

ATTEST:
James E. Davis, Jr.
JES: Secretary-Treasurer

By: [Signature]
Its: President

STATE OF ALABAMA)
COUNTY OF MONTGOMERY)

I, the undersigned, a Notary Public in and for the State of Alabama at Large, hereby certify that ROBERT B. CRUMPTON, Jr. and JAMES E. DAVIS, Jr., whose names as President and Secretary-Treasurer of the STATE ABSTRACT & TITLE COMPANY, INC., a corporation, are signed to the foregoing conveyance, and who are known to me, acknowledged before me on this day that, being informed of the contents of the conveyance, they, as such officers and with full authority, executed the same voluntarily for and as the act of said corporation.

Given under my hand this 1st day of April, 1988.

[Signature]

NOTARY PUBLIC
Alabama State at Large

My Commission Expires: 12/30/89

(SEAL)

This instrument prepared by:
J. Fairley McDonald, III
COPELAND, FRANCO, SCREWS & GILL, P.A.
Post Office Box 347
Montgomery, Alabama 36101-0347
(205) 834-1180

Grantee's address: 800 South McDonough Street
Montgomery, Alabama

STATE OF ALA.
MONTGOMERY CO.
IDENTIFY THIS INSTRUMENT
WAS FILED ON

APR 4 4 59 PM '88

[Signature]
JUDGE OF PROBATE

01 INDEX 1.00
02 REC FE 0.50
02 REC FE 5.00
04 DED TX 0.50
TOTAL
04-04-88 80110

7.00

WARRANTY DEED

STATE OF ALABAMA)
)
 COUNTY OF MONTGOMERY)

KNOW ALL MEN BY THESE PRESENTS, that for and in consideration of One Hundred and No/100 Dollars [\$100.00] and for other good and valuable considerations to the undersigned GRANTORS in hand paid by the GRANTEE herein, the receipt whereof is hereby acknowledged, we, JAMES EDWIN WALKER and GEORGE TUCKER WALKER [herein referred to as GRANTORS], being the Co-Executors of the Estate of E. Kyle Tucker, deceased, and the only heirs of E. Kyle Tucker under his Last Will and Testament, do hereby GRANT, BARGAIN, SELL, and CONVEY unto the STATE BUILDING COMMISSION OF THE STATE OF ALABAMA [herein referred to as GRANTEE], its successors and assigns, the following described Real Estate, situated in the County of Montgomery and State of Alabama, to wit:

Beginning at a point on the south side of Dexter Avenue 80.3 feet east of McDonough Street; thence south a distance of 110.0 feet to a point 79.3 feet east of McDonough Street; thence east and parallel with Dexter Avenue a distance of 20.0 feet; thence South 68.9 feet; thence east a distance of 51.0 feet; thence north 178.2 feet to the south side of Dexter Avenue; thence west along Dexter Avenue a distance of 70.2 feet to the point of beginning, being also described as Lot 23 on the south side of Dexter Avenue and the East 20 feet of Lot 22 on the south side of Dexter Avenue and the north 18.5 feet of Lot 23 on the North side of Washington Avenue all in that part of the City of Montgomery, Alabama formerly known as New Philadelphia, being the same identical property conveyed to E. Kyle Tucker by deed from Esten W. Rosa (formerly Esten W. Turner) and husband Frank Yates Rosa, dated October 15, 1970, and recorded in Real Property Book 102, page 756, in the Office of the Judge of Probate for Montgomery County, Alabama.

and also:

A certain lot of land known as No. 25 South McDonough Street, and being further described as follows: Lot Number Eight (8) on the East side of South McDonough Street in that part of the City of Montgomery formerly known as "New Philadelphia", said lot beginning on the East side of South McDonough Street 160 feet South of Dexter Avenue, running thence East 100 feet, more or less, thence South 50 feet, more or less, thence West along the North boundary line of Lot number Twenty-One (21) on the north side of Washington Avenue, 100 feet, more or less, to South McDonough Street, thence North along the East side of South McDonough Street to the point of beginning, being the same property

conveyed by The First National Bank of Montgomery, as trustee, to E. K. Tucker, his heirs and assigns, by deed dated December 13, 1967, as recorded in Real Property Book 26, at page 689, in the Office of the Judge of Probate for Montgomery County, Alabama.

and also:

Lot Number 23, on the North side of Washington Street in that part of the City of Montgomery formerly known and described as "New Philadelphia," being the same property which was conveyed by the State Land Commissioner of Alabama to E. K. Tucker by deed dated June 28, 1944, as recorded in Deed Book 244, at page 539, in the Office of the Judge of Probate for Montgomery County, Alabama, and, further, being the subject of that certain deed, dated December 4, 1944, from the Most Reverend T. J. Toolen, Bishop of Mobile, a corporation sole, the Most Reverend T. J. Toolen, Bishop of Mobile, a corporation sole, as trustee for the use and benefit of St. Peter's Catholic Church of Montgomery, Alabama, and James B. Rogers, as pastor of St. Peter's Catholic Church of Montgomery, Alabama, to E. K. Tucker, as recorded in Deed Book 251, at page 307, in the Office of the Judge of Probate for Montgomery County, Alabama, and, further, being the subject of that certain deed, dated April 4, 1951, from George L. Pink, as guardian of the estate of Myra Hall, a non compos mentis, to E. K. Tucker, as recorded in Deed Book 333, at page 378, in the Office of the Judge of Probate for Montgomery County, Alabama.

and also:

Lot Numbered Twenty-Four (24), on the North side of Washington Street, in that part of the City of Montgomery formerly known as "New Philadelphia"; the said property fronting Fifty (50) feet on the North side of said Washington Street, and running back one hundred sixty (160) feet, and being the same property conveyed by Dorothy White, a widow, to E. K. Tucker, his heirs and assigns, by warranty deed dated January 20, 1966, and recorded in Deed Book 604, at page 429, in the Office of the Judge of Probate for Montgomery County, Alabama.

None of the foregoing real property is the homestead of either of the GRANTORS or either of GRANTORS' spouses.

TO HAVE AND TO HOLD the aforegranted premises to the said GRANTEE, its successors and assigns, FOREVER.

AND GRANTORS do covenant with the said GRANTEE, its successors and assigns, that they are lawfully seized in fee simple of the aforementioned premises; that they are free from all encumbrances; that GRANTORS have a good right to sell and convey the same to the GRANTEE, its successors and assigns; and that GRANTORS will WARRANT and DEFEND the

RLPY 0914P 0912

aforementioned premises to the said GRANTEE, its successors and assigns, forever, against the lawful claims and demands of all persons.

IN WITNESS WHEREOF, we have hereunto set our hands and seals this 28th day of October, 1987.

James Edwin Walker (L.S.)
James Edwin Walker

James Edwin Walker (L.S.)
James Edwin Walker,
as Executor of the Estate of
E. Kyle Tucker, deceased.

George Tucker Walker (L.S.)
George Tucker Walker

George Tucker Walker (L.S.)
George Tucker Walker,
as Executor of the Estate of
E. Kyle Tucker, deceased.

STATE OF ALABAMA)
)
COUNTY OF MONTGOMERY)

I, the undersigned, a Notary Public in and for said County and said State, hereby certify that JAMES EDWIN WALKER, whose name is signed to the foregoing conveyance individually and as Executor of the Estate of E. Kyle Tucker, deceased, and who is known to me, acknowledged before me on this day, that, being informed of the contents of the conveyance, he executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 28th day of October, 1987.

[Signature]
Notary Public

My Commission Expires: 12/30/91

(SEAL)

STATE OF ALABAMA)
COUNTY OF MONTGOMERY)

I, the undersigned, a Notary Public in and for said County and said State, hereby certify that GEORGE TUCKER WALKER, whose name is signed to the foregoing conveyance individually and as Executor of the Estate of E. Kyle Tucker, deceased, and who is known to me, acknowledged before me on this day, that, being informed of the contents of the conveyance, he executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 28th day of October, 1987.


~~NOTARY PUBLIC~~

My Commission Expires: 12/31/87

(SEAL)

Instrument prepared by:

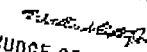
J. Fairley McDonald, III
COPELAND, FRANCO, SCREWS & GILL, P.A.
Post Office Box 347
Montgomery, Alabama 36101-0347
(205) 834-1180

Grantee's Address:

300 South McDonough Street
Montgomery, Alabama 36104

01	INDEX	1.00	
02	REC FE	0.50	
02	REC FE	10.00	
	TOTAL		11.50
10-30-87	49333		

1987
53
1003
11.50

STATE OF ALA.
MONTGOMERY CO.
I CERTIFY THIS INSTRUMENT
WAS FILED IN
OCT 30 4 56 PM '87

JUDGE OF PROBATE

CORPORATION WARRANTY DEED

STATE OF ALABAMA)
COUNTY OF MONTGOMERY)

KNOW ALL MEN BY THESE PRESENTS, that for and in consideration of One Hundred and No/100 Dollars [\$100.00] and for other valuable consideration to the undersigned MONTGOMERY JAYCEES, INC., a corporation (herein referred to as GRANTOR), in hand paid by the GRANTEE herein, the receipt of which is hereby acknowledged, the said GRANTOR does by these presents GRANT, BARGAIN, SELL and CONVEY unto the STATE BUILDING COMMISSION OF THE STATE OF ALABAMA (herein referred to as GRANTEE), its successors and assigns, the following described Real Estate, situated in the County of Montgomery and State of Alabama, to wit:

Lot Number Twenty-Two (22) on the North side of Washington Street, in that part of the City of Montgomery, Alabama, formerly known and designated as "New Philadelphia", said lot fronting fifty (50) feet on the north side of Washington Street and running back north of even width one hundred ten (110) feet; said property being further known and described as Street Number 311-317 Washington Street.

TO HAVE AND TO HOLD the aforegranted premises to the said GRANTEE, its successors and assigns, FOREVER.

AND GRANTOR does covenant with the GRANTEE, its successors and assigns, that it is lawfully seized in fee simple of the afore-mentioned premises; that they are free from all encumbrances; that it has a good right to sell and convey the same to the said GRANTEE, its successors and assigns, and that the GRANTOR will warrant and defend the premises to the said GRANTEE, its successors and assigns, forever, against the lawful claims and demands of all persons.

IN WITNESS WHEREOF, the MONTGOMERY JAYCEES, INC., a corporation, has caused this instrument to be executed by Jerry Taft, its duly authorized President, and its corporate seal of said corporation to be hereunto affixed and attested by John G. Hardt, its duly authorized Management Development Vice-President, this 15th day of September, 1987.

MONTGOMERY JAYCEES, INC., an Alabama corporation

ATTEST:
[Signature]
Its: Management Development V.P.

By: [Signature]
Its: President

STATE OF ALABAMA)
COUNTY OF MONTGOMERY)

I, the undersigned, a Notary Public in and for the State of Alabama at Large, hereby certify that Jerry Taft and John G. Hardt, whose names as President and Man. Dev. Vice-Pres. of the MONTGOMERY JAYCEES, INC., a corporation, are signed to the foregoing conveyance, and who are known to me, acknowledged before me on this day that, being informed of the contents of the conveyance, they, as such officers and with full authority, executed the same voluntarily for and as the act of said corporation.

Given under my hand this the 15th day of September, 1987.

[Signature]
NOTARY PUBLIC
Alabama State at Large
My Commission Expires: 12/20/89

(SEAL)

This instrument prepared by:
J. Fairley McDonald, III
COPELAND, FRANCO, SCREWS & GILL, P.A.
Post Office Box 347
Montgomery, Alabama 36101-0347
(205) 834-1180

STATE OF ALA.
MONTGOMERY CO.
I CERTIFY THIS INSTRUMENT
TO BE TRUE AND CORRECT

SEP 24 4 43 PM '87

[Signature]
JUDGE OF PROBATE

WARRANTY DEED

STATE OF ALABAMA)
COUNTY OF MONTGOMERY)

KNOW ALL MEN BY THESE PRESENTS, that for and in consideration of One Hundred and No/100 Dollars [\$100.00] and for other good and valuable considerations to the undersigned GRANTORS in hand paid by the GRANTEE herein, the receipt whereof is hereby acknowledged, we, ROBERT H. HARRIS and JAMES M. SCOTT [herein referred to GRANTORS], do hereby GRANT, BARGAIN, SELL, and CONVEY unto the STATE BUILDING COMMISSION OF THE STATE OF ALABAMA [herein referred to as GRANTEE], its successors and assigns, the following described Real Estate, situated in the County of Montgomery and State of Alabama, to wit:

Beginning on the South side of Dexter Avenue at a point 108 feet 8 inches West of the intersection of Hull Street and the South line of Dexter Avenue as now located by the sidewalk pavements, said point of beginning being at the dividing line between the double walls of stores Nos. 312 and 314, thence West along the South side of Dexter Avenue 42 feet 2 inches to the Northwest corner of Lot 24, thence South along the West line of said Lot 24 159 feet to the Southwest corner of said Lot 24, thence East and parallel to Dexter Avenue 50 feet to the Southeast corner of said Lot 24, thence North along the East line of the said Lot 24, 49 feet, more or less, to the Southwest corner of Lot 25, thence West 7 feet 10 inches to the prolongation of the line between the walls of said stores Nos. 312 and 314, thence North along said prolongation and along the line between said walls 110 feet to the point of beginning, being known as No. 310 and No. 312 Dexter Avenue, and being a part of Lot 24 on the South side of Dexter Avenue, in that part of the City of Montgomery formerly called "New Philadelphia." Said property being commonly known as 328 Dexter Avenue.

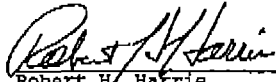
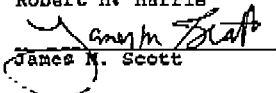
The foregoing real property is not the homestead of either of the GRANTORS or either of GRANTORS' spouses.

TO HAVE AND TO HOLD the aforegranted premises to the said GRANTEE, its heirs and assigns, FOREVER.

And GRANTORS do covenant with the said GRANTEE, its successors and assigns, that they are lawfully seized in fee simple of the aforementioned premises; that they are free from all encumbrances; that GRANTORS have a good right to

sell and convey the same to the GRANTEE, its successors and assigns, and that GRANTORS will WARRANT AND DEFEND the aforementioned premises to the said GRANTEE, its successors and assigns, forever, against the lawful claims and demands of all persons.

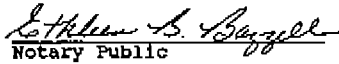
IN WITNESS WHEREOF, we have hereunto set our hands and seals this 11th day of September, 1987.


Robert H. Harris (L.S.)

James N. Scott (L.S.)

STATE OF ALABAMA)
COUNTY OF MONTGOMERY)

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that ROBERT H. HARRIS, 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 conveyance, he executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 11th day of September, 1987.


Notary Public

My Commission Expires: 2-5-89

(SEAL)

STATE OF ALABAMA)
COUNTY OF MONTGOMERY)

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that JAMES M. SCOTT, 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 conveyance, he executed the same voluntarily on the day the same bears date.

RLPY 0096 PAGE 0717

Given under my hand and official seal this 14th day of September, 1987.

Arthur B. Lippel
Notary Public

My Commission Expires: 2-5-89

(SEAL)

This instrument prepared by:
J. Fairley McDonald, III
Copeland, Franco, Screws
& Gill, P.A.
Post Office Box 347
Montgomery, Alabama 36101-0347
(205) 834-1180

100
80
750
900

STATE OF ALA.
MONTGOMERY CO.
I CERTIFY THIS INSTRUMENT
WAS FILED ON

SEP 21 4 55 PM '87

Arthur B. Lippel
JUDGE OF PROCLATE

01 INDEX
02 REC PL
02 REC PL
TOTAL
09-21 87 43617

FRANCHISE AGREEMENT

STATE OF ALABAMA
MONTGOMERY COUNTY

WHEREAS, the ALABAMA JUDICIAL BUILDING AUTHORITY, a public corporation duly organized and validly existing under the authority of 1986 Ala. Act No. 86-420 §§41-10-260 et seq., Code of Alabama 1975, hereinafter called "Owner," owns certain parcels of land located on Dexter Avenue and on South McDonough Street in the City of Montgomery, said parcels being more particularly described on Exhibit 2 hereto and being depicted as cross-hatched Parcels 7, 8, 9, 9.01, and 10 on the map attached hereto as Exhibit 3; and

WHEREAS, the Owner is desirous of constructing certain improvements [as hereinafter described] on part of the public rights-of-way on Dexter Avenue and on South McDonough Street; and

WHEREAS, the said CITY OF MONTGOMERY, ALABAMA, a municipal corporation, hereinafter called "City," is agreeable to permitting the said Owner to construct the improvements over and on the said public rights-of-way, but on the following conditions;

NOW, THEREFORE, for and in consideration of the premises and in consideration of One Dollar (\$1.00) each to the other in hand paid, the receipt whereof is hereby acknowledged, the said ALABAMA JUDICIAL BUILDING AUTHORITY and the CITY OF MONTGOMERY, ALABAMA, agree as follows:

1. The City authorizes and permits the Owner to build or cause to be built, a wall, a terrace, two (2) sets of steps, a realigned sidewalk (as to the Dexter Avenue right-of-way) and an underground transformer vault (as to the South McDonough Street right-of-way) [said improvements being collectively referred to herein as the "Improvements"] in the specific locations shown on the drawing labelled Exhibit 1 and described on Exhibit 4 hereto.

2. The Owner agrees that upon construction of said Improvements, no liability will attach to the City from their installation, placement, use or maintenance, and the Owner does hereby indemnify and hold harmless the City of Montgomery from any and all liability arising out of the construction, installation, placement, use or maintenance of said Improvements.

3. The Owner agrees to construct said Improvements only upon the prior written approval of the plans therefore by the City Building Inspector and the City Engineer. The

Owner further agrees that no other construction of any type will be built under the terms of this agreement.

4. The Owner agrees to permit the City to enter upon said easements [as described in Exhibit 4] for the maintenance and repair of its facilities located therein, and to enter its land for the purpose of reaching said easements, and further agrees to remove said Improvements at any time, upon thirty (30) days written notice from the City, and agrees to remove said Improvements at no expense to the City should such notice be given, and in the absence of the Owner's compliance with such request to remove said Improvements, it authorizes the City to remove said Improvements at Owner's expense.

5. The Owner agrees that the consent of the City for construction of said Improvements over the said easements [as described in Exhibit 4] is and shall constitute a covenant running with the land and shall be binding upon the Owner, its successors and assigns, and further that a copy of this agreement shall be recorded in the Office of the Judge of Probate of Montgomery County, Alabama, at the expense of the Owner and a copy, when recorded, shall be furnished to the City for its files.

6. The Owner further agrees that should the City determine that it is necessary to enlarge or reconstruct or improve the easements or any facilities located in said easements, that as a further consideration for this agreement, it will hold the City harmless should such enlargement, reconstruction or improvement damage or injure any of its physical property, including the Improvements, the subject of this agreement.

IN WITNESS WHEREOF, the ALABAMA JUDICIAL BUILDING AUTHORITY and the CITY OF MONTGOMERY, ALABAMA, have set their hands and seals, this the 22nd day of August, 1990.

CITY OF MONTGOMERY, ALABAMA
a municipal corporation

BY: Emery Polmar
Emery Polmar
Mayor

ATTEST:

BY: John L. Baker
John L. Baker
City Clerk

ALABAMA JUDICIAL BUILDING
AUTHORITY
a public corporation

BY: Guy Hunt
Guy Hunt
Governor of the State of
Alabama
Its Chairman

ATTEST:

BY: G. Robin Swift
G. Robin Swift
State Finance Director
Its Secretary

Parcel 7

Beginning at the southwest corner of Hull Street and Dexter Avenue as said corner is now located by the sidewalk paving; thence west along the south side of Dexter Avenue fifty-four feet and ten inches; thence south one hundred and ten feet, more or less, to lot 7 on the west side of Hull Street; thence east 54 feet and 10 inches to the west side of Hull Street; thence north along the west side of Hull Street one hundred and ten feet more or less, to the point of beginning; the west four feet and ten inches of the property herein conveyed being subject to joint alley rights with the property west thereof as stated in the deed from M. W. Stuart, et al., to Rossie L. Murray and the deed from M. W. Stuart and wife to James S. Pinkard, said deeds being recorded respectively in the Office of the Judge of Probate of Montgomery County, Alabama, in Deed Book 71, at Page 63, and Deed Book 87, at Page 318; the aforescribed premises being known as Lot 26 and the east four feet ten inches of Lot 25 on the south side of Dexter Avenue in that portion of the City of Montgomery, Alabama, formerly known as "New Philadelphia."

Being the same parcel or tract of real property described as follows according to that certain survey, dated February 2, 1988, by Douglas O. Sheehan, Alabama Registered Land Surveyor Number 3595, to-wit:

Begin at the southwest corner of Hull Street and Dexter Avenue; thence run southerly along the west side of Hull Street 107.55 feet; thence westerly 54.5 feet; thence northerly 108.6 feet to a point on the south side of Dexter Avenue; thence run easterly along the south side of Dexter Avenue 54.9 feet to the point of beginning; the said described property being lot 26 and the east 4.83 feet of lot 25 on the south side of Dexter Avenue in that part of the City of Montgomery, Alabama, known and designated as "New Philadelphia" and containing 5911.7 square feet. Also the west 4.8 feet being subject to joint alley rights with the property west thereof.

Parcel 9

Beginning at a point on the south side of Dexter Avenue 80.3 feet east of McDonough Street; thence south a distance of 110.0 feet to a point 79.3 feet east of McDonough Street; thence east and parallel with Dexter Avenue a distance of 20.0 feet; thence south 68.9 feet; thence east a distance of 51.0 feet; thence north 178.2 feet to the south side of Dexter Avenue; thence west along Dexter Avenue a distance of 70.2 feet to the point of beginning; being also described as Lot 23 on the South side of Dexter Avenue and the east 20 feet of Lot 22 on the South side of Dexter Avenue and the north 18.5 feet of Lot 23 on the North side of Washington Avenue, all in that part of the City of Montgomery, Alabama, formerly known as New Philadelphia, being the same identical property conveyed to E. Kyle Tucker by deed from Esten W. Rosa (formerly Esten W. Turner) and husband Frank Yates Rosa, dated October 15, 1970, and recorded in Real Property Book 102, page 756, in the Office of the Judge of Probate from Montgomery County, Alabama.

EXHIBIT

Parcel 8

Beginning at a point on the south side of Dexter Avenue in the City of Montgomery, Alabama, 54.8 feet west of the intersection of the south side of Dexter Avenue and the west side of South Hull Street; thence west along Dexter Avenue 53.7 feet; thence south 111.0 feet, more or less, to a point 108.6 feet west of South Hull Street; thence east along the north face of a brick wall 53.8 feet to a point 54.8 feet west of South Hull Street; thence north 108.4 feet to the point of beginning, the said land being part of Lots 24 and 25 on the south side of Dexter Avenue, and also a parcel beginning at a point on the west side of South Hull Street in the City of Montgomery, Alabama, 107.3 feet south of the intersection of the west side of South Hull Street and the south side of Dexter Avenue; thence south along South Hull Street 50.5 feet to the north side of a brick wall; thence west along the north side of the wall 100.0 feet to the west side of a brick wall; thence north along the west side of the wall 46.0 feet to the north side of a brick wall; said point being 111.0 feet south of Dexter Avenue; thence easterly along the bends in the north side of said wall 100.0 feet, more or less, to the point of beginning, the said land being Lot 7 on the west side of South Hull Street, all property herein described being in that part of the City of Montgomery, Alabama, known as "New Philadelphia".

The owner of the parcel composed of Lot 25 and a part of Lot 24 on the south side of Dexter Avenue shall have a perpetual right to use, in common with the owners of Lot 26 of the plat of New Philadelphia, as an alley, a strip of land 4 feet 10 inches wide fronting on Dexter Avenue and running back of even width to the south line of Lot 25 as herein conveyed, being also the north line of Lot 7 on the west side of Hull Street as herein conveyed.

The foregoing parcel being the same parcel of real property also described as follows according to that certain survey made and prepared on or about February 2, 1988, by Douglas O. Sheshan, Alabama Registered Land Surveyor No. 3595, of Professional Engineering Consultants, Inc., Montgomery, Alabama, to-wit:

Begin at a point on the south side of Dexter Avenue 54.9 feet west of Hull Street; then run southerly 108.6 feet; thence run easterly 54.5 feet to a point on the west side of Hull Street, said point being 107.55 feet south of Dexter Avenue; thence run southerly along the west side of Hull Street 50.5 feet; thence run westerly 100.0 feet; thence run northerly 48.0 feet to a point 100.0 feet west of Hull Street; thence run westerly 7.83 feet; thence run northerly 109.5 feet to a point on the south side of Dexter Avenue; thence run easterly along the south side of Dexter Avenue 53.8 feet to the point of beginning. The said described property being part of Lots 24 and 25 on the south side of Dexter Avenue and Lot 7 on the west side of Hull Street in that part of the City of Montgomery, Alabama, known and designated as "New Philadelphia" and containing 10,796.3 square feet. Also, the east 4.83 feet of that part of Lots 24 and 25 being subject to joint alley rights with the property east thereof.

Parcel 9.01

A certain parcel of real property, together with the improvements thereon, commonly known as 328 Dexter Avenue in the City and County of Montgomery, being described as follows:

Beginning on the South side of Dexter Avenue at a point 108 feet 8 inches West of the intersection of Hull Street and the South line of Dexter Avenue as now located by the sidewalk pavements, said point of beginning being at the dividing line between the double walls of store nos. 312 and 314, thence West along the South side of Dexter Avenue 42 feet 2 inches to the Northwest corner of Lot 24, thence South along the West line of said Lot 24 159 feet to the Southwest corner of said Lot 24, thence East and parallel to Dexter Avenue 50 feet to the Southeast corner of said Lot 24, thence North along the East line of the said Lot 24, 49 feet, more or less, to the Southwest corner of Lot 25, thence West 7 feet 10 inches to the prolongation of the line between the walls of said store nos. 312 and 314, thence North along said prolongation and along the line between said walls 110 feet to the point of beginning, being known as No. 310 and No. 312 Dexter Avenue, and being a part of Lot 24 on the South side of Dexter Avenue, in that part of the City of Montgomery formerly called "New Philadelphia." Said property being commonly known as 328 Dexter Avenue.

The foregoing parcel being the same parcel of real property also described as follows according to that certain survey made and prepared on or about February 2, 1988, by Douglas O. Sheehan, Alabama Registered Land Surveyor No. 3595, of Professional Engineering Consultants, Inc., Montgomery, Alabama, to-wit:

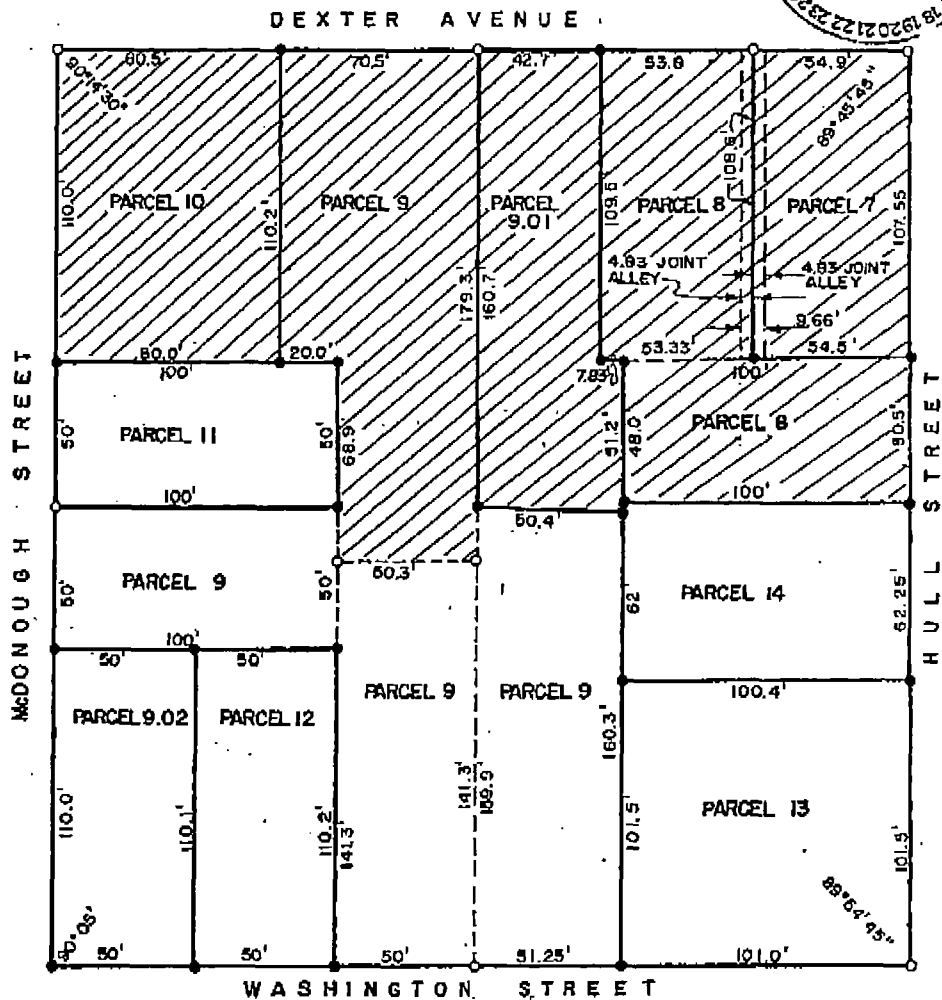
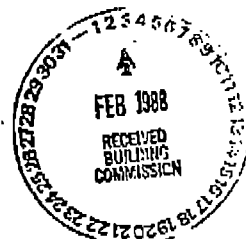
Commence at the southwest corner of Dexter Avenue and Hull Street; thence run westerly 108.7 feet along the south side of Dexter Avenue to the point of beginning; thence from the point of beginning run southerly 109.5 feet; thence run easterly 7.83 feet to a point 100.0 feet west of Hull Street; thence run southerly and parallel to Hull Street 51.2 feet to the southeast corner of Lot 24; thence run westerly along the south line of Lot 24, a distance of 50.4 feet; thence run northerly 160.7 feet to a point on the south side of Dexter Avenue; thence run easterly and along the south side of Dexter Avenue 42.7 feet to the point of beginning. The said described property being part of Lot 24 on the south side of Dexter Avenue in that part of the City of Montgomery, Alabama, known and designated as "New Philadelphia" and containing 7,285.0 square feet.

Parcel 10

Beginning at the Southeast corner of Dexter Avenue (formerly Market Street) and South McDonough Street, and running East along the Southerly line of Dexter Avenue 80 feet, then South and parallel with the Easterly line of McDonough Street 110 feet, then West parallel with the Southerly line of Dexter Avenue 80 feet, thence North along the Easterly line of McDonough Street 110 feet to the point of beginning. Being Lot number 21 and the Westerly 30 feet of Lot number 22 on the south side of Dexter Avenue in that part of the City of Montgomery formerly called "New Philadelphia".

The foregoing parcel being the same parcel of real property also described as follows according to that certain survey made and prepared on or about February 2, 1988, by Douglas O. Sheehan, Alabama Registered Land Surveyor No. 3595, of Professional Engineering Consultants, Inc., Montgomery, Alabama, to-wit:

Begin at the southeast corner of Dexter Avenue and McDonough Street; thence run easterly along the south side of Dexter Avenue 80.5 feet; then run southerly 110.2 feet; thence run westerly 80.0 feet to a point on the east side of McDonough Street; thence run northerly along the east side of McDonough Street 110.0 feet to the point of beginning. The said described property being lot 21 and the westerly 30 feet of lot 22 on the south side of Dexter Avenue in that part of the City of Montgomery, Alabama, known and designated as "New Philadelphia" and containing 8,835.5 square feet.



LEGEND
 ● IRON PIN FOUND
 ○ IRON PIN SET

BLOCK SURVEY

MONTGOMERY, ALABAMA
FEB. 1, 1988

Prepared by:
PROFESSIONAL ENGINEERING
CONSULTANTS
822 S. McDONOUGH ST.
MONTGOMERY, ALABAMA
36104

EXHIBIT

Description of requested easement on the south side of the "300" block of Dexter Avenue:

Beginning at a point on the south margin of the right-of-way of Dexter Avenue 33.5 feet east of the southeast intersection of Dexter Avenue and South McDonough Street; thence run S 89° 46' 47" E along the south margin of Dexter Avenue for 224.5 feet; thence at right angles north for 15.5 feet; thence at right angles west for 224.5 feet; and thence at right angles south for 15.5 feet to the point of beginning; containing 3,480 square feet, more or less.

Description of requested easement for transformer vault on east side of the "0" block of South McDonough Street:

Beginning at a point on the east margin of the right-of-way of South McDonough Street 39.67 feet south of the southeast intersection of South McDonough Street and Dexter Avenue; thence run S 00° 00' E along the east margin of South McDonough Street for 50.0 feet; thence at right angles west for 14.0 feet; thence at right angles north for 50.0 feet; and thence at right angles east for 14.0 feet to the point of beginning; containing 700 square feet, more or less.

01	INDEX	1.00	
02	REC FE	1.00	
02	REC FE	20.00	
	TOTAL		22.00
09-13-90 257210			

STATE OF ALA.
MONTGOMERY CO.
I CERTIFY THIS INSTRUMENT
WAS FILED ON

SEP 13 3 22 PM '90

W. H. ...
JUDGE OF PROBATE

EXHIBIT

Ordinance No. 42-91

GRANTING TO ALABAMA JUDICIAL BUILDING AUTHORITY, A PUBLIC CORPORATION, PERMIT TO CONSTRUCT, MAINTAIN AND USE CERTAIN IMPROVEMENTS ON A PORTION OF THE MUNICIPAL RIGHT-OF-WAY.

BE IT ORDAINED BY THE COUNCIL OF THE CITY OF MONTGOMERY:

1. That a franchise, containing the hereinafter prescribed terms and conditions, be, and the same hereby is, granted unto the ALABAMA JUDICIAL BUILDING AUTHORITY, a public corporation, and its successors and assigns in the ownership of the lots hereinafter described, to construct, maintain and use upon a portion of the right-of-way owned by the City of Montgomery, the following:

(i) A wall, terrace, two (2) sets of steps, a realigned sidewalk, and various architectural and decorative features [e.g., pilasters] along the south side of Dexter Avenue in the location shown on the drawing labelled Exhibit 1 and described on Exhibit 2 hereto; and

(ii) a below-grade transformer vault and below-grade vault for placement of a fuel tank for a generator along the east side of South McDonough Street in the location shown on the drawing labelled Exhibit 1 and described on Exhibit 2 hereto; and

(iii) an equipment box in conjunction with a fountain along the north side of Washington Avenue in the location shown on the drawing labelled Exhibit 1 and described on Exhibit 2 hereto.

2. By accepting this permit, or by constructing, maintaining or using the aforesaid improvements, the said ALABAMA JUDICIAL BUILDING AUTHORITY, its successors and assigns in interest in the property described on Exhibit 2 hereto [hereinafter collectively called "Grantee"], do assume, and agree to be bound by, several duties and obligations imposed upon them by the following terms and conditions of this permit, namely;

(a) Upon construction of said improvements, no liability will attach to the City from their installation, placement, use or maintenance, and the Grantee does hereby indemnify and hold harmless the City of Montgomery from any and all liability arising out of the said improvements to the extent lawful under the Constitution and laws of the State of Alabama.

(b) The above-described improvements will be constructed only upon the prior written approval of the plans therefor by the City Building Inspector and the City Engineer.

(c) No other construction of any type will be built under the terms of this permit.

(d) The City of Montgomery shall have authority to enter upon said rights-of-way [as described on Exhibit 1] for the maintenance and repair of its facilities located therein, and to enter upon the property of the Grantee for the purpose of reaching said rights-of-way.

(e) Grantee is to remove said improvements at any time, upon thirty (30) days written notice from the City, and agrees to remove said improvements at no expense to the City should, such notice be given, and in the absence of the Grantees compliance with such request to remove said improvements, the City is hereby authorized to remove said improvements at the expense of the Grantee.

(f) Should the City determine that it is necessary to enlarge or reconstruct or improve the street or any facilities located in said right-of-way, the City shall be held harmless should any such enlargement, reconstruction, or improvement damage

or injure any physical property, including the improvements, the subject of this permit.

(g) This permit shall expire at the end of thirty (30) years and shall not become effective until payment is made by Grantee of the sum of One Dollar (\$1.00) as consideration.

3. The parties further agree that the permit herein granted is intended to supplant and supersede the authority granted by Ordinance No. 49-90 and accompanying franchise agreement, as approved by the Council of the City of Montgomery on August 21, 1990, and appearing of record in Real Property Book 1120, at pages 810 et seq., in the office of the Judge of Probate of Montgomery County, Alabama.

STATE OF ALABAMA)
)
COUNTY OF MONTGOMERY)
)
CITY OF MONTGOMERY)

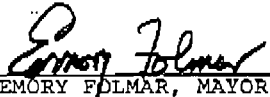
I, John L. Baker, City Clerk of the City of Montgomery, Alabama, DO HEREBY CERTIFY that the foregoing is a true and correct copy of and Ordinance duly adopted by the Council of the City of Montgomery at its regular meeting held the 17th day of September, 1991.

GIVEN under my hand and the official SEAL of the City of Montgomery, Alabama, this the 18th day of September, 1991.



JOHN L. BAKER, CITY CLERK

Approved: September 19, 1991



EMORY FOLMAR, MAYOR

EXHIBIT 1

Oversized diagram - see Plat Book 39, at page 141, in the
Office of the Judge of Probate of Montgomery County, Alabama.

EXHIBIT 2

Description of requested easement for steps, wall, pilasters and walk realignment on the south side of the "300" block of Dexter Avenue:

Beginning at a point on the south margin of the right-of-way of Dexter Avenue at the southeast intersection of Dexter Avenue and South McDonough Street; then run S 89° 46' 47" E along the south margin of Dexter Avenue for 302.4 feet; thence at right angles north for 15.5 feet; thence at right angles west for 302.4 feet; and thence at right angles south for 15.5 feet to the point of beginning; containing 4,687 square feet, more or less. Said property being adjacent to Lots 21, 22, 23, 24, 25, and 26 on the south side of Dexter Avenue in that part of the City of Montgomery known as "New Philadelphia."

Description of requested easement for transformer vault and fuel tank on east side of the "0" block of South McDonough Street:

Beginning at a point on the east side margin of the right-of-way of South McDonough Street at the southeast intersection of South McDonough Street and Dexter Avenue; thence run S 00° 00' E along the east margin of South McDonough Street for 89.67 feet; thence at right angles west for 24.0 feet; thence at right angles north for 89.67 feet; and thence at right angles east for 24.0 feet to the point of beginning; containing 2,152 square feet, more or less. Said property being adjacent to Lot 21 on the south side of Dexter Avenue in that part of the City of Montgomery known as "New Philadelphia."

Description of requested easement for fountain vault on the north side of the "300" block of Washington Avenue:

Beginning at a point on the north margin of the right-of-way of Washington Avenue 145.83 feet east of the northeast intersection of South McDonough Street and Washington Avenue; thence run S 89° 27' 43" E along the north margin of Washington Avenue for 6.0 feet, thence at right angles south for 5.0 feet; thence at right angles west for 6.0 feet; thence right angles north to the point of beginning; containing 30 square feet, more or less. Said property being adjacent to Lots 23 and 24 on the north side of Washington Avenue in that part of the City of Montgomery known as "New Philadelphia."

FRANCHISE AGREEMENT

STATE OF ALABAMA
MONTGOMERY COUNTY

WHEREAS, the ALABAMA JUDICIAL BUILDING AUTHORITY, a public corporation duly organized and validly existing under the authority of 1986 Ala. Act. No. 86-420 §§41-10-260 et seq., Code of Alabama 1975, hereinafter called "Owner," owns that entire block in the City of Montgomery bounded on the north by Dexter Avenue, on the west by South McDonough Street, on the south by Washington Avenue, and on the west by Hull Street, said block being more particularly described on Exhibit 2 hereto; and

WHEREAS, the Owner is desirous of constructing certain improvements [as hereinafter described] on part of the public rights-of-way on Dexter Avenue, on South McDonough Street and on Washington Avenue; and

WHEREAS, the said CITY OF MONTGOMERY, ALABAMA, a municipal corporation, hereinafter called "City," is agreeable to permitting the said Owner to construct the improvements over and on the said public rights-of-way, but on the following conditions;

NOW, THEREFORE, for and in consideration of the premises and in consideration of One Dollar (\$1.00) each to the other in hand paid, the receipt whereof is hereby acknowledged, the said ALABAMA JUDICIAL BUILDING AUTHORITY and the CITY OF MONTGOMERY, ALABAMA, agree as follows:

1. The City authorizes and permits the Owner to build or cause to be built, a wall, a terrace, two (2) sets of steps, a realigned sidewalk and miscellaneous architectural and decorative features [e.g., pilasters] (as to the Dexter Avenue right-of-way), an underground transformer vault and underground vault for placement of a generator fuel tank (as to the South McDonough Street right-of-way) and an underground fountain equipment box (as to the Washington Avenue right-of-way) [said improvements being collectively referred to herein as the "Improvements"] in the specific locations shown on the drawing labelled Exhibit 1 and described on Exhibit 3 hereto.

2. The Owner agrees that upon construction of said Improvements, no liability will attach to the City from their installation, placement, use or maintenance, and the Owner does hereby indemnify and hold harmless the City of Montgomery from any and all liability arising out of the construction, installation, placement, use or maintenance of said Improvements.

3. The Owner agrees to construct said Improvements only upon the prior written approval of the plans therefore by the City Building Inspector and the City Engineer. The Owner further agrees that no other construction of any type will be built under the terms of this agreement.

4. The Owner agrees to permit the City to enter upon said easements [as described in Exhibit 3] for the maintenance and repair of its facilities located therein, and to enter its land for the purpose of reaching said easements, and further agrees to remove said Improvements at any time, upon thirty (30) days written notice from the City, and agrees to remove said Improvements at no expense to the City should such notice be given, and in the absence of the Owner's compliance with such request to remove said Improvements, it authorizes the City to remove said Improvements at Owner's expense.

5. The Owner agrees that the consent of the City for construction of said Improvements over the said easements [as described in Exhibit 3] is and shall constitute a covenant running with the land and shall be binding upon the Owner, its successors and assigns, and further that a copy of this agreement shall be recorded in the Office of the Judge of Probate of Montgomery County, Alabama, at the expense of the Owner and a copy, when recorded, shall be furnished to the City for its files.

6. The Owner further agrees that should the City determine that it is necessary to enlarge or reconstruct or improve the easements or any facilities located in said easements, that as a further consideration for this agreement, it will hold the City harmless should such enlargement, reconstruction or improvement damage or injure any of its physical property, including the Improvements, the subject of this agreement.

7. The parties further agree that the permit herein granted is intended to supplant and supersede the authority granted by Ordinance No. 49.90 and accompanying franchise agreement, as approved by the Council of the City of Montgomery on August 21, 1990, and appearing of record in Real Property Book 1120, at pages 810 et seq., in the Office of the Judge of Probate of Montgomery County, Alabama.

IN WITNESS WHEREOF, the ALABAMA JUDICIAL BUILDING AUTHORITY and the CITY OF MONTGOMERY, ALABAMA, have set their hands and seals, this the 19th day of September, 1991.

CITY OF MONTGOMERY, ALABAMA
a municipal corporation

By: Emory Folmar
Emory Folmar
Mayor

ATTEST:

By: John L. Baker
John L. Baker
City Clerk

ALABAMA JUDICIAL BUILDING AUTHORITY
a public corporation

By: Guy Hunt
Guy Hunt
Governor of the State of Alabama
Its Chairman

ATTEST:

By: G. Robin Swift
G. Robin Swift
State Finance Director
Its Secretary

EXHIBIT 1

Oversized diagram - see Plat Book 39, at page 141, in the
Office of the Judge of Probate of Montgomery County, Alabama.

EXHIBIT 2

The entire block in that portion of the City of Montgomery, Alabama, known as "New Philadelphia," bounded on the north by Dexter Avenue [formerly Market Street], on the west by McDonough Street, on the south by Washington Avenue, and on the east by Hull Street, and consisting of: Lots 21, 22, 23, 24, 25, and 26 on the south side of Dexter Avenue; Lots 7 and 8 on the east side of McDonough Street; Lots 21, 22, 23, 24, 25, and 26 on the north side of Washington Avenue; and Lots 7 and 8 on the west side of Hull Street.

Attachment B

MINUTES OF THE ORGANIZATIONAL MEETING OF
THE BOARD OF DIRECTORS OF
ALABAMA JUDICIAL BUILDING AUTHORITY
HELD ON MAY 27, 1987

The first meeting of the Board of Directors, which is composed of the members of the Alabama Judicial Building Authority met in the Governor's Conference Room, Alabama State House, Montgomery, Alabama, on May 27, 1987, at 4:00 o'clock, p.m., Central Standard Time. There were present at the meeting the following members of the Authority and its Board of Directors:

The Honorable Guy Hunt,
The Governor of the State of Alabama;

The Honorable James E. Folsom, Jr.,
Lieutenant Governor of the State of Alabama;

The Honorable Robin Swift, Jr.,
Director of Finance of the State of Alabama;

The Honorable James S. Clark,
Speaker of the House of Representatives of Alabama;

Absent: The Honorable C. C. Torbert, Jr.,
Chief Justice of the Supreme Court of Alabama;

Also present were: Justice Hugh Maddox, Alabama Supreme Court; Mr. John Grenier, Executive Secretary to Governor Hunt; Mr. James Reddoch, Legal Advisor to Governor Hunt; Mr. Lee Miller, Legal Counsel for the Department of Finance; Mr. George Wallace, Jr., State Treasurer; Mr. Jack Dixon, Staff Counsel to Chief Justice Torbert.

Governor Hunt called the meeting to order and presided as Chairman of the meeting. Mr. Swift, as secretary of the Authority, served as secretary of the meeting.

The Chairman presented to the meeting a Call and Acknowledgement of Notice of the time, place and purpose of the

meeting which had been signed, prior to the meeting, by all the members of the Board of Directors. The chairman directed that such Call and Acknowledgment of Notice be attached to the minutes of this meeting.

The chairman then announced that the meeting was duly organized, that a quorum was present, and that the meeting was open for the transaction of business.

The chairman pointed out to the other members of the Board of Directors that the Authority had been authorized by Act No. 86-420 (the "Act") enacted at the 1986 Regular Session of the Legislature of Alabama. The chairman informed the members that an Application Respecting Alabama Judicial Building Authority had been filed in the office of the Secretary of State on December 10, 1986, and that the Secretary of State had issued a Certificate of Incorporation for the Authority on December 10, 1986. Copies of the said Application Respecting Alabama Judicial Building Authority and the said Certificate of Incorporation were ordered attached to the minutes of this meeting.

The chairman then suggested that the first order of business should be the recognition and election of officers. In this connection he pointed out the provision of Section 6 of the Act which states, in pertinent part, as follows:

The Governor shall be the chairman of the Authority, the Chief Justice shall be the vice-chairman of the Authority and the Director of Finance shall be the secretary of the Authority. The State Treasurer shall be the treasurer of the Authority but shall not be a member of the Authority. The Authority, at its option, may appoint an assistant secretary who shall not be a member of the Authority.

The members acknowledged acceptance of their respective offices in the Authority and of the responsibilities incidental thereto.

The chairman then suggested that it would be advisable to appoint an assistant secretary whereupon, on motion duly made by Mr. Swift and seconded by Mr. Folsom, and by unanimous vote of the members of the Board of Directors present, Mr. Lee Miller, Legal Counsel for the Department of Finance was appointed as assistant secretary.

The chairman then distributed to the members of the Board of Directors copies of proposed By-laws for the Authority and brought to the attention of the Board a provision in the proposed By-laws for an assistant treasurer and inquired if Mr. Wallace so desired to suggest someone for that position, whereupon Mr. Gene Stable of the State Treasurer's office was appointed after motion duly made by Mr. Folsom and seconded by Mr. Swift. Vote was had and motion was unanimously approved.

There followed a discussion pertaining to the annual meeting of the Authority. The chairman called for a motion that the annual meeting be held on the first Tuesday in May every year thereafter. Motion was made by Mr. Folsom, seconded by Mr. Swift and unanimously approved by all members present.

The chairman stated that the principal office and location of the meeting also needed to be addressed by the Board. After discussion a motion was duly made by Mr. Swift that meeting of the Authority be held in the office of the Governor. Mr. Folsom seconded the motion and the chairman declared the motion unanimously approved when put to vote by members present.

After review and discussion, Mr. Swift proposed the following resolution:

BE IT RESOLVED by the Board of Directors of Alabama Judicial Building Authority that there is hereby adopted as the official and corporate seal of said Authority a seal having the words "Alabama Judicial Building Authority" around the perimeter thereof and the words "Corporate Seal" and "Alabama" in the center thereof and that an impression of said seal be made in the margin of the minutes of the meeting of said Board of Directors at which this resolution is adopted at or near the place therein wherein this resolution is recorded.

Mr. Swift moved that said resolution be adopted, which motion was seconded by Mr. Folsom, and, upon the said motion being put to vote, it was unanimously adopted by the affirmative votes of all the members present.

There then followed a general discussion concerning the purpose and powers of the Authority, the need for a new judicial center complex in Montgomery and the preliminary plans and studies which had been prepared.

The chairman stated that the general purpose for the Act was the construction of a new judicial building and called upon Mr. Clark to address the purpose and reasons for the Act to the Board. Mr. Clark stated that there was a real need for a new building, the courts were dispersed in different of areas of the city and they had simply outgrown their facilities. He stated that the City of Montgomery supported the new building. The chairman noted that an executive summary was included in the information made available to the members that concern the courts and the existing space.

The chairman called for questions or discussion on the Judicial Building Authority's purpose and there being none called upon the Building Commission to address the issue of the acquisition of the site that is being discussed for the judicial building. Mr. Swift responded that the Building Commission had met earlier in

the day and the judicial building was one of the subjects discussed. He stated that on March 17, 1987, a prior meeting of the Building Commission authorized the Commission to go forward with appraisals and negotiations on property on Dexter Avenue. He further stated that there was no action to report at this time and would report this at a later meeting. The chairman also noted to the Board that \$2,500,000 to purchase the property had been provided by the City of Montgomery through a bond issue. The chairman inquired on the method of financing. Mr. Swift responded that it was too early to comment on the financing and no architect had been selected at this time. He stated that it will be tied to the payment of rents by the judiciary for the use of the building and will be amortized over a period of time.

The chairman called for discussion on contracts for architectural services. Mr. Grenier responded that after discussion with Chief Justice Torbert prior to the meeting, he contemplated this meeting purely as an organizational meeting and that the site acquisition is the cornerstone upon which all future proceedings of the Authority will move forward and until this is done the Authority may wish to put off any action. The chairman inquired as to a timetable for acquisition. Mr. Swift stated that there was not a timetable due to negotiations with landowners and it is too indefinite at this time.

The chairman called for any other business to come before the Authority at this time. There being none a motion to adjourn was made by Mr. Folsom and seconded by Mr. Swift and was unanimously approved by all members present. The chairman declared the meeting to be adjourned.

Chairman

Secretary

CALL AND ACKNOWLEDGMENT OF NOTICE
OF THE ORGANIZATIONAL MEETING OF THE BOARD OF DIRECTORS OF
ALABAMA JUDICIAL BUILDING AUTHORITY

The undersigned, constituting all of the members of the Board of Directors of Alabama Judicial Building Authority, a public corporation and instrumentality of the State of Alabama, do hereby call and acknowledge receipt of notice of the time, place and purpose of the organizational meeting of the said Board of Directors to be held in the office of the Governor in Alabama State House, Montgomery, Alabama, on May 27, 1987, at 4:00 o'clock, p.m., Montgomery time, or at such later hour or on such later date in 1987 as any two members of the said Board of Directors may approve, and do hereby consent to the transaction at the said meeting (or at any resumption thereof should such meeting be recessed or adjourned) of such business as may come before the meeting including, but not limited to, recognition of the initial officers of the Authority, adoption of by-laws of the Authority and adoption of a corporate seal.

5-27-87
Date

H. Guy Hunt
H. Guy Hunt

5-27-87
Date

James E. Folsom, Jr.
James E. Folsom, Jr.

5-26-87
Date

C. C. Torbert, Jr.
C. C. Torbert, Jr.

5-27-87
Date

G. Robin Swift, Jr.
G. Robin Swift, Jr.

5-27-87
Date

James S. Clark
James S. Clark

MINUTES OF A MEETING OF THE
BOARD OF DIRECTORS OF THE
ALABAMA JUDICIAL BUILDING AUTHORITY
HELD ON SEPTEMBER 12, 1988

The Board of Directors of the Alabama Judicial Building Authority met in the Office of the Governor, Alabama State House, Montgomery, Alabama, on September 12, 1988, at 10:00 o'clock, a.m., pursuant to notice to each member of the Board.

Roll call was had and the following members were found to be present or absent:

PRESENT:

The Honorable Guy Hunt,
The Governor of the State of Alabama;

The Honorable James E. Folsom, Jr.,
Lieutenant Governor of the State of Alabama;

The Honorable James S. Clark,
Speaker of the House of Representatives of Alabama;

The Honorable Robin Swift, Jr.,
Director of Finance of the State of Alabama;

The Honorable C. C. Torbert, Jr.,
Chief Justice of the Supreme Court of Alabama;

Also present were: Mr. James Reddoch, Executive Secretary to Governor Hunt; Mr. Lee Miller and Mr. Jerry Carpenter, Legal Counsel for the Department of Finance; Mr. Gene Stabler, Assistant State Treasurer; Mr. Jack Dixon, Staff Counsel to Chief Justice Torbert; and Mr. Fairley McDonald, III, attorney representing State Building Commission.

Governor Hunt called the meeting to order and presided as Chairman of the meeting. Mr. Swift, as Secretary of the Authority, served as secretary of the meeting.

Governor Hunt declared a quorum present and opened the meeting for the transaction of business.

Copies of the minutes of the meeting of the Board held on May 27,

1987 were distributed to each member of the Board before the meeting and the chairman stated that he would entertain a motion to dispense with the reading of the minutes and to approve them as written. Motion was so made by Chief Justice Torbert, seconded by Mr. Folsom, and unanimously carried when put to vote of the membership. The chairman declared the minutes approved as presented.

The chairman called upon Mr. Fairley McDonald, attorney representing the State Building Commission in the acquisition of property on Dexter Avenue, to present the Authority with a status report. Mr. McDonald distributed survey maps to the members, noting the areas that have been acquired by the State Building Commission. [See Exhibit A]. He stated there are negotiations continuing with the owner of parcel #10 and at the present time there are four property owners that have filed suit pending in the United States District Court, for the Middle District of Alabama, challenging the acquisition. He described the properties as parcels 7, 11, 13, and 14. He advised that parcel 8 is not involved in the federal case, but there have been no recent negotiations. He further advised that acquisition of the property marked as acquired on the map was acquired by voluntary negotiation by the property owners and has been generally in the budget allocated to those properties.

Chief Justice Torbert inquired as to the length of time the federal case has been under submission. Mr. McDonald responded it has been under submission since the first of May when both parties had filed briefs. After brief discussion, the chairman called for any further questions or comments, and there being none moved to the next item on the agenda, the selection of bond counsel. He called upon Mr. Swift to address the issue.

Mr. Swift advised the members that the law firm of Balch and Bingham had thus far represented the Authority in the original legislation and following preparations for the last year and he would like to make the motion to nominate the firm as bond counsel. Chief Justice Torbert stated he would also like to comment on the excellent job they had done without benefit of any agreement they would be employed and would second the motion. The chairman called for any discussion and there being none, put the motion to vote of the membership, which was unanimously approved by all members present.

The chairman called upon Chief Justice Torbert to address the next item on the agenda regarding the selection of architect. Chief Justice Torbert advised the members on a procedure by which an architect would be selected. He further advised he had met with various representatives of his staff and the State Building Commission and would like to present a rather detailed procedure with the view towards getting the best, qualified architectural firm through a process of evaluation. His proposal to the Authority would be to request the State Building Commission to announce the proposed construction of the new Judicial Building by way of its usual memorandum and procedure to be sent to professional architectural firms with sufficient detail and notice in order that the interested firms can respond. He stated that preliminarily they had a program prepared by Dr. Michael Wong, an international expert in planning for this particular type of building. Mr. Jack Dixon distributed information regarding this plan to the membership. [See Exhibit B]. Chief Justice Torbert stated that in order to accomplish this architect selection he would propose that a "Slate Selection Board" be established to review the responses and identify the five best qualified firms based on established evaluation criteria.

The "Slate Selection Board" be composed of the following: Mr. Robert Crumpton, Executive Director, State Building Commission; Mr. Joseph M. McGee, Director, Office of Space Management; Mr Robert G. Esdale, Clerk of the the Supreme Court; Mr. William C. Younger, Supreme Court Marshal and State Law Librarian; Ms. Mollie Jordan, Clerk of the Court of Criminal Appeals; Mr. John Wilkerson, Clerk of the Court of Civil Appeals; Mr. Allen L. Tapley, Administrative Director of Courts; Mr. Maury Smith, Chairman of the State Bar Committee on the New Judicial Building; Mr. Jack C. Dixon, Staff Counsel to the Chief Justice, Project Coordinator; Dr. Michael Wong, President, Space Management Consultants, Spokane, Washington. He further stated that the "Slate Selection Board" would receive copies of the necessary criteria for use in evaluating material submitted by the interested parties, and would then recommend for further consideration, the top five architectural firms. Those firms would then have the opportunity to present to the "Final Selection Committee" an oral presentation and any printed material. He stated the "Final Selection Committee" would then rank the competing firms in numerical order, and present their recommendations to the Alabama Judicial Building Authority for approval.

The "Final Selection Committee" would be comprised of the following voting members: Governor Guy Hunt, or his designee; Chief Justice C. C. Torbert, Jr., representing the Supreme Court; Lieutenant Governor Jim Folsom; Judge John Patterson, representing Court of Criminal Appeals; Judge Richard L. Holmes, representing Court of Civil Appeals; State Finance Director G. Robin Swift; and Executive Secretary (Chief of Staff) James Reddoch.

Technical assistance will be provided by non-voting staff as follows: Dr. Michael Wong, Consultant; Dean Wayne Drummond, Consultant; Robert

Crumpton, Executive Director, State Building Commission; and Jack C. Dixon, Staff Counsel to the Chief Justice, Project Coordinator. Chief Justice Torbert stated that upon final selection by the Alabama Judicial Building Authority, the selected architectural firm will be advised and negotiations regarding fees, and other matters expeditiously undertaken. In the event negotiations are unsuccessful, the same procedure will be undertaken with the next ranking architectural firm until an agreement is reached. He further stated that the contracting process will be administratively conducted by the State Building Commission in accordance with the procedures usually followed in such projects for the State.

Chief Justice Torbert moved the adoption of the aforementioned plan. The chairman called for questions and discussion. Mr. Folsom stated that he felt the Chief Justice should be commended for the plan described for the selection and seconded the motion. The motion when put to vote of the membership was unanimously approved.

The chairman called for any other business. Chief Justice Torbert responded he had several discussions with the Retirement Systems in which they indicated they would provide interim financing should the Authority see the need.

The chairman called for any other business to come before the Authority at this time. There being none a motion to adjourn was made by Chief Justice Torbert, seconded by Mr. Folsom, and unanimously approved by all members present. The chairman declared the meeting to be adjourned.

Chairman

Secretary

MINUTES OF A MEETING OF THE
BOARD OF DIRECTORS OF THE
ALABAMA JUDICIAL BUILDING AUTHORITY
HELD ON DECEMBER 14, 1988

The Board of Directors of the Alabama Judicial Building Authority met in the Office of the Governor, Alabama State House, Montgomery, Alabama, on December 14, 1988, at 10:30 o'clock, a.m., pursuant to notice to each such member. Members of the Legislative Oversight Committee were also in attendance.

Roll call was had and the following members were found to be present or absent:

PRESENT:

The Honorable C. C. Torbert, Jr.
Chief Justice of the Supreme Court of Alabama;

The Honorable James E. Folsom, Jr.,
Lieutenant Governor of the State of Alabama;

The Honorable James S. Clark,
Speaker of the House of Representatives of Alabama;

The Honorable Robin Swift, Jr.,
Director of Finance of the State of Alabama;

ABSENT:

The Honorable Guy Hunt
The Governor of the State of Alabama;

LEGISLATIVE OVERSIGHT COMMITTEE

PRESENT:

The Honorable Charles Langford,
Member of the Alabama State Senate;

The Honorable Bill Fuller,
Member of the Alabama House of Representatives;

The Honorable Tom Coburn,
Member of the Alabama House of Representatives;

ABSENT:

The Honorable Roger Bedford,
Member of the Alabama State Senate;

The Honorable Jim Preuitt,
Member of the Alabama State Senate;

The Honorable William M. Slaughter,
Member of the Alabama House of Representatives;

In the absence of Governor Hunt, who serves as Chairman of the Alabama Judicial Building Authority, Chief Justice Torbert, as Vice Chairman, served as chairman of the meeting. Mr. Robin Swift as secretary of the Authority, served as secretary of the meeting. Justice Torbert declared a quorum present and opened the meeting for the transaction of business. He advised that copies of the minutes of the Authority's meeting of September 12, 1988, had been furnished with the notice of today's meeting. He stated he would entertain a motion to dispense with the reading of the minutes and to approve them as written. Motion was so made by Mr. Swift, seconded by Mr. Folsom, and when put to vote of the membership, was unanimously carried. The chairman declared the minutes approved as presented.

Chief Justice advised the first item of business was to consider the ^{an} of architect/engineering firm. He reviewed the process for selection of architect/engineering services for the new Judicial Building and advised that the Final Selection Committee had made recommendations to be acted upon by the Authority at today's meeting. Chief Justice Torbert further advised that the Final Selection Committee's report be attached to the minutes. [See Exhibit A]. He stated that the Final Selection Committee met in November and selected the following three architectural firms in rank order for consideration by the Authority: (1) Barganier, McKee, Sims of Montgomery, in association with Gresham, Smith and partners of Birmingham (2) Kidd, Plosser, Sprague of Birmingham (3) Blondheim/Mixon of Eufaula, with Chambless and Associates of Montgomery, in association with Skidmore, Owings and Merrill of Chicago. He further stated that

all the firm's presentations were excellent, and informative; Dr. Michael Wong and Dean Wayne Drummond, as consultants, were most unusually qualified and helpful to the Committee. Chief Justice Torbert called for discussion and consideration of the three architectural firms submitted for the Authority's selection and approval. After discussion, the chairman called for motion to accept the recommendations. Mr. Swift moved the adoption of the Final Selection Committee's report, Mr. Folsom seconded the motion, and when put to vote of the membership, was unanimously approved. The chairman declared the motion adopted.

Chief Justice Torbert advised that the Alabama State Building Commission would now begin negotiations with Barganier, McKee and Sims regarding fees, and other contractual matters. In the event negotiations are unsuccessful, the procedure will be undertaken with the next ranking architectural firm until an agreement is reached. He requested that the Authority allow his staff counsel, Mr. Jack Dixon, to act as project director to assist in the coordination of the negotiations, and he also requested the Authority consider retaining Dr. Wong on contract with this Authority to act as consultant on the project. He stated that all the firms considered have agreed to that arrangement if the Authority so desires to approve, and the contract would be entered into simultaneously with the architectural contract. He advised, as contemplated in earlier meetings of the Authority, Mr. Robert Crumpton, Director of the Alabama State Building Commission, would handle the administrative, procedural matters that may possibly evolve with the project. Chief Justice Torbert further advised it would be in the best interests of the Authority, as suggested by the architectural firms involved and Dr. Wong, that as the architectural contracts are entered into, there be a "working building committee". This committee would represent the various segments of the

court system, and would assist in the day to day decisions regarding the project. He suggested that a representative from the Supreme Court, the Court of Criminal Appeals, the Court of Civil Appeals, the Supreme Court Library, Administrative Office of Courts, and Office of the Chief Justice be on the "working building committee"; this would facilitate the ongoing design work of the project.

Chief Justice Torbert advised he had one other matter he wished to address. He stated that negotiations are going on for the remaining parcels of property for the judicial site, but if negotiations are not consummated soon, he felt it would be necessary to initiate condemnation proceedings. Mr. Swift advised that a meeting with bond counsel and the Alabama Building Commission attorney representing the Authority was scheduled, and a plan would be initiated to move forward with the site negotiations.

Chief Justice Torbert called for any other business to come before the Authority. There being none, he expressed his concern for Mrs. Hunt and his appreciation to the members for their presence. A motion to adjourn was made by Mr. Folsom, seconded by Mr. Swift, and unanimously approved by all members present. The chairman declared the meeting to be adjourned.

Vice Chairman

Secretary

MINUTES OF A MEETING OF THE
BOARD OF DIRECTORS OF THE
ALABAMA JUDICIAL BUILDING AUTHORITY
HELD ON JANUARY 12, 1989

The Board of Directors of the Alabama Judicial Building Authority met in the Governor's Conference Room, Alabama State House, Montgomery, Alabama, on January 12, 1989, at 9:00 o'clock, a.m., pursuant to notice to each such member. Members of the Legislative Oversight Committee were also in attendance.

Roll Call was had and the following members were found to be present or absent:

PRESENT:

The Honorable Guy Hunt,
The Governor of the State of Alabama;

The Honorable C. C. Torbert, Jr.
Chief Justice of the Supreme Court of Alabama;

The Honorable Jim Folsom, Jr.
Lieutenant Governor of the State of Alabama;

The Honorable G. Robin Swift, Jr.
Director of Finance of the State of Alabama; and

The Honorable James S. Clark,
Speaker of the House of Representatives of Alabama;

LEGISLATIVE OVERSIGHT COMMITTEE

PRESENT:

The Honorable Roger Bedford,
Member of the Alabama State Senate;

The Honorable Bill Fuller,
Member of the Alabama House of Representatives;

ABSENT:

The Honorable Charles Langford,
Member of the Alabama State Senate;

The Honorable Tom Coburn,
Member of the Alabama House of Representatives

The Honorable Jim Preuitt,
Member of the Alabama State Senate;

The Honorable William M. Slaughter,
Member of the Alabama House of Representatives;

Also present were: Mr. Jerry Carpenter, Legal Counsel for the Department of Finance; Mr. Jack Dixon, Staff Counsel to Chief Justice Torbert; Mr. Fairley McDonald, III, attorney representing State Building Commission; and Mr. Foster Clark, of the law firm of Balch, Bingham of Birmingham.

Governor Hunt called the meeting to order and presided as Chairman of the meeting. Mr. Swift, as Secretary of the Authority, served as secretary of the meeting.

Governor Hunt declared a quorum present and opened the meeting for the transaction of business.

Copies of the minutes of the meeting of the Board held on December 14, 1988, were mailed to the each member of the Board prior to the meeting and the chairman stated that he would entertain a motion to dispense with the reading of the minutes and to approve them as written. Motion was so made by Chief Justice Torbert, and seconded by Mr. Folsom, and when put to vote of the membership, was unanimously approved. The chairman declared the minutes approved as presented.

Governor Hunt advised the first item of business was consideration of the architectural/engineering agreement and requested Chief Justice Torbert address this matter.

Chief Justice Torbert stated he would address the architectural/engineering agreement and, consideration of the consultant agreement. He advised that at the last meeting the Authority approved the report of the Final Selection Committee, in regard to selection of an architectural firm, and authorized negotiations through the Alabama State Building Commission. He further advised that negotiations have been successful and an agreement with Barganier, McKee, and Sims Architects, in association with Gresham,

Smith & Partners Architects will be presented for the Authorities approval, as well as, a consultant agreement with Dr. Michael Wong, President of Space Management Consultants Inc. Chief Justice Torbert distributed copies of the proposed agreements to members of the Board for discussion and approval. He pointed out for the information of the members that the agreement is the standard form of the State Building Commission, with attachment A of the agreement specifying the compensation for basic services. The tentative budget for building and site work is as follows: Group IV-\$26,629,155.00 - Tentative Fee-6.3%; and interior design, Group V-\$2,929,205.00 - Tentative Fee 8.7%. Total cost being \$29,558,360.00. [See Exhibit A].

Chief Justice Torbert advised that the consultant agreement was a separate contract with the Authority, and that Dr. Wong would be working for the Authority, not the architect. He further advised Dr. Wong's contract was drafted by his staff counsel, Mr. Jack Dixon, and was based on 1.25% of the estimated project cost, or in terms of \$369,480.00. He stated that unlike the architect agreement, Dr. Wong's agreement involves a fixed fee, irrespective of any additional cost that might occur due to inflation. In the Wong agreement there is an allowance for a library consultant to be paid from that contract. [See Exhibit B]. After discussion, Justice Torbert moved the architectural/engineering agreement with Barganier, McKee, and Sims, and the consultant agreement with Dr. Wong, both be approved subject to the availability of temporary financing. Mr. Folsom seconded the motion and when put to vote of the membership was unanimously approved. The chairman declared the motion carried.

Governor Hunt called upon Mr. Swift to address the next item on the agenda pertaining to temporary financing. Mr. Swift distributed copies of a proposed resolution for discussion and consideration. He advised the members that the permanent financing for the new Judicial Building would be through a bond issue, payable over the years by the

rent of the space by the judicial branch of government, but there will be beginning expenses that will have to be considered before the bonds are issued, thus necessitating temporary financing. Mr. Swift stated that such expenses may fall in two basic categories, overruns above the City of Montgomery's allowance for purchase of land, and any fees being incurred during the early part of this planning phase, specifically, the architect and consultant agreements. After discussion he presented the following resolution:

R E S O L U T I O N

WHEREAS, the Alabama Judicial Building Authority (the "Authority") has been created to finance the acquisition and construction of a new judicial building complex for use by the unified judicial system; and

WHEREAS, preliminary to the construction of the said judicial building the Authority has authorized and approved the execution of an agreement between the Authority and Barganier/McKee/Sims in association with Gresham, Smith and Partners for the provision of architectural and engineering services (the "Architect's Agreement") and an agreement between the Authority and Space Management Consultants, Inc. for the provision of consulting services (the "Consultant's Agreement"); and

WHEREAS, pending the issuance of its bonds to finance the costs of the judicial building, the Authority has determined to arrange for temporary financing to provide for payment of the initial amounts due under the Architect's Agreement and the Consultant's Agreement and for the costs of acquiring the project site in excess of the funds available for such purpose from the City of Montgomery:

NOW THEREFORE, BE IT RESOLVED by the Board of Directors of the Authority as follows:

1. The Authority hereby authorizes and instructs the Secretary of the Authority to identify potential sources of temporary financing and to

make preliminary arrangements therefor, subject to the approval by the Board of Directors of the final forms of the documents to be delivered by the Authority.

2. The Chairman, the Vice Chairman, and the Secretary are hereby authorized and instructed to obtain the execution of the Architect's Agreement and the Consultant's Agreement by the parties to such agreements other than the Authority and to execute such agreements on behalf of the Authority; provided, however, that such agreements shall not be delivered on behalf of the Authority until such time as the Authority has made arrangements for the temporary financing referenced above.

Chief Justice Torbert^t moved the adoption of the aforementioned resolution, with special emphasis on the architectural/engineering and consultant agreements only being executed subject to temporary financing, seconded by Mr. Swift, and when put to the vote of the membership, was unanimously approved. The chairman declared the resolution adopted.

The chairman called upon Mr. Foster Clark to address the next items pertaining to the authorization to accept deeds from the Alabama Building Commission and the authorization to retain agents or attorneys to acquire any real property that may be required to complete the building site.

Mr. Clark advised that Mr. Fairley McDonald, attorney, representing the State Building Commission on the acquisition of property was present and would bring the members up to date on the acquisition. Mr. McDonald briefed the members that approximately one-half of the block had been acquired and negotiations were continuing for the remaining parcels of property. He further stated that the acquisition would continue in the name of the State Building Commission at the present time but, the City of Montgomery has a finite sum of money available, and when exhausted,

the State Building Commission will also have limited funds and, it is conceivable in the future, that the Authority will need to step forward and continue with funding from the temporary financing.

Governor Hunt called for any questions, and Senator Bedford inquired if the Authority was anticipating hiring attorneys and agents not already involved. Justice Torbert responded that he felt that the attorneys involved were excellent. Mr. Swift pointed out that the resolution was prepared with the possible movement of the acquisition process from the State Building Commission to the Authority, and retaining the same attorney working with the State Building Commission to this Authority. After further discussion, the following resolutions were presented:

R E S O L U T I O N

BE IT RESOLVED that the Secretary of the Authority is authorized to accept on behalf of the Authority any and all deeds conveying real estate acquired by the Alabama Building Commission for the location of the proposed judicial facility to the Alabama Judicial Building Authority.

Chief Justice Torbert moved the adoption of said resolution, seconded by Mr. Folsom, and when put to vote of the membership, was unanimously approved. The Chairman declared the resolution adopted.

R E S O L U T I O N

BE IT RESOLVED that the Chairman, Vice Chairman and Secretary are authorized to retain agents or attorneys on behalf of the Authority to acquire any real estate that may be necessary to complete the building site of the proposed judicial facility.

BE IT FURTHER RESOLVED that the said agents or attorneys are authorized to take any and all actions necessary to acquire any needed real estate including, but not limited to, payment or prices approved by the Chairman, Vice Chairman and Secretary; and, initiating proceedings on behalf of the Authority pursuant to the Alabama Eminent Domain Code.

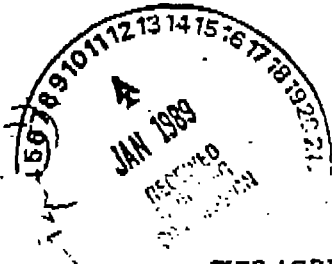
Justice Torbert moved the adoption of the said resolution, seconded by Mr. Folsom, and when put to vote of the membership, was unanimously approved. The chairman declared the resolution adopted.

Chief Justice Torbert advised this would be his last meeting with the Authority and expressed his appreciation for the cooperation of each member of the Authority in moving this project forward, also, his appreciation to the State Building Commission, especially Mr. Bob Crumpton for his efforts in the architectural selection process. Mr. Folsom commented on the excellent job and initiative shown by the Chief Justice on this project. Mr. Bedford expressed his appreciation to the Chief Justice for the open communication to the Legislative Oversight Committee on this project and his outstanding work as Chief Justice.

The chairman called for any other business and there being none, Chief Justice moved the meeting be adjourned, seconded by Mr. Swift, and when put to vote of the membership, was unanimously approved. The chairman declared the meeting adjourned.

Chairman

Secretary



STATE OF ALABAMA
AGREEMENT BETWEEN OWNER AND ARCHITECT

THIS AGREEMENT made the Twelfth day of January in the year Nineteen Hundred and Eight-Nine by and between the State of Alabama

JUDICIAL BUILDING AUTHORITY

hereinafter called the Owner and BARGANIER/McKEE/SIMS ARCHITECTS ASSOCIATED IN ASSOCIATION WITH GRESHAM, SMITH & PARTNERS ARCHITECTS, hereinafter called the Architect.

WITNESSETH, that whereas, the OWNER intends to erect A NEW JUDICIAL BUILDING FOR THE STATE OF ALABAMA

hereinafter called the Work, for which TWENTY-NINE MILLION, FIVE HUNDRED, FIFTY EIGHT THOUSAND, THREE HUNDRED AND SIXTY AND NO/100 Dollars (\$ 29,558,360.00) has been budgeted as the ~~XXXX~~ (tentative) Cost of the Work covered by this Agreement. (See Article 6).

NOW, THEREFORE, the Owner and the Architect, for the consideration hereinafter named, agree as follows:

ARTICLE 1. Basic Services. The Architect agrees to perform, for the abovementioned Work, the basic professional services A, and B, and C, and D, and E, as hereinafter defined: (Delete any not included).

- A. Consultation, preliminary research, analysis, and preparation and furnishing of schematic drawings.
- B. Preparation and furnishing of preliminary plans, outline specifications and estimates of cost.
- C. Preparation and furnishing of working drawings and specifications necessary for Contract purposes including sufficient proposal, contract, and bond forms for prosecuting the Work, but not to exceed 25 sets without reimbursement for cost of the reproduction; also, the procuring and analysis of bids when requested by the Owner. If additional sets of the contract documents are required, the Owner will pay the cost thereof, except those where cost of reproduction was paid by the recipient, upon submittal by the Architect of a certified tabulation showing the number of sets reproduced and the disposition of same.
- D. Preparation of contract documents, preparation of details and explanatory drawings, providing instructions necessary for the proper execution of the Work, and checking and approval of manufacturer's data and shop drawings.
- E. General administration of the construction contract, issuing of certificates of payment, and preparation of construction records. See Article 8 for definition.

When construction work is accomplished on any other than a lump sum contract basis and Service E is included in this Agreement, the payment therefor shall be subject to a fee adjustment as agreed to and stipulated under Article 15, or by subsequent

The A drawings are by the Owr of final plan

If, aft unforeseen e approved pr upon appro of an Amen

In the or allotted, c and changes of funds avn ements as r revising plan at no cost t Architect, t

ARTI percentages

- For A.
- For B.
- For C. Fifty per cent of the basic rate.
- For D. Five per cent of the basic rate.
- For E. Twenty per cent of the basic rate.

The schedule of Basic Fee Rates is divided into five (5) basic building type groupings as listed herewith, each grouping carrying the Basic Fee Schedule as tabulated hereinafter.

: approved preliminary id outline specifications ed with the completion

lans and specifications, quire changes from the revised estimate which, amount upon approval

most legally authorized will make such revisions in amount not in excess number of necessary doc- ovisions of Article 3 for architect will revise plans sidered necessary by the

agreement the following

Handwritten notes: 1.67 million @ 15% = 251,250.00
6-5470

BUILDING TYPE GROUPINGS

Group I. Parking structures and Repetitive Garages, Simple Loft Type Structures, Warehouses (exclusive of automated equipment), Other similar utilitarian type buildings, Farm Structures, Industrial Buildings without special facilities.

Group II. Armories, Apartments, Bakeries, Bowling Alleys, Cold Storage Facilities, Dormitories, Exhibition Halls, Freight Facilities, Hangars, Manufacturing/Industrial Plants, Metals, Office Buildings*, Packaging and Processing Plants, Printing Plants, Public Markets, Skating Rinks, Service Garages.

* Without tenant improvements.

Group III. Cinema, College Classroom Facilities, Convention Facilities, Correctional and Detention Facilities, Dining Halls (Institutional), Fire Stations, Gymnasiums*, Hotels, Laundries and Cleaning Facilities, Marinas, Nursing Homes, Office Buildings (with tenant improvements), Parks, Playground and Recreational Facilities, Police Stations, Post Offices, Publishing Plants, Restaurants, Schools (Elementary and Secondary), Specialty Shops, Stadiums, Transportation Terminals, Welfare Buildings, Neighborhood Centers and Similar Recreational Facilities, Banks, Exchanges and other financial institutions.

Extended Care Facilities, Hospitals, Laboratories, Libraries, Medical Schools, Medical Office Facilities and Clinics, Mental Institutions, Mortuaries, Public Health Centers, Religious Facilities, Research Facilities, Veterinary Hospitals.

Also Central Utilities Plants, Water Supply and Distribution Plants, Sewage Treatment and Underground System, Electrical Sub-station and Primary and Secondary Distribution Systems, Roads, Bridges and Major Site Improvements when any or all are considered incidental to an overall plan of architectural development.**

- Simple, prefabricated-preengineered, minimum types shall be classified under Group II.
 ** Will be grouped with Basic Architectural Service unless agreed in Article 15.

Group IV. Aquariums, Auditoriums, Airport Control Towers, Art Galleries, Breweries, College Buildings with special facilities, Communications Buildings, Exposition Buildings, Observatories, School (Special), Theaters and similar facilities.

Group V. Mausoleums, Memorials, Monuments, Residences*, Specialized Decorative Buildings, Custom Designed Furnishings.

* Unless otherwise agreed in Article 15.

SCHEDULE OF BASIC FEE RATE BY BUILDING TYPE GROUPINGS

COST OF WORK		GROUP AND FEE IN PERCENTAGE					COST OF WORK		GROUP AND FEE IN PERCENTAGE						
		I	II	III	IV	V			I	II	III	IV	V		
Up	to	\$100,000	2.0	3.0	10.0	11.0	12.0	6,000,001	to	8,000,000	4.2	3.2	6.2	7.2	8.2
100,001	to	200,000	7.0	8.0	9.0	10.0	11.0	8,000,001	to	10,000,000	4.1	3.1	6.1	7.1	8.1
200,001	to	300,000	6.0	7.0	8.0	9.0	10.0	10,000,001	to	12,000,000	4.0	3.0	6.0	7.0	8.0
300,001	to	400,000	5.9	6.9	7.9	8.9	9.9	12,000,001	to	14,000,000	3.9	2.9	5.9	6.9	7.9
400,001	to	500,000	5.8	6.8	7.8	8.8	9.8	14,000,001	to	16,000,000	3.8	2.8	5.8	6.8	7.8
500,001	to	600,000	5.7	6.7	7.7	8.7	9.7	16,000,001	to	18,000,000	3.7	2.7	5.7	6.7	7.7
600,001	to	700,000	5.6	6.6	7.6	8.6	9.6	18,000,001	to	20,000,000	3.6	2.6	5.6	6.6	7.6
700,001	to	800,000	5.5	6.5	7.5	8.5	9.5	20,000,001	to	22,000,000	3.5	2.5	5.5	6.5	7.5
800,001	to	900,000	5.4	6.4	7.4	8.4	9.4	22,000,001	to	24,000,000	3.4	2.4	5.4	6.4	7.4
900,001	to	1,000,000	5.3	6.3	7.3	8.3	9.3	24,000,001	to	27,000,000	3.3	2.3	5.3	6.3	7.3
1,000,001	to	1,250,000	5.2	6.2	7.2	8.2	9.2	27,000,001	to	30,000,000	3.2	2.2	5.2	6.2	7.2
1,250,001	to	1,500,000	5.1	6.1	7.1	8.1	9.1	30,000,001	to	33,000,000	3.1	2.1	5.1	6.1	7.1
1,500,001	to	1,750,000	5.0	6.0	7.0	8.0	9.0	33,000,001	to	36,000,000	3.0	2.0	5.0	6.0	7.0
1,750,001	to	2,000,000	4.9	5.9	6.9	7.9	8.9	36,000,001	to	39,000,000	2.9	1.9	4.9	5.9	6.9
2,000,001	to	2,500,000	4.8	5.8	6.8	7.8	8.8	39,000,001	to	42,000,000	2.8	1.8	4.8	5.8	6.8
2,500,001	to	3,000,000	4.7	5.7	6.7	7.7	8.7	42,000,001	to	46,000,000	2.7	1.7	4.7	5.7	6.7
3,000,001	to	3,500,000	4.6	5.6	6.6	7.6	8.6	46,000,001	to	50,000,000	2.6	1.6	4.6	5.6	6.6
3,500,001	to	4,000,000	4.5	5.5	6.5	7.5	8.5	50,000,001	to	and over	2.5	1.5	4.5	5.5	6.5
4,000,001	to	5,000,000	4.4	5.4	6.4	7.4	8.4								
5,000,001	to	6,000,000	4.3	5.3	6.3	7.3	8.3								

Fees shall not exceed above schedule unless approved by the Building Commission Director and the Governor. Lower fees may be negotiated when applicable considering the project size, complexity, cost, repetitions, etc. Fees for cost of work falling between any maximum limits shall be determined by interpolation.

AMENDED: Adopted July 6, 1937. Robert B. Crumpton, Director (Effective Date: August 10, 1937) Building Commission Meeting of May 20, 1937.

In changing from one cost bracket to the next higher bracket due to change orders, etc., the total fee shall remain at the maximum paid for the lower bracket until that amount and the new bracket fee are equalized, then the new bracket fee becomes effective.

For major renovation and alteration work the Basic Fee shall be increased by 25% in the proper Group Category. Method of Actual Application of the increase shall be defined in Article 15, otherwise the increase will not be allowable.

The applicable basic rate shall apply to the combined cost of all buildings or other work covered by this Agreement whether in one or more construction contracts, including separate contracts for any phase of the work. ***EXCEPT AS DESCRIBED IN ATTACHMENT "A" - ITEM**

The work covered by this agreement is hereby assigned to Group *******. If the work is so divided that more than one Group is involved, see Article 15 where the buildings or work in each Group are named, Group number given, and tentative budget for each Group is given. If this Agreement is for work not listed in any Grouping, see Article 15 for explanation. *****SEE ATTACHMENT "A" - ITEM #1**

In the case of substantial duplication of buildings covered under the scope of this Agreement, the Basic Fee for Services A, B, C, D, and E shall be applicable to the Cost of the Work for the first building. One-half of the Basic Fee for Services A, B, and C shall be applicable to the Cost of the Work for the second building which is a substantial duplication of the first. The fee for Services A, B, and C for other buildings which are substantial duplications of the first and second buildings shall be negotiated and defined in Article 15, but in no case shall exceed the fee for the first building. The fees for Services D and E shall be paid in full for duplicated buildings.

It is further agreed that under a subsequent Owner-Architect Agreement, the basic fee for any substantial duplication of buildings covered by this Agreement will be paid in accordance with the terms detailed above, except that any change in the fee schedule in effect at the date of the subsequent Agreement will be applicable.

Any special or unusual conditions not covered hereinbefore shall be as detailed in Article 15 - Special Provisions.

ARTICLE 3. Extra Services and Special Cases. If the Architect is caused extra design, drafting, supervision, or other major expenses due to major changes in completed work by the Owner in work performed in accordance with the Owner's instructions, or due to the delinquency or insolvency of the contractor, or as a result of damage by fire or storm, he shall be equitably paid for such expense and the services involved, provided that an amendment to this Agreement is executed for the extra work prior to the performance of same by the Architect. The amount to be paid for such extra work shall be based upon the Architect's records of his actual cost plus one hundred per cent (100%) allowance for overhead and profit. Actual cost to the Architect shall include (1) actual salaries of all employees involved, (2) proration of supervisory time, (3) consultant's fees, (4) laboratory fees if authorized by Owner, (5) travel, and (6) miscellaneous items such as telephone toll calls and extra printing. Allowance for overhead and profit shall include such items as normal office expense (rent, utilities, janitorial service, use of equipment, insurance) and the costs of mandatory and customary benefits such as holidays, vacations, pensions, insurance, FICA, etc.

ARTICLE 4. Termination of Agreement. This Agreement shall terminate without notice should the project be abandoned, or be postponed or delayed, for more than 12 months from the date of the Agreement. It may be terminated by the Owner at the expiration of ten (10) days after written notice to the Architect for any failure of the Architect to comply with the provisions of this Agreement.

If the Owner determines that the project is to be abandoned, postponed or delayed he shall notify the Architect in writing and the Architect shall immediately stop all work on the project. Payments to the Architect for work completed shall be in accordance with provisions of Article 5.

ARTICLE 5. Payments. From time to time during the execution of his work and in proportion to the amount of service rendered by the Architect on account of Services A, B, C, D, or E in this Agreement, payments shall be made until the aggregate of all payments made are equal to the percentages of the basic rate or rates arising from this Agreement computed on the Cost of the Work as hereinafter defined and/or modified.

Payments on account of Services A, B and C shall be due and payable as noted below upon completion of those phases and approval of same by the Owner. Payments on account of Services D and E shall be due and payable as noted below as the work progresses and shall be based upon an amount not to exceed the amount of work completed as approved on the periodic estimates of the Contractor or Contractors.

Upon satisfactory completion of construction work and its final acceptance by the Owner the Architect shall be paid any unpaid balance of fee due hereunder. Prior to such final payment under this contract or prior to settlement upon termination of the contract, and as a condition precedent thereto the Architect shall deliver to the Owner all required guarantees, record drawings or any other conditions named or implied in the Agreement.

Payments upon (1) the termination of the Agreement, (2) final payments upon completion of services prior to the determination of the final Cost of the Work, and (3) partial payments shall be computed from the agreed budget or the agreed estimate of the cost of the Work which ever is the lesser.

If the Owner abandons, delays, or postpones the project as defined in Article 4 the Architect shall deliver to the Owner copies of all documents either completed or in progress so that a determination of the status of the Service (s) involved may be determined to be used on a percentage of completion basis for payments to the Architect.

Other final payments shall be adjusted and computed from the final Cost of the Work as hereinafter defined and/or modified.

Any payments due for services under the provisions of Article 3 of this Agreement will be paid from time to time as the services are performed or the necessary expenses are incurred, and such payments shall be considered separate and distinct from payments made under the provisions of Articles 1 and 2.

ARTICLE 6. Definition of the Cost of the Work. For determination of the Architect's basic fees, the Cost of the Work means the cost to the Owner, but such cost shall not include any Architect's or Engineer's fees or reimbursements, or the cost of a Clerk-of-Works, or the cost of fixtures or equipment except built-in or attached equipment included in plans and specifications at the Owner's request, and shall not include construction costs, expenses or fees covered by Articles No. 3 and No. 15. The Cost of the Work shall not include the cost of movable equipment or furnishings unless requested in writing by the Owner and is defined in Article 15 or by amendment to the Agreement.

No deduction shall be made from the fee for architectural services on account of liquidated damages or other sums withheld from payments to contractors.

When labor or material is furnished by the Owner below its market cost, the Cost of the Work shall be computed upon such market cost in determining the agreed estimate of the Cost of the Work.

ARTICLE 7. Survey, Borings, and Tests. The Owner shall, insofar as the Work under this Agreement may require, furnish the Architect with the following information: A complete and accurate survey of the building site, giving the grades and lines of streets, pavements, and adjoining properties; the rights, restrictions, easements, boundaries, and contours of the building site; and full information as to sewer, water, gas and electrical services. The Owner shall pay for borings or test pits and for chemical, mechanical or other tests when required by the Architect for the preparation of plans and specifications.

ARTICLE 8. Administration of the Construction Contract. The Architect will endeavor to require the Contractor to strictly adhere to the plans and specifications, to guard the Owner against defects and deficiencies in the work of Contractors, and shall promptly notify the Owner in writing of any significant departure in the quality of materials or workmanship from the requirements of the plans and specifications, but he does not warrant the performance of the contract.

The Architect, as the representative of the Owner during the Construction Phase, shall advise and consult with the Owner and all of the Owner's instructions to the Contractor shall be issued through the Architect. The Architect shall have authority to act on behalf of the Owner to the extent provided in the General Conditions unless otherwise modified in writing.

The Architect shall at all times have access to the Work wherever it is in preparation or progress.

The Architect shall make periodic visits to the site and as hereinafter defined to familiarize himself generally with the progress and quality of the Work and to determine in general if the Work is proceeding in accordance with the Contract Documents. On the basis of his on-site observations as an Architect, he shall endeavor to guard the Owner against defect and deficiencies in the work of the Contractor. The Architect shall not be required to make continuous on-site inspections to check the quality or quantity of the Work. Architect shall not be responsible for construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, unless spelled out in the Contract Documents, and he shall not be liable for results of the Contractor's failure to carry out the work in accordance with the Contract Documents.

Based on such observations at the site and on the Contractor's Applications for Payment, the Architect shall determine the amount owing to the Contractor and shall issue Certificates for Payment in such amounts. The issuance of a Certificate for Payment shall constitute a representation by the Architect to the Owner, based on the Architect's observations at the site as provided in the preceding paragraph and on the data comprising the Application for Payment, that the Work has progressed to the point indicated, that to the best of the Architect's knowledge, information and belief, the quality of the Work is in accordance with the Contract Documents, and that the Contractor is entitled to payment in the amount certified. By issuing a Certificate for Payment the Architect shall not be deemed to represent that he has made any examination to ascertain how and for what purpose the Contractor has used the moneys paid on account of the Contract Sum.

The Architect shall have authority to reject Work which does not conform to the Contract Documents. The Architect shall also have authority to require the Contractor to stop the Work whenever in his reasonable opinion it may be necessary for the proper performance of the Contract. The Architect shall not be liable to the Owner for the consequences of any decision made by him in good faith either to exercise or not to exercise his authority to stop the Work.

The Architect shall review and approve shop drawings, samples, and other submissions of the Contractor only for conformance with the design concept of the Project and for compliance with the information given in the Contract Documents.

The Architect shall not be responsible for the acts or omissions of the Contractor, or any Subcontractors, or any of the Contractor's or Subcontractor's agents or employees, or any other persons performing any of the Work.

Administration of the Contract by the Architect shall include inspections by the Electrical and Mechanical Engineers who prepared the plans and specifications for the work. A final inspection and an inspection at the end of the one year guarantee period are required for all projects. In addition, inspection by Engineers must include: a minimum of one (1) inspection during construction where the cost of the work is \$50,000.00 or less; a minimum of two (2) inspections during construction where the cost of the work is between \$50,000.00 and \$500,000.00, and a minimum of three (3) inspections during construction when the cost of the work is in excess of \$500,000.00. For complex projects, additional inspections will be required as determined by the Director of Technical Staff, State Building Commission.

The administration of the contract by the Architect is not normally to be construed as meaning the furnishing of continuous inspection which may be obtained by the employment of a Clerk-of-Works. However, the administration shall be consistent with the size and nature of the work and must include, at least, one (1) inspection each week. A final inspection and an inspection at the end of the one year guarantee period shall be required on all projects. If included under Article 13, or if later authorized by the Owner by written amendment to this Agreement, a Clerk-of-Works acceptable to the Owner and Architect shall be engaged by the Architect at a salary satisfactory to the Owner and paid for by the Owner upon presentation of the Architect's monthly statements.

The Architect shall promptly furnish the Owner and each of the public agencies involved a copy of the written report of each inspection by him or his representative or engineers in a form approved by the State Building Commission and the agencies involved.

ARTICLE 9. Engineering Services. The Architect agrees that all plans, specifications, detail drawings, approvals, etc., for engineering services pertaining to the design of structural, mechanical, electrical and other specialized phases of engineering will be done by Professional Engineers registered in the State of Alabama and employed by the Architect for the particular work, except where such engineering services are of such minor nature as to be considered purely incidental to the architectural services required for the project. When such engineering services can be justifiably classified as purely incidental, then these services may be performed by persons regularly employed in the Architect's organization who are not registered Professional Engineers, but are particularly qualified by education, experience and training to do this type of work. Any question as to whether or not these services are purely incidental to the project will be resolved by decision of the Director of Technical Staff of the State Building Commission.

All plans prepared by Engineering Consultants shall be separately identified by title, sheet number, and official registration seal or signature and registration number. Engineering drawings shall not be combined with other drawings unless deemed to be in the "incidental" category.

Designated herewith (as applicable) are the Engineering Consultants or Associates:

<u>GEORGE DILLARD - GSP</u> Structural Engr. & Reg. No.	<u>MIKE FLYNN - GSP</u> Elec. Engr. & Reg. No.	<u>RAY CROSSLIN - GSP</u> Plumbing Engr. & Reg. No.
<u>RAY CROSSLIN - GSP</u> Heating, Ventilating & A/C Engr. & Reg. No.	<u>GEORGE T. GOODWYN</u> Civil Engr. & Reg. No.	Address
Address	Address	

No changes will be made in Consultants designated without prior written consent of the Owner.

ARTICLE 10. Approval of Plans and Specifications. Schematic, preliminary, and final drawings and specifications for all projects, the planning and construction of which is within the jurisdiction of the State Building Commission, shall be submitted to its Director of Technical Staff for approval in strict conformity with its established policies and procedures.

ARTICLE 11. Record Documents. When Service E is included in this Agreement, the Architect shall furnish the Owner two complete record sets of plans of the project as finally constructed, with all corrections, revisions, and changes clearly shown thereon; and two sets of specifications to which shall be attached copies of all contract change orders and modifications. The record documents shall be delivered to the Owner and/or the Building Commission as directed immediately after final inspection and before final Architect's inspection fee is paid.

ARTICLE 12. Ownership of Documents. Drawings and specifications as instruments of service are the property of the Architect, whether the Work for which they are made be executed or not.

Should the work as herein agreed be terminated on the completion of Services A, B, and C the Architect shall deliver, unless requested by the Owner to postpone delivery until so requested, up to 25 sets of plans and specifications. The Owner shall be entitled to use these plans and specifications, with or without modification, for the construction of all or part of one entire project as planned and specified without further payment to the Architect.

ARTICLE 13. Successors and Assignments. The Owner and the Architect each binds himself, his partners, successors, executors, administrators, and assigns to the other party to this Agreement, and to the partners, successors, executors, administrators, and assigns of such other party in respect of all covenants of this Agreement.

ARTICLE 14. Completion Schedule. The Architect agrees to furnish complete schematic drawings for review by the Owner and/or other public agencies within 60 calendar days after the Owner has furnished him a complete list of the requirements and site survey necessary for their development. The Architect further agrees to furnish complete preliminary plans, outline specifications and cost estimate for review by the Owner and other public agencies within 90 calendar days after receipt of necessary approvals of the schematic drawings; and to furnish complete final working drawings, specifications and contract document forms for review by the Owner and/or other public agencies within 210 calendar days after receipt of necessary approvals of preliminary documents.

ARTICLE 15. Special Provisions.

A. Upon recommendations of the Architect that the Contractor's work is substantially complete and ready for final inspection, a final inspection will be scheduled. However, if the work is found not to be substantially complete, and additional inspections are required, the Architect agrees to pay the Owner One Hundred Dollars (\$100.00) for each additional inspection required until the work is determined to be substantially complete by Building Commission inspection personnel.

AMENDED: Adopted March 28, 1988. Robert B. Crumpton, Direction (Effective Date: May 2, 1988)

SEE ATTACHMENT "A"

THE OWNER AND THE ARCHITECT hereby agree to the full performance of the covenants contained herein.

APPROVALS

By _____

By [Signature]
STATE OF ALABAMA BUILDING COMMISSION
Director of Technical Staff

CONTRACTING PARTIES

BARGANIER/MCKEE/SIMS and
GRESHAM, SMITH & PARTNERS

By [Signature] Architect
By [Signature] Lee H. Sims, Secretary/Treasurer
JUDICIAL BUILDING AUTHORITY
Owner

By _____
By [Signature] Vice ch

ATTACHMENT "A"

1. Compensation for Basic Services:

a. ARCHITECTURAL-ENGINEERING:

Building and Site Work - GROUP IV

Tentative Budget - \$26,629,155.00 - Tentative Fee-6.3%

b. INTERIOR DESIGN:

Furniture, Fixtures and Equipment - GROUP V

Tentative Budget - \$2,929,205.00 - Tentative Fee -8.7%

Fee shall be established in accordance with the separate cost of the work in each group, for Architectural-Engineering and for Interior Design.

2. Provide cost estimates as a part of Basic Services A, B and C. The initial estimate shall be conceptual in nature, employing square foot, unit cost method. Subsequent estimates shall increase in detail as the project design develops. The final estimate of probable construction cost shall be provided as a part of Service C and shall employ a material take-off method.

3. Provide complete Interior Design (Plans and Specifications) for the selection procurement and installation of all case-work, furnishings, accessories and related equipment.

Compensation for Interior Design Services shall be in accordance with Type V Construction Schedule for the cost of the Interior Design work.

4. Cooperate with the Owner's Judicial Consultant with respect to analyzing the Owner's needs and implementing the Owner's program in forms of space requirements/relationships, special equipment/systems, site requirements, etc.
5. Develop drawings and specifications for wired communication systems and security systems in cooperation with the Owner's Judicial Consultant.
6. Cooperate with the Owner's Judicial Consultant in recommending to the Owner alternates and separate or sequential bid packages.
7. Cooperate with the Owner's Clerk of the Works and other consultants retained by the Owner.
8. In addition to the structural, mechanical and electrical consultants, retain the services of a landscape architect, an acoustical/sound systems consultant; a lighting consultant; a communicative consultant and a security consultant.

9. Cooperate with the Owner's Judicial Consultant in phases of the work subsequent to the programming phase mentioned in Item #3.
10. Furnish to the Owner, a statement describing the division of responsibilities between the Joint Venture parties as outlined in their original proposal to the Architect/Engineer Selection Committee.
11. The Architect will assist the Owner, if requested, to secure and evaluate proposals from materials testing laboratories. The Owner and Building Commission must agree with the scope of services proposed before any tests are performed. The testing lab will be retained by the Owner not the Architect. The same applies to the selection of a mechanical testing firm.

The Owner shall furnish all site survey information as described in Article 7.

REIMBURSABLES

12. In lieu of blueline prints, the Architects will furnish the record documents referred to in Article 11, as mylar reproducible. Cost of printing mylars shall be reimbursed.
13. The Architect will furnish 25 sets bid documents. The Owner will reimburse the Architect for the any additional sets of documents printed for bidding and construction purposes. Printing subsequent to the receipt of bids shall be paid for by the party requesting the prints.
14. Provide a full time Project Representative (in addition to the Owner's on site Clerk of the works described in Article 8).

If more extensive representation at the site is required, the architect shall provide one or more Project Representatives to assist in carrying out such additional on-site responsibilities.

The Building Commission shall approve the selected Project Representative.

The Architect shall be compensated for the services of the on-site Project Representatives in accordance with Article 3 of this Contract.

END OF ATTACHMENT "A"

CONTRACT FOR CONSULTING SERVICES FOR THE DESIGN AND CONSTRUCTION
PHASES OF THE ALABAMA JUDICIAL BUILDING PROJECT IN MONTGOMERY, ALABAMA

This AGREEMENT is hereby made between the Alabama Judicial Building Authority, hereinafter known as the AUTHORITY, and Space Management Consultants, Inc., hereinafter known as SMC, on the date given below.

WHEREAS, the AUTHORITY desires to design and construct the Alabama Judicial Building in Montgomery in accordance with the facility program contained in the Final Report for the new Judicial Building, Montgomery, Alabama, completed by SMC and submitted on September 30, 1986;

WHEREAS, the AUTHORITY intends to design and construct an Alabama Judicial Building that will embody the most advanced concepts and the technology available for the design of the Judicial Building; and

WHEREAS, the AUTHORITY has selected SMC as the Judicial Consultant for this project, and desires to engage SMC to provide the technical and professional services hereinafter described;

THEREFORE, the parties do mutually agree as follows:

A. Employment of SMC:

The AUTHORITY hereby engages the services of SMC. SMC agrees to perform the services required of SMC hereafter set forth in connection with this project.

B. Project Scope and Objective:

The primary objective of this project is to develop the optimal and most efficient design and documentation for the Alabama Judicial Building in Montgomery. It is the intent of the AUTHORITY to construct a new judicial building to house the State of Alabama's appellate courts and support departments that will be the most functional, aesthetic and technologically advanced appellate court facility in this country -- one that will adequately and suitably satisfy the courts' specific needs. The new judicial building will accommodate the following courts and support functions:

- . The Supreme Court
- . The Court of Criminal Appeals
- . The Court of Civil Appeals
- . The Administrative Office of Courts
- . The Supreme Court and State Law Library

C. Project Tasks to be Performed:

In order to assure consistency and continuity in design quality and communication beyond the completed planning and programming phase, SMC is hereby contracted to the AUTHORITY to perform the following roles and tasks throughout the schematic design, design development, contract documentation, and construction phases of this project:

Task 1: Role as Consulting Architect and Program Consultant

(i) Development and Evaluation of Alternative Conceptual/Schematic Design Concepts:

- a. Interpret and explain both the scope and intent of the approved facility program and the design guidelines to the members of the A/E design team, using the SRAC diagrams as the link between the facility program and conceptual/schematic design development.
- b. Define, in detail, planning and design criteria, constraints and assumptions involved in site and building considerations.
- c. Assist the design team in developing and evaluating alternative planning and design concepts to provide adequate and suitable facilities to satisfy the facility needs of the courts and related departments included in this project.
- d. Discuss alternative conceptual planning and design solutions with Project Manager/Committee and other key court personnel, as necessary, to obtain additional input during the schematic design process.
- e. Participate in the presentation of alternative and recommended planning and design concepts to legislative and other committees, as necessary.
- f. Assist in the selection of the optimum design concept for further development of the schematic design.

(ii) Design Collaboration During Schematic Design Effort:

- a. Refine and review the architectural program and design concepts with the design team during the schematic design effort should the Supreme Court revise the scope and approach to this project.
- b. Answer questions and provide pertinent design information to the design team regarding functional, circulation, security, standards and guidelines, and architectural and performance aspects of schematic design concepts.
- c. Collaborate closely with the design team and special consultants in deriving the optimum schematic design solution.
- d. Prepare and provide conceptual diagrams and spatial layouts, when necessary, of recurrent and specialized spaces that require specific and precise criteria or layouts, such as courtrooms, judges' chambers, robing rooms, law library, judges' and attorneys' conference rooms, private offices, work stations, etc.
- e. Collaborate with engineering and special consultants, and provide pertinent design information and performance guidelines on the overall schematic building design, and the initial integration of

engineering and specialized systems to design solutions.

- f. Review all schematic design drawings, plans, outline specifications, and provide comments, input and suggestions to the design team.
- g. Participate in the design team's design presentations to Project Manager/Committee at scheduled meetings during the schematic design phase, as necessary.

(iii) Design Collaboration During Design Development and Contract Documentation:

- a. Answer detailed questions and provide pertinent information to the design team regarding functional, circulation, security, standards and guidelines, and other aspects of design development and contract documentation efforts.
- b. Collaborate with the design team and other consultants in deriving optimal detailed design solutions for the proposed judicial center.
- c. Collaborate with the design team and consultants in the development of detailed furniture and equipment layouts for all spaces, including courtrooms, judges' chambers, robing rooms, law library, conference rooms, private offices, work stations, and so on.
- d. Provide drawings and spatial layouts, when necessary, of specialized spaces that require specific and precise criteria or layouts.
- e. Collaborate with engineering, lighting, security, acoustic and other consultants, and provide pertinent and essential functional and performance criteria and guidelines on the design of individual spaces, the overall building design, and the integration of engineering and specialized systems to design solutions, such as automated record keeping, closed circuit television, duress alarms and other security equipment; cameras in courtroom; and media and press facilities.
- f. Review all design development and contract documents, including drawings, plans, specifications and details at various stages of their development, and provide comments, input and suggestions to the design team.
- g. Participate in the design team's design presentations to Project Manager/Committee at scheduled meetings during the design development and contract documentation efforts.

Task 2: Role as the Court System's Project Liaison:

- a. Coordinate programming efforts between the court system, the Project Manager/Committee, state agencies and the design team.

- b. Interpret court information and instructions to the design team, and convey project concerns and design issues or changes from the design team to the court and Project Manager/Committee. As project liaison, SMC's major responsibility throughout the project will be to avoid misunderstanding, misinterpretation and communication problems between the various project participants and the design team, and to insure that the design and contract documentation phases proceed with minimum review delays.
- c. Assist in the resolution of conflicting design issues between the design team, the court system, and the Project Manager/Committee, and recommend alternative solutions or interpretations.
- d. Conduct regular briefings and presentations, together with designated members of the design team, with the court system and the Project Manager/Committee.
- e. Conduct regular project review meetings with the judges, administrators and key personnel of the court system on all matters relating to the implementation of the judicial center master plan, and the construction and occupancy of the judicial building.

Task 3: Role as Observer and Advisor During the Construction Phase

- a. Make on-site observation of construction in progress at critical points to provide assurance that finishes, furniture, furnishings, landscaping, systems and equipment, etc. are properly installed and completed according to approved design documents and established standards.
- b. Make recommendations to the court system and the Project Manager/Committee on major changes, if any, to be implemented during the construction phase.
- c. In collaboration with the design team, review and comment on significant change orders that may affect design, finishes and/or furnishings of programmed spaces within the scope of this project.
- d. Oversee acoustical, lighting and other environmental tests to be conducted during the construction of the judicial building, and review and report on test results, if necessary.
- e. Meet with Project Manager/Committee on a regular basis regarding project progress, schedule changes, and any pertinent project matters.

The Project Team

SMC's proposed project team will consist of the following staff members:

Dr. F. Michael Wong, SMC's President and Principal Consultant: Dr. Wong will be personally involved in directing all aspects of SMC's involvement

in this project. He will be responsible for the quality of project deliverables, and will conduct presentations of recommendations to the Project Manager/Committee. Dr. Wong will personally work closely with judges, administrators, law librarians, and department heads to insure that the interests and concerns of the court system are fully and accurately addressed in both the facility program as well as in the final design documents produced for the project.

Mr. Gordon S. Wood, Managing Consultant and Ms. Terence Berggren, Project Managers: Mr. Wood and Ms. Berggren, will be responsible for the day-to-day management and operation of this project and will be responsible for the coordination of all aspects of SMC's involvement. Mr. Wood and Ms. Berggren will be the contact persons for this project.

Ms. Michelle Molloy and Ms. Karin Jensvold, Senior Planning Consultants: Ms. Molloy and Jensvold will work closely with Dr. Wong and Mr. Wood on all technical aspects of this project, and will provide major assistance in the area of standards and guidelines application, alternative design concepts evaluation, and design and interior review.

Ms. Valerie Durkin and Mr. Samuel Tsoi, Research and Administrative Assistants: Ms. Durkin and Mr. Tsoi will be responsible for the organization of data and information, and will assist the project team in researching and confirming facts and essential information. They will also be responsible for coordination of all projection and administrative efforts throughout this project.

Mr. Connie E. Bolden, Special Law Library Consultant: Mr. Bolden, Washington State Law Librarian, who worked closely with SMC's project team in the preparation of the law library section of the planning report during the planning and programming phase, will continue to serve as SMC's Law Library Consultant throughout the design and construction phases of this project. He will work closely with Mr. William Younger, State Law Librarian of Alabama, and with the design team on the internal layout of the Law Library in relation to the overall design of the judicial building.

Client's Responsibilities:

To facilitate the efficient and smooth operation and conduct of this project, the following services will be provided by the AUTHORITY:

1. A Project Committee will be created to provide direction to the A/E design team, and to review project deliverables. For maximum efficiency, this Committee should consist of a small number of members. It would also be desirable to have a designated representative empowered to make urgent or routine decisions on various aspects of the project without having to call extraordinary committee meetings for such matters.
2. In addition to the Project Committee, SMC requests that a Staff Project Manager be designated to be the contact person on this project. This person will assist in arranging meetings and

conferences with appropriate state and court personnel, in the review of project deliverables, and in coordinating the tasks to be performed by SMC's project team.

3. SMC will be provided secretarial, telephone, reproduction and printing assistance, at no cost, when the team is on-site to compile information, collaborate with the A/E design team, and make presentations.
4. SMC will be provided an office or conference room for use during on-site visits, equipped with regular office furniture and a telephone at a mutually agreed location.

Phase II Fee Compensation and Reimbursable Expenses

SMC will perform the above-listed roles and tasks for a fixed fee compensation calculated as follows: 1.25 percent of the 1988 estimated project cost as set out in SMC's final planning and programming report dated September 30, 1986 for a 261,150 gross square foot building at \$29,558,360, before inclusion of Professional Fees. This sum amounting to \$369,480. This amount includes all fee compensation and project expenses, other than traveling expenses, which will be reimbursed at 1.1 times actual expenses. This amount will be reduced by \$12,000, the amount already obligated by the Supreme Court to SMC for their service already performed under the contract dated October 21, 1988, for SMC's participation in the selection process for an A/E design team. The resulting fixed fee for SMC's participation under this contract being \$357,480.

Additionally, SMC will employ as a subcontractor for their effort, Mr. C. E. Bolden, as Law Library Consultant, for which they will be reimbursed. His estimated maximum involvement will be 200 hours at a rate of \$60 per hour. Including actual travel expenses, the total amount shall not exceed \$17,000. SMC will certify the amount due Mr. Bolden for services rendered and the AUTHORITY will review such for approval prior to making reimbursement for Mr. Bolden's services.

SMC's effort and fee compensation can be broken down by phase, as follows:

Major Phase	Approximate Percentage Lapsed Time Fee
Conceptual and Schematic Design	3 months 40 percent
Design Development	4 months 35 percent
Contract Documentation	5 months 20 percent
Construction	24 months 5 percent
TOTALS	36 months 100 percent

SMC will submit monthly fee statements according to the percentage of task completion, plus any reimbursable expenses. SMC expects to receive payment within 30 days of the date of such monthly statements of fee and expenses.

Acknowledgement

SMC will be officially acknowledged as the Judicial Consultant throughout this project. All drawings, documents, specifications, and on-site project boards listing architectural credits, and such future credits shall contain the following information:

Judicial Consultant: Dr. F. Michael Wong, Architect
Space Management Consultants, Inc.

Signed this _____ day of January, 1989.

ALABAMA JUDICIAL BUILDING AUTHORITY

SPACE MANAGEMENT CONSULTANTS, INC.

Governor Guy Hunt, Chairman

F. Michael Wong, President

Chief Justice C. C. Torbert, Jr.,
Vice Chairman

MINUTES OF A MEETING OF THE
BOARD OF DIRECTORS OF THE
ALABAMA JUDICIAL BUILDING AUTHORITY
HELD ON MAY 10, 1989

The Board of Directors of the Alabama Judicial Building Authority met in the Governor's Conference Room, Alabama State House, Montgomery, Alabama, on May 10, 1989, at 3:00 o'clock, p.m., pursuant to notice to each such member.

Roll call was had and the following members were found to be present or absent:

PRESENT:

The Honorable "Sonny" Hornsby,
Chief Justice of the Supreme Court of Alabama;

The Honorable G. Robin Swift, Jr.,
Director of Finance of the State of Alabama;

The Honorable James S. Clark,
Speaker of the House of Representatives of Alabama; and

The Honorable Jim Folsom, Jr.,
Lieutenant Governor of the State of Alabama;

ABSENT:

The Honorable Guy Hunt,
The Governor of the State of Alabama

Also present were: Messrs: Lee Miller, and Clay Crenshaw, Legal Counsel for the Department of Finance; Mr. Jack Dixon, Staff Counsel to chief Justice Hornsby; Mr. Gene Stabler, State Treasurer's Office; and Mr. Foster Clark, of the firm of Balch, Bingham of Birmingham.

In the absence of Governor Hunt, who is Chairman, Chief Justice Hornsby as Vice Chairman served as chairman of the meeting. Mr. Swift, as Secretary of the Authority, served as secretary of the meeting.

Chief Justice Hornsby declared a quorum present and opened the meeting for the transaction of business.

The chairman advised that copies of the minutes of the meeting

of the Board held on January 12, 1989, had been provided to each member prior to the meeting, and the chair would entertain a motion to dispense with the reading thereof and approve them as written. Motion was made by Mr. Clark, seconded by Mr. Folsom and unanimously approved when put to vote of the membership. The chairman declared the minutes approved.

The chairman advised the next item on the agenda was the consideration and approval of forms for temporary financing. He called upon Mr. Swift to address the issue. Mr. Swift stated that a resolution had been prepared for temporary financing in the amount of \$3,000,000 maximum principal, to finance the Judicial Building until the bonds are issued. He further stated that Mr. Foster Clark would briefly explain the resolution and answer any questions.

Mr. Clark advised he would not read the resolution, as it was rather lengthy, but would point out the key areas of information. He stated that Article II describes the details of the note, authorizes a note in the maximum amount of \$3,000,000, and also includes a provision that allows the draw down of the money as necessary. Mr. Clark advised there was an outside maturity date of two years; Section 2.2 sets the interest rate at 9.44%, which was calculated as the current yield on 1-year U.S. Government Treasury Bills, plus 25 basis points. After further explanation, he called for questions, and there being a brief discussion, Mr. Swift moved the adoption of the following proposed resolution:

RESOLUTION RELATING TO
\$3,000,000 MAXIMUM PRINCIPAL AMOUNT
ALABAMA JUDICIAL BUILDING AUTHORITY
BOND ANTICIPATION NOTE
SERIES 1989

ARTICLE I

DEFINITIONS, USE OF WORDS AND PHRASES AND FINDINGS

SECTION 1.1. Definitions and Use of Words and Phrases.

(a) The following words and phrases, wherever used in this Resolution, shall have the following respective meanings unless the context hereof clearly indicates otherwise:

"Act" means Act No. 86-420 enacted at the 1986 Regular Session of the Legislature.

"Architect's Agreement" means that certain agreement dated January 12, 1989, entered into by and between the Authority and Barganier/McKee/Sims in association with Gresham, Smith and Partners for the provision of architectural and engineering services for the design and construction of the Judicial Facilities.

"Authority" means the Alabama Judicial Building Authority, a public corporation of the State organized pursuant to the provisions of the Act.

"Board" means the Board of Directors of the Authority.

"Borrowing" means an extension of credit by the State Insurance Fund to the Authority under the procedures of Section 2.1 of this Resolution.

"Code" means the Code of Alabama 1975, as amended.

"Consultant's Agreement" means that certain agreement dated January 12, 1989 by and between the Authority and Space Management Consultants, Inc. for the provision of consulting services with respect to the design and construction of the Judicial Facilities.

"Judicial Facilities" means the facilities, land, building(s) and equipment to be acquired, constructed and installed by the Authority as described in Section 1 of the Act.

"Legislature" means the Legislature of Alabama.

"1989 Note" means the Bond Anticipation Note of the Authority authorized to be issued in Section 2.1 of this Resolution.

"Owner" means the person in whose name the 1989 Note is registered on the registry books of the Registrar.

"Permitted Investments" shall have the meaning given to such term in Section 1 of the Act.

"Registrar" means the State Treasurer of the State of Alabama in his capacity as registrar and transfer agent for the 1989 Note.

"State", when not used as a portion of a name or title, means the State of Alabama.

"State Insurance Fund" means the State Insurance Fund of the State.

"State Treasurer" means the person lawfully performing the functions of Treasurer of the State at any given time.

"Temporary Account" means a special account of the State Treasury designated as the "Alabama Judicial Building Authority 1989 Note Temporary Account" to be held by the State Treasurer for the benefit and credit of the Authority.

(b) The definitions set forth herein include both singular and plural. Whenever used herein, any pronoun shall be deemed to include both singular and plural and to cover all genders. "Herein", "hereby", "hereunder", "hereof", "hereinbefore", "hereinafter" and other equivalent words refer to this Resolution as an entirety and not solely to the particular portion in which any such word is used. The first letters of the words and phrases defined in this Section 1.1, wherever used in this Resolution, are, for ready recognition, capitalized as set out in this Section 1.1.

SECTION 1.3. Findings. The Board has ascertained and declared and does hereby find and determine as follows:

(a) Respecting the Existence and Powers of the Authority. The Authority has been duly organized and is existing as a public corporation and agency of the State under the provisions of the Act. The Authority is authorized by the Act to issue its

bonds, notes and other forms of indebtedness in the aggregate principal amount of up to \$40,000,000, for the purpose of providing funds for the construction, acquisition and installation of the Judicial Facilities and for the payment of the expenses of the sale and issuance of its bonds or notes, all as more specifically set forth in the Act.

✓ (b) Respecting Necessity for Issuance of the 1989 Note. The Authority has previously approved the execution and delivery by the Authority of the Architect's Agreement and the Consultant's Agreement, both of which require the payment of certain fees and expenses by the Authority. Further, the Authority anticipates that the final cost of acquiring the real estate to serve as the site for the Judicial Facilities may exceed the funds made available for such purpose by the City of Montgomery. The Authority has determined not to issue its long-term bonds for the financing of the Judicial Facilities at this time but instead to issue the 1989 Note, in the maximum principal amount of \$3,000,000, to provide a source of funding for the payment of the initial fees and expenses payable by the Authority under the Architect's Agreement and the Consultant's Agreement and for the costs of land acquisition in excess of the funds available from the City of Montgomery. It is the intention of the Authority to provide for the payment of the principal of, and interest on, the 1989 Note from the proceeds of the Authority's bonds to be sold at such time as the Authority deems to be most appropriate.

(c) Respecting the Desirability of Private Sale to the State Insurance Fund. The Board finds that sale of the 1989 Note to the State Insurance Fund through private sale and without competitive bidding is in the best interests of the Authority and the State.

ARTICLE II

AUTHORIZATION AND ISSUANCE OF THE 1989 NOTE; DETAILS OF THE 1989 NOTE

SECTION 2.1. Authorization of the 1989 Note; Procedures for Borrowings. Pursuant to the Act, and in order to provide funds for the purposes specified in Section 1.2(b) hereof, the Board

hereby authorizes the execution, issuance and delivery of the 1989 Note. The 1989 Note shall be issued in the stated principal amount of \$3,000,000, but shall provide that the Authority's liability thereunder shall be limited to the aggregate principal amount of all Borrowings actually made, plus interest thereon. Multiple Borrowings may be made under the 1989 Note at such times and in such amounts as may be necessary to provide funds for the purposes described in Section 1.2(b) hereof. The Secretary of the Authority is hereby charged with the responsibility for determining the date and amount of each Borrowing. Each Borrowing shall be initiated by a request submitted by the Secretary to the State Insurance Fund at least five (5) days prior to the date of the proposed Borrowing, containing the date and principal amount of the proposed Borrowing and directing the State Insurance Fund to deposit the funds to be so borrowed in the Temporary Account for the credit of the Authority. Funds shall be considered borrowed and outstanding under the 1989 Note as of the day on which they are deposited into the Temporary Account. The State Treasurer shall keep adequate records of the principal amount of each Borrowing and such records shall be conclusive as to the principal balance outstanding on the 1989 Note from time to time.

SECTION 2.2. Maturity and Interest Provisions. The entire outstanding principal balance of the 1989 Note shall be due and payable on a date which is two years subsequent to the date of the first Borrowing; provided, however, that the Authority shall have the right to prepay any or all of the outstanding balance of the 1989 Note at any time prior to maturity upon at least two (2) days notice. The 1989 Note shall bear interest on the outstanding principal balance thereof at the rate of nine and forty-four one-hundredths percent (9.44%) per annum (calculated as the yield on 1-year U. S. Government Treasury Bills as of the date of this resolution, plus 25 basis points), from the date of each Borrowing to and until the maturity or earlier prepayment of the 1989 Note. Interest shall be calculated on the basis of the actual number of days elapsed over a year of 360 days. All accrued interest on the 1989 Note shall be payable upon maturity or earlier prepayment. All installments of principal of and interest on the 1989 Note shall be payable at the office of the State Treasurer and shall bear interest after the maturity thereof until paid or until moneys sufficient for payment thereof shall have been deposited for that purpose with the State Treasurer, whichever first occurs, at the rate of interest borne by the 1989 Note.

SECTION 2.3. Form of and Legend on the 1989 Note. The 1989 Note shall have endorsed thereon, until such time as the State Treasurer shall have been advised to the contrary, as hereinafter provided, a legend or text in substantially the following form:

TRANSFER LEGEND

This Note has not been registered under the Securities Act of 1933, as amended, and may not be transferred, sold, offered for sale or pledged unless it is registered pursuant to such Act or unless, in the opinion of counsel satisfactory to the State Treasurer, an exception from such registration is available, and unless certain other conditions to transfer contained in the Resolution (described hereinbelow) are satisfied.

At such time as the Registrar is advised by counsel to the Authority that such legend is no longer required, the Registrar shall, on presentation of the 1989 Note, strike through the legend and execute a certificate to the effect that the legend has been removed by the Registrar or shall issue a new 1989 Note. The 1989 Note, the authentication certificate and the forms of legend and assignment applicable thereto shall be in substantially the following forms, with such insertions, omissions and other variations as may be necessary to conform to the provisions of this Resolution:

UNITED STATES OF AMERICA
STATE OF ALABAMA
ALABAMA JUDICIAL BUILDING AUTHORITY
BOND ANTICIPATION NOTE
SERIES 1989

TRANSFER LEGEND

This Note has not been registered under the Securities Act of 1933, as amended, and may not be transferred, sold, offered for sale or pledged unless it is registered pursuant to such Act or unless, in the opinion of counsel satisfactory to the State Treasurer, an exception from such registration is available, and unless certain other conditions to transfer contained in the Resolution (described hereinbelow) are satisfied.

For value received, the ALABAMA JUDICIAL BUILDING AUTHORITY, a public corporation of the State of Alabama (herein called the "Authority"), promises to pay to the

STATE INSURANCE FUND

or registered assigns, upon presentation and surrender hereof, in lawful money of the United States of America, solely out of the revenues and receipts hereinafter referred to, the principal sum of

THREE MILLION DOLLARS (\$3,000,000)

or such lesser amount as shall have been borrowed from time to time by the Authority and shall remain outstanding and unpaid hereunder, together with interest thereon at the rate of nine and forty-four one-hundredths per cent (9.44%) per annum, calculated on the basis of the actual number of days elapsed over a year of 360 days. Both the principal of and interest on this Note shall be payable on _____, 1991 at the office of the State Treasurer; provided, however, that the Authority may prepay all or any portion of the principal balance hereof at any time prior to maturity upon at least two (2) days notice to the holder hereof. Both the principal of and the interest on this Note shall bear interest after their respective maturities at the rate borne by this Note until paid or until moneys sufficient for payment thereof have been deposited for that purpose with the State Treasurer, whichever shall first occur.

This Note has been issued by the Authority pursuant to the provisions of Act No. 86-420 enacted at the Regular Session of the Alabama Legislature (the "Act") and a resolution of the Authority adopted on May _____, 1989 (the "Resolution"), for the purpose of providing funds for the payment of (i) certain architectural, engineering and consulting services incurred by the Authority in connection with the design and construction of certain judicial facilities, and (ii) a portion of the cost of acquiring the site for said judicial facilities. This Note is issued in anticipation of the issuance of long-term bonds by the Authority for the permanent financing of the said judicial facilities and the principal hereof and interest hereon are payable out of the proceeds from the sale of such long-term bonds. Payment of the principal of and interest on this Note is secured by a non-foreclosable mortgage upon the real estate acquired and to be acquired by the Authority in the City of Montgomery, Alabama to serve as the site for the judicial facilities to be constructed by the Authority.

The Authority is a public corporation of the State organized under the provisions of the Act and this Note is issued for purposes for which bonds and notes are authorized to be issued under the provisions of the Act. The covenants and representations herein contained or contained in the Resolution do not and shall never constitute a personal or pecuniary liability or charge against the general credit of the Authority, nor shall the State of Alabama in any manner be liable for payment of the principal of or the interest on this Note or for the performance of the undertakings of the Authority contained herein or in the Resolution.

It is hereby certified that all conditions, actions and things required by the Constitution and laws of the State of Alabama to exist, be performed and happen precedent to or in the issuance of this Note do exist, have been performed and have happened in due and legal form.

Subject to the limitations and conditions set forth in the Resolution, this Note is transferable by the registered owner hereof in person, or by duly authorized attorney, only on the registry books maintained by the State Treasurer and only upon surrender of this Note to the State Treasurer for cancellation, and upon any such transfer a new Note of like tenor hereof will be issued to the transferee in exchange therefor.

Execution of the authentication certificate hereon is essential to the validity hereof and is conclusive of the due issue hereof under the Resolution.

IN WITNESS WHEREOF, the Authority has caused this Note to be executed with the signature of its Chairman, has caused an impression of its corporate seal to be hereunto imprinted and has caused this Note to be attested by the signature of its Secretary, all as of _____, 1989.

ALABAMA JUDICIAL BUILDING AUTHORITY

By: _____
Guy Hunt
Chairman

By: _____
G. Robin Swift, Jr.
Secretary

[SEAL]

CERTIFICATE OF REGISTRATION

This Note is registered on the registry books of the Treasurer of the State of Alabama in the name of the person or entity shown below. The principal of and interest on the this Note shall be payable only to or upon the order of such registered owner.

<u>Date of Registration</u>	<u>In Whose Name Registered</u>	<u>Signature of State Treasurer</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____

[Form of Authentication Certificate]

This note is the 1989 Note authorized to be issued by the Alabama Judicial Building Authority pursuant to the provisions of Act No. 86-420 enacted at the 1986 Regular Session of the Legislature of Alabama and a Resolution duly adopted by the Board of Directors of the Authority on May _____, 1989.

By: _____
Authorized Delegate

Date: _____

[Form of Assignment]

For value received, _____ hereby sell(s), assign(s) and transfer(s) unto _____ the within note and hereby irrevocably constitute(s) and appoint(s) _____ attorney, with full power of substitution in the premises, to transfer this note on the books of the within-mentioned Registrar.

DATED this ___ day of _____, 19__.

NOTE: The name signed to this assignment must correspond with the name of the payee written on the face of the within bond in every particular, without alteration, enlargement or change whatsoever.

SECTION 2.4. Execution of the 1989 Note. The 1989 Note shall be executed in the name and behalf of the Authority by the Chairman or the Vice Chairman of the Authority and the seal of the Authority shall be affixed to the 1989 Note and attested by the Secretary of the Authority; provided, that either or both of such required signatures may be facsimiles of the signatures of such officials, and a facsimile of the seal of the Authority may be printed or otherwise reproduced on the 1989 Note rather than being manually affixed thereto. The said facsimile signatures shall be valid in all respects as if the official whose signature in facsimile is herein provided for had manually signed his or her signature on the 1989 Note, and the facsimile of the seal of the Authority reproduced on the 1989 Note shall be valid in all respects as if the seal of the Authority had itself been manually impressed on each thereof.

SECTION 2.5. Authentication of the 1989 Note. A duly executed authentication certificate (in the form prescribed in Section 2.3 hereof) of a delegate of the Authority, as authorized by the succeeding provisions of this Section, shall be endorsed on the 1989 Note, whether initially issued pursuant to this Resolution or thereafter issued in exchange for or replacement of the originally issued 1989 Note, and no 1989 Note shall be valid or obligatory for any purpose unless and until such authentication certificate shall have been duly executed by such an authorized delegate. The executed authentication certificate of any authorized delegate thereof endorsed upon any 1989 Note

shall be conclusive evidence of the due authentication, issuance and delivery of such Note pursuant to the provisions of the Act and this Resolution.

The Secretary of the Authority has designated the following named persons, each of whom is an employee of the State and is assigned to the Finance Department of the State or the State Treasurer's office, to authenticate the 1989 Note: Naomi Lockhart, Bobbie J. Kyser, Robert E. Stabler, Sharon A. Kolb, Charlotte Sims and J. Lamar Harris. ^{Williams} Each of such persons is hereby individually authorized, under the direction of the State Treasurer, to authenticate the 1989 Note prior to the delivery thereof to the State Insurance Fund by manually signing the authentication certificate endorsed on the 1989 Note.

SECTION 2.6. Registration and Transfer of 1989 Note. The State Treasurer shall be the registrar and transfer agent for the Authority and shall keep at his or her office proper registry and transfer books in which he or she shall note the registration and transfer of the 1989 Note, all in the manner and to the extent hereinafter specified.

The 1989 Note shall be registered as to both principal and interest, and shall be transferable only on the transfer books of the Registrar. Subject to the limitations contained in the last paragraph of this Section 2.6, the Registrar shall note on the 1989 Note, when the same is presented to him or her for registration or transfer and on the registry and transfer books, the date of such registration and the name of the registered owner. Such registration shall conclusively designate the Owner as the sole person to whom or on whose order payment of the principal of and interest on the 1989 Note may be made. After such registration, no transfer of the 1989 Note shall be valid unless it is presented to the Registrar with written power to transfer, properly stamped if required, in form and with guaranty of signature satisfactory to the Registrar, with such registration noted thereon by the Registrar.

Anything in this Resolution to the contrary notwithstanding, there shall not be effected, and the Registrar shall not permit, any transfer of the 1989 Note pursuant to the provisions of this Section 2.6 unless there has been delivered to the Registrar the legal opinion of counsel to the Authority described in Section 2.3 hereof to the effect that the restrictive legend described in Section

2.3 is no longer required or that an exception from registration applies to the transfer to be effectuated.

SECTION 2.7. Person Deemed Owner of 1989 Note. The Authority and the Registrar may deem and treat the person in whose name the 1989 Note is registered as the absolute owner thereof for all purposes and they shall not be affected by notice to the contrary; and all payments by any of them to the person in whose name the 1989 Note is registered shall, to the extent thereof, fully discharge and satisfy all liability for the same.

SECTION 2.8. Replacement of Mutilated, Lost, Stolen or Destroyed 1989 Note. In the event the 1989 Note is mutilated, lost, stolen or destroyed, the Authority shall execute and deliver a new 1989 Note of like tenor as that mutilated, lost, stolen or destroyed; provided that (a) if the 1989 Note is mutilated, such Note shall be first surrendered to the Authority and the Registrar, (b) if the 1989 Note is lost, stolen or destroyed, there is first furnished to the Authority and the Registrar evidence of such loss, theft or destruction satisfactory to each of them, together with indemnity satisfactory to each of them, and (c) all other reasonable requirements of the Authority are complied with. The Authority may charge the Owner with the expenses of issuing any such new 1989 Note.

ARTICLE III

SOURCE OF PAYMENT OF THE 1989 NOTE; SECURITY THEREFOR

SECTION 3.1. Source of Payment of the 1989 Note. The 1989 Note, including the principal thereof and all accrued interest thereon, shall be payable solely out of the proceeds from the sale of bonds or other forms of indebtedness of the Authority pursuant to the Act. The Authority hereby agrees to use its best efforts and to take all reasonable steps to assure that the Authority's bonds are issued at such time and in such amount as is necessary and appropriate to provide for the timely payment of the principal of and interest on the 1989 Note. Neither the 1989 Note nor any of the agreements therein or herein contained shall ever constitute an obligation or indebtedness of the State of Alabama, nor shall any of them at any time be construed to constitute

a personal obligation of any incorporator, officer or member of the Board.

SECTION 3.2. Security for the 1989 Note. As security for the payment of the principal of and interest on the 1989 Note, the Board hereby authorizes and approves the execution and delivery by the officers of the Authority of that certain Non-Foreclosable Mortgage (a copy of which shall be attached as an exhibit to the minutes of this meeting) pursuant to which the Authority will grant a non-foreclosable first mortgage upon the real estate described therein to the State Insurance Fund. In anticipation to the execution and delivery of such Mortgage, the Board hereby authorizes and directs the officers of the Authority to accept one or more deeds from the Alabama Building Commission for the purpose of conveying to the Authority the parcels of real estate which have been acquired and those which are subsequently acquired for the site of the Judicial Facilities.

ARTICLE IV

CREATION OF FUNDS; APPLICATION OF PROCEEDS OF 1989 NOTE

SECTION 4.1. Payment of Expenses of Issuance. Out of the proceeds received by the Authority from the initial Borrowing, the State Treasurer shall deposit in a special account (the "1989 Note Issuance Expense Account") of the State Treasury, an amount sufficient to pay all expenses of the Authority incurred in connection with the authorization, issuance and delivery of the 1989 Note as permitted by Section 11 of the Act. The State Treasurer shall pay all such expenses from said special fund upon presentation of proper warrants and supporting documentation submitted on behalf of the Authority by the Secretary of the Authority. Any balance remaining in said special fund at the end of two (2) months after the date of delivery of the 1989 Note shall be transferred to the Temporary Account provided for in Section 4.2 hereof.

SECTION 4.2. Temporary Account. The State Treasurer is hereby requested to establish and maintain a special fund in the State Treasury designated as the "Alabama Judicial Building Authority 1989 Note Temporary Account." The proceeds of each Borrowing shall be credited to the Temporary Account. Funds in the Temporary Account, and all earnings on such funds (other than amounts used to pay expenses pursuant to Section 4.1) shall be subject to being drawn upon by the Authority for

the purposes described in Section 1.2(b) of this Resolution.

Funds on deposit in the Temporary Account shall be invested in Permitted Investments at the direction of the Secretary of the Authority.

ARTICLE V

APPROVAL OF CERTAIN PRIOR ACTIONS

SECTION 5.1. The Board hereby ratifies and confirms all actions heretofore taken on behalf of the Authority by the Secretary and other officers of the Authority including, without limitation, the formulation of a proposed plan of financing, the negotiation of the issuance of the 1989 Note to the State Insurance Fund and the selection of the law firm of Balch & Bingham as bond counsel to the Authority for the purpose of assisting in the issuance of the 1989 Note.

ARTICLE VI

MISCELLANEOUS

SECTION 6.1. Provisions Constitute a Contract. The provisions of this Resolution shall constitute a contract between the Authority and the Owner of the 1989 Note.

SECTION 6.2. Execution and Delivery of Closing Items. The officers of the Authority, or any of them alone, are hereby separately authorized in the name and on behalf of the Authority, to take any and all actions, and to execute, deliver and accept such certificates, agreements, deeds, instruments and other documents in connection with the issuance and delivery of the 1989 Note, as they may deem necessary or advisable to effectuate the issuance and delivery of the 1989 Note and the signature of any of them on any such certificate, agreement, deed, instrument or document shall be conclusive evidence of the proper exercise of the discretion herein granted to them. All such actions taken by any of them are hereby ratified and confirmed as valid and binding upon the Authority.

SECTION 6.3. Severability Clause. The provisions of this Resolution are hereby declared to be severable. In the event that any provision or provisions hereof shall be held invalid by a court of competent jurisdiction, such invalidity shall not extend to any other provision of this Resolution.

SECTION 6.4. Effective date. This Resolution shall take effect immediately upon its adoption.

Mr. Folsom seconded the motion, and when put to vote of the membership, was unanimously approved. The chairman declared the resolution adopted.

Chief Justice Hornsby stated the next item of business was selection of underwriters and called upon Mr. Swift to brief the members on this matter.

Mr. Swift advised that this matter extends beyond the temporary financing, to the issuance of the actual bonds, and the selection of underwriters for the said bonds. He moved the following resolution be considered:

R E S O L U T I O N

WHEREAS, the Board of Directors of the Alabama Judicial Building Authority (the "Authority") anticipates the issuance by the Authority of up to \$40,000,000 aggregate principal amount of its revenue bonds pursuant to Act No. 86-420 enacted at the 1986 Regular Session of the Alabama Legislature (the "Act") to finance the acquisition and construction of the "Judicial Facilities" described in the said Act; and

WHEREAS, the amount and timing for the issuance of such bonds has not yet been determined but the Board of Directors desires to designate at this time the underwriters for the said bonds.

NOW THEREFORE BE IT RESOLVED by the Board of Directors of the Alabama Judicial Building Authority that the following firms are hereby designated to serve as underwriters for the sale of the Authority's bonds under the Act; The Frazer Lanier Company, Inc.; Merchant Capital Corporation; Sterne, Agee & Leach, Inc.; and Dean Witter Reynolds Inc. The Secretary of the Authority is hereby requested and directed, at such time as he deems appropriate, to negotiate the relative participation of each of said firms, to designate one or more of such firms as "lead manager" for the financing and to negotiate the provisions of the underwriting agreement to be executed by the Authority and the said underwriters.

Mr. Folsom seconded the motion, and when put to vote of the membership, was unanimously approved. The chairman declared the resolution adopted.

Chief Justice Hornsby advised the next item was the resolution providing the Authority to direct the execution of the architect and

consultant agreements. He also stated that the resolution provides that Mr. McDonald proceed with site purchases or condemnation of the land for the judicial building. The following resolution was presented for consideration:

R E S O L U T I O N

WHEREAS, the Alabama Judicial Building Authority (the "Authority") has made arrangements for temporary financing for the purpose of providing funds for the payment of certain architectural, engineering, and consulting services incurred by the Authority in connection with the design and construction of certain judicial facilities, and a portion of the cost of acquiring the site thereof.

NOW, THEREFORE, BE IT RESOLVED by the Board of Directors of the Authority as follows:

1. The Authority hereby authorizes and directs that action be taken to deliver the signed "architect's agreement" between the Authority and Barganier/McKee/Sims in association with Gresham, Smith and Partners with instructions to proceed with the performance of the contract, and that the "consultant's agreement" between the Authority and Space Management Consultant, Inc. be signed on behalf of the Authority and delivered to Space Management Consultants, Inc., with instructions to proceed with the performance of the contract.
2. The attorney presently retained to acquire necessary land for the site of the new judicial facility be instructed to continue to purchase and, if necessary, institute condemnation proceedings to acquire such land in the name of the State Building Commission, utilizing the remaining monies furnished by the City of Montgomery. Any funds required for that purpose in excess of the funds furnished by the City of Montgomery shall be from the above-mentioned temporary financing.

Mr. Swift moved the adoption of the resolution, seconded by Mr. Folsom, and when put to vote of the membership, was unanimously approved.

The chairman declared the motion carried.

Chief Justice Hornsby called for any other business, and there being none, called for motion to adjourn. Mr. Clark so moved, seconded by Mr. Folsom, and by vote of the membership, unanimously approved.

The chairman declared the meeting adjourned.

Vice Chirman

Secretary

**MINUTES OF A MEETING OF THE
BOARD OF DIRECTORS OF THE
ALABAMA JUDICIAL BUILDING AUTHORITY**

The Board of Directors of the Alabama Judicial Building Authority met in the Office of the Director of Finance, Alabama State House, Room 207, Montgomery, Alabama, on August 24, 1989, at 9:00 o'clock, a.m., pursuant to notice to each such member.

Roll call was had and the following members were found to be present or absent:

PRESENT:

The Honorable Guy Hunt,
Governor of the State of Alabama;

The Honorable "Sonny" Hornsby,
Chief Justice of the Supreme Court;

The Honorable G. Robin Swift, Jr.,
Director of Finance of the State of Alabama;

ABSENT:

The Honorable James S. Clark,
Speaker of the House of Representatives of Alabama; and

The Honorable Jim Folsom, Jr.,
Lieutenant Governor of the State of Alabama;

Also present were: Messrs: Lee Miller, and Jerry Carpenter, Legal Counsel for the Department of Finance; Mr. Jack Dixon, Staff Counsel to Chief Justice Hornsby; Mr. Alfred H. Mitchell, representing Mr. James S. Clark; Mr. Peck Fox, representing Mr. Jim Folsom, Jr.; Mr. Fairley McDonald, attorney for the Authority; Messrs. Lee Sims and Jim Barganier representing Barganier, McKee, Sims; and Messrs. Bob Cower and Charles Alexander representing Gresham, Smith and Partners, Architects.

Governor Hunt served as Chairman of the meeting. Chief Justice Hornsby served as Vice Chairman. Mr. Swift, as Secretary of the Authority, served as secretary of the meeting.

Governor Hunt declared a quorum present and opened the meeting for the transaction of business.

The chairman advised that the copies of the minutes of the meeting of the Board held on May 10, 1989, had been provided to each member prior to the meeting, and the chair would entertain a motion to dispense with the reading thereof and approve them as written. Motion was made by Mr. Hornsby, seconded by Mr. Swift and unanimously approved when put to vote of the membership. The chairman declared the minutes approved.

The chairman advised the next item on the agenda was the presentation of the design concept of the new judicial building by the architectural firm of Barganier, McKee, Sims. He called upon Mr. Lee Sims, who represented the firm, to make the presentation. Mr. Sims expressed the appreciation of the architects in their ability to represent the state of Alabama, on this project. Mr. Sims then presented the design concept and discussed the work that has gone into the project. Following a brief discussion, Mr. Hornsby moved the adoption of the following proposed resolution:

RESOLUTION

WHEREAS it is agreed that the design and appearance of a new state judicial building should be compatible and harmonious with the Capitol building and other such governmental structures within the Capitol Complex and that the design should result in a functional and asthetic judicial building that will reflect the dignity of the highest courts of the State of Alabama; and,

WHEREAS, the architects under contract for this project have this date presented a model and drawings representing the design concept:

NOW, THEREFORE, BE IT RESOLVED by the Board of Directors of the Authority as follows:

The Authority approves the design concept as presented on this date by architects by their model and drawings which incorporate the building program requirements as developed by Space Management Consultants, Inc., and consultation with Dean R. Wayne Drummond.

Mr. Swift seconded the motion and when put to vote the motion was unanimously carried.

The chairman then went to the next item on the agenda and called upon Mr. Hornsby to address the issue. Mr. Hornsby stated the estimated costs of construction had increased from \$29,558,000 to 33,900,000, but he and his staff felt comfortable with this number. He referred to a resolution, with an amendment attached which contemplates the execution of the amendment between the owner and architect which would raise the estimated amount. Governor Hunt inquired if funding was available to cover the increase. Mr. Hornsby responded affirmatively. There being no further questions, Mr. Hornsby made the motion to adopt the following resolution:

RESOLUTION

WHEREAS, The Alabama Judicial Building Authority (the "Authority") recognizes that approximately three years of inflation and other changes have occurred since the original Facility Program and cost estimates were developed for new Judicial Building and presented in September, 1986; and,

WHEREAS, more refined cost assessment has been achieved by the architects and consultants based on the revised Program, and reflected in the building concept presented this date; and,

WHEREAS, the contract with the architects date January 12, 1989, reflects the 1986 tentative costs, the contract should be amended to reflect the current estimated cost of such work.

NOW, THEREFORE, BE IT RESOLVED by the Board of Directors of the Authority as follows:

The appropriate officers are hereby authorized to amend the contract dated January 12, 1989, between the State of Alabama Judicial Building Authority and Barganier/McKee/Sims Architects Associated in association with Gresham, Smith and Partners, Architects, to change the tentative budget cost for the project from \$29,558,360 to \$33,900,000.

Mr. Swift seconded the motion and when put to vote, was unanimously approved.

The chairman moved to the next item on the agenda concerning the consultant contract between the Judicial Building Authority and Dean Wayne Drummond, and called upon Mr. Hornsby to address this item. Mr. Hornsby, at this time, introduced Dr. Drummond to the Authority. He stated the contract would allow the Authority to consult with Dr. Drummond throughout the duration of the project, as needed. He further recommended the Authority authorize the continued hiring of Dr. Drummond, and made a motion for the adoption of the following Resolution:

RESOLUTION

WHEREAS, the Alabama Judicial Building Authority (the "Authority") recognizes that for approximately 4 1/2 years, Dean R. Wayne Drummond, formerly Dean of the School of Architecture at Auburn University, and now Dean of the School of Architecture, Texas Tech University, has been consistently involved from the earliest planning stages up to the present time in the quest for a new judicial building for the State of Alabama; and,

WHEREAS, he was very involved in the selection process for our consultant, Space Management Consultants, Inc., as well as the extended selection process for the architect/engineers and has on many occasions proved of invaluable service and been directly involved in considerable cost-savings on several accounts because of his expertise; and,

WHEREAS, because of the continuity of his involvement and his unique value to this project, it is in the best interest of the project that Dean Drummond continue to be involved throughout the design and construction phase of this project on an "as needed" basis.

NOW, THEREFORE, BE IT RESOLVED by the Board of Directors of the Authority that the attached consultant contract be entered into between the Authority and Dean R. Wayne Drummond.

Mr. Swift seconded the motion and when put to vote unanimously approved. (See contract attached to minutes as Exhibit A).

Mr. Fairley McDonald then presented a status report regarding the condemnation of the four remaining parcels. He distributed to the members information of the parcels and advised that condemnation proceedings had been filed in Montgomery and was set for August 31. He further advised that negotiations could not be resolved with these property owners. There being no further discussion, Governor Hunt called upon Mr. Tony Peredy, President of the Montgomery Jaycees, to present his request to the Authority.

Mr. Peredy stated that he was requesting permission to use one of the parcel properties, at 315 Washington Avenue, for their haunted house project this year. He advised that the Fire Marshall had inspected the house, and pronounced it to be safe. He further advised the members on the worthwhile projects that were funded with proceeds from this event each year. A discussion followed in which legal counsel advised there be a clear written agreement that the Authority is named as additional insured and that it contemplate an indemnity agreement with no liability to the Authority. Mr. Hornsby so moved subject to proper safeguards, the Authority being named an insured, and subject to review by legal counsel on behalf of the State and Judicial Building to grant the request of the Jaycees. Mr. Swift seconded, and the motion was unanimously carried.

The chairman then asked for any other business. Mr. Jack Dixon asked for the authority's permission to look at availability for off site land for purposes of additional parking. Mr. Swift then asked if this would be within the budget restraints of the bond issue and Mr. Dixon responded affirmatively. The chairman asked for any objections and there were none.

Mr. Swift then made a motion to adjourn, Mr. Hornsby seconded, and the motion was carried. The chairman declared the meeting adjourned.

Governor Hunt, Chairman

Chief Justice Hornsby,
Vice Chairman

MINUTES OF A MEETING OF THE
BOARD OF DIRECTORS OF THE
ALABAMA JUDICIAL BUILDING AUTHORITY
JUNE 21, 1990

The Board of Directors of the Alabama Judicial Building Authority met in the Governor's Conference Room, Alabama State House, Montgomery, Alabama, on June 21, 1990, at 9:00 o'clock, a.m., pursuant to notice to each such member.

Roll call was had and the following members were found to be present or absent:

PRESENT:

The Honorable "Sonny" Hornsby,
Chief Justice of the Supreme Court;

The Honorable G. Robin Swift, Jr.,
Director of Finance of the State of Alabama;

The Honorable James S. Clark,
Speaker of the House of Representatives; and

The Honorable Peck Fox representing the
Honorable Jim Folsom, Jr., Lieutenant Governor of the
State of Alabama

ABSENT:

The Honorable Guy Hunt,
Governor of the State of Alabama;

Also present were: Mr. Lee Miller, Legal Counsel for the Department of Finance; Mr. Jack Dixon, Staff Counsel for Chief Justice Hornsby; Mr. Foster Clark and other representatives of the legal firm of Balch and Bingham; Mr. Clifford Lanier and representatives of The Frazer Lanier Company Incorporated; and Mr. Fairley McDonald, attorney for the Authority.

In the absence of Governor Hunt, who is Chairman, Chief Justice Hornsby as Vice Chairman served as chairman of the

meeting. Mr. Swift, as Secretary of the Authority, served as secretary of the meeting.

Chief Justice Hornsby declared a quorum present and opened the meeting for the transaction of business.

The chairman advised that copies of the minutes of the August 24, 1989 meeting had been provided to the membership, and called for motion to dispense with the reading and approve as presented. Mr. Swift so moved, seconded by Mr. Clark and unanimously approved by vote of the membership. The chairman declared the motion carried.

Chief Justice Hornsby advised that Mr. Foster Clark would address the members on the item of the bond resolution to be presented for approval.

Mr. Clark distributed copies of the bond documents to the members and briefly explained the purposes of the various articles of the bond resolution. He pointed out the bonds were awarded to the firm of Frazier Lanier in the amount of \$39,998,556.70 pursuant to the approval of the purchase contract. After a brief explanation, Mr. Clark advised that he had placed a notice, as provided in the Act creating this Authority, to appear in the newspaper today and next week stating that the Authority has adopted this Resolution calling for the issuance of these bonds and anyone objecting to the issuance must file their proceedings in the Circuit Court of Montgomery County within 20 days. Following questions and a brief discussion, the following resolution was presented for consideration:

RESOLUTION

Authorizing the Issuance and Sale of

**\$39,998,556.70
Alabama Judicial Building Authority
Revenue Bonds
(Judicial Facilities Project)
Series 1990**

TABLE OF CONTENTS

	<u>Page</u>
ARTICLE I	1
DEFINITIONS; USE OF PHRASES AND FINDINGS	1
Section 1.1 Definitions	1
Section 1.2 Definitions Contained in the Lease	5
Section 1.3 Use of Phrases	6
Section 1.4 Findings	6
ARTICLE II	6
SOURCE OF PAYMENT AND SECURITY FOR THE BONDS	6
Section 2.1 Source of Payment of the Bonds	6
Section 2.2 Security for the Bonds	6
ARTICLE III	7
EXECUTION AND AUTHENTICATION OF THE BONDS	7
Section 3.1 Execution of Bonds	7
Section 3.2 Authentication of the Bonds	7
Section 3.3 Replacement of Mutilated, Lost, Stolen or Destroyed Bonds	8
ARTICLE IV	8
REGISTRATION, TRANSFERS AND EXCHANGES OF THE BONDS	8
Section 4.1 Registration and Transfer of Bonds	8
Section 4.2 Person Deemed Owner of Bonds	9
Section 4.3 Exchange of Bonds	9
Section 4.4 Expense of Registration, Transfer and Exchange	9
Section 4.5 Provisions Respecting Registration of Bonds to Comply with Provisions of Internal Revenue Code of 1986	9
Section 4.6 Denominations and Registration of Bonds as Initially Issued	10
Section 4.7 Notations on Bonds by State Treasurer	10
ARTICLE V	10
GENERAL PROVISIONS RESPECTING REDEMPTION OF BONDS	10
Section 5.1 Manner of Effecting Redemption of Bonds	10
Section 5.2 Presentation of Bonds for Redemption. Bonds Called for Redemption to Cease to Bear or Accrue Interest	11
ARTICLE VI	12
THE BONDS	12
Section 6.1 Dates and Places of Payment of the Bonds	12
Section 6.2 Amount, Interest Rates and Maturities of Bonds	12
Section 6.2 Redemption Provisions	13
Section 6.3 Forms of Bonds	15
Section 6.4 Execution and Delivery of the Bonds	25
Section 6.5 Application of Proceeds from Sale of Bonds	25
ARTICLE VII	25
ADDITIONAL BONDS	25
ARTICLE VIII	25
CONCERNING THE PROJECT WORK AND PAYMENT OF PROJECT COSTS	25
Section 8.1 Agreement Respecting Completion of Project Work	25
Section 8.2 Construction Fund	25
Section 8.3 Investment of Construction Fund Moneys	28
Section 8.4 Capitalized Interest Account	28

ARTICLE IX	29
APPLICATION OF REVENUES AND CREATION OF SPECIAL FUNDS	29
Section 9.1 Bond Fund	29
Section 9.2 Redemption Fund	29
Section 9.3 Retirement of Bonds Under Certain Conditions. General Provisions Respecting Bond Fund	30
Section 9.4 Investment of Moneys in Funds Created Under this Resolution	30
Section 9.5 Commingling of Moneys in Separate Funds	32
Section 9.6 Rebate of Excess Investment Earnings to United States	32
Section 9.7 Payment Procedure Pursuant to Municipal Bond Insurance Policy	35
Section 9.8 Order of Payment of Authority Obligations if Rent Payments Insufficient	36
ARTICLE X	36
PARTICULAR COVENANTS OF THE AUTHORITY	36
Section 10.1 Payment of the Bonds	36
Section 10.2 Priority of Pledge	36
Section 10.3 Concerning the Lease	37
Section 10.4 Maintenance, Repairs, Changes, Alterations, Taxes and Other Charges	38
Section 10.5 Warranty of Title	39
Section 10.6 Sale of Project Prohibited Except under Certain Conditions. Consolidation of Authority with Other Public Corporation, etc.	39
Section 10.7 Freedom of Project from Liens	39
Section 10.8 Inspection by State Treasurer	39
Section 10.9 Insurance Covering the Project	40
Section 10.10 Further Assurances	40
ARTICLE XI	40
CERTAIN PROVISIONS RELATING TO THE POSSESSION, USE AND RELEASE OF PROJECT AND TO THE DISPOSITION OF INSURANCE PROCEEDS AND CONDEMNATION AWARDS	40
Section 11.1 Retention of Possession of Project by Authority	40
Section 11.2 Release of Project Equipment	40
Section 11.3 Release Upon Payment of Condemnation Award to State Treasurer	40
Section 11.4 Disposition of Condemnation Award	41
Section 11.5 Termination of Lease	41
Section 11.6 Release of Unimproved Parts of Project Site	41
ARTICLE XII	41
EVENT OF DEFAULT AND REMEDIES OF STATE TREASURER AND BONDHOLDERS	41
Section 12.1 Events of Default Defined	41
Section 12.2 Remedies on Default	42
Section 12.3 Application of Moneys Received from Enforcement of Remedies	43
Section 12.4 Rights, Powers and Remedies Vested in State Treasurer	43
Section 12.5 Rights of the Judicial System Upon Occurrence of an Event of Default	44
Section 12.6 Delay No Waiver	44
Section 12.7 Notice to Bondholders upon Occurrence of Event of Default	44
Section 12.8 Remedies Cumulative	44
ARTICLE XIII	45
CONCERNING THE STATE TREASURER	45
Section 13.1 Acceptance of Duties	45
Section 13.2 State Treasurer Authorized to Perform Certain Acts on Failure of Authority	46
Section 13.3 State Treasurer May Institute Suit, etc	46
Section 13.4 State Treasurer and Authority Required to Accept Directions and Actions of Judicial System	47

ARTICLE XIV	47
AUTHORIZATION OF SUPPLEMENTAL RESOLUTIONS AND MODIFICATION OF THE LEASE	47
Section 14.1 Supplemental Resolutions without Bondholder Consent	47
Section 14.2 Supplemental Resolutions Requiring Bondholder Consent	48
Section 14.3 Adoption of Supplemental Resolutions	48
Section 14.4 Amendments to Lease	48
Section 14.5 Notices with Respect to Supplemental Resolutions and Certain Changes in the Lease	49
Section 14.6 Discretion of the State Treasurer	49
ARTICLE XV	49
DEFEASANCE	49
Section 15.1 Satisfaction of Resolution	49
Section 15.2 Additional Conditions Regarding Bonds	51
Section 15.3 Cancellation of Bonds	51
Section 15.4 Payment to Judicial System of Remaining Trust Fund Moneys	51
ARTICLE XVI	51
SALE OF THE BONDS; APPROVAL OF THE LEASE	51
Section 16.1 Use of Official Statement	51
Section 16.2 Sale of the Bonds	52
Section 16.3 Approval of the Lease	52
ARTICLE XVII	52
MISCELLANEOUS PROVISIONS	52
Section 17.1 Disclaimer of General Liability	52
Section 17.2 Retention of Moneys for Payment of Bonds	53
Section 17.3 Payments Due on Saturdays, Sundays and Holidays	53
Section 17.4 Form of Requests, etc., by Bondholders	53
Section 17.5 Limitation of Rights	53
Section 17.6 Manner of Proving Ownership of Bonds	53
Section 17.7 No Arbitrage	53
Section 17.8 Resolution Governed by Alabama Law	54
Section 17.9 Notice	54
Section 17.10 Notices to be Given to the Insurer	54
Section 17.11 Consent of the Insurer	55
Section 17.13 Publication of Notice	55
Section 17.13 Severability	56
Section 17.14 Article and Section Captions	56
Section 17.15 Effective Date	56
EXHIBITS	
Exhibit A Project Site	
Exhibit B Project Equipment	
Exhibit C Eligible Investments	
Exhibit D Preliminary Official Statement	
Exhibit E Official Statement	
Exhibit F Contract of Purchase	
Exhibit G Form of Lease	

BE IT RESOLVED by the Board of Directors (the "Directors") of the ALABAMA JUDICIAL BUILDING AUTHORITY (the "Authority") as follows:

ARTICLE I

DEFINITIONS; USE OF PHRASES AND FINDINGS

Section 1.1 Definitions. The following words and phrases and others evidently intended as the equivalent thereof shall, in the absence of clear implication herein otherwise, be given the following respective interpretations herein:

"Act" means Act No. 86-420, enacted at the 1986 Regular Session of the Alabama Legislature, and codified as Code of Alabama 1975, Title 41, Chapter 10, Sections 260 through 284, as now amended and supplemented and as from time to time hereafter amended and supplemented.

"Accreted Amount" means, with respect to each Capital Appreciation Bond, the value thereof from time to time, which value (per \$5,000 Maturity Amount) is set forth in the form of the Capital Appreciation Bonds for the Closing Date and for each January 1 and July 1. For any date other than the Closing Date and January 1 and July 1, the Accreted Amount shall be determined by straight line interpolation between the amounts set forth on the form of the Capital Appreciation Bonds using an assumed 180-day period between such dates.

"Authority" means Alabama Judicial Building Authority, a public corporation of the State of Alabama, its successors and assigns and any public corporation resulting from or surviving any consolidation or merger to which it or its successors may be a party as provided in Section 10.6 hereof.

"Authorized Denominations" means (i) in the case of Current Interest Bonds, the principal sum of \$5,000 and any integral multiple thereof, and (ii) in the case of Capital Appreciation Bonds, the Maturity Amount of \$5,000 and any integral multiple thereof.

"Basic Rent" means (i) the moneys payable by the Judicial System pursuant to the provisions of Section 5.2 of the Lease, and (ii) any other moneys payable by the Judicial System under the Lease to provide for the payment of the principal of and the interest and premium (if any) on the Bonds (other than the aforesaid moneys payable pursuant to Section 5.2 of the Lease).

"Bond Counsel" means Independent Counsel whose opinion respecting the legality or validity of securities issued by or on behalf of states or political subdivisions thereof is nationally recognized.

"Bond Fund" means the Alabama Judicial Building Authority Bond Principal and Interest Fund created in Section 9.1 hereof.

"Bond Year" means the twelve month period beginning on June 1 of any calendar year and ending on May 31 of the next succeeding calendar year.

"Bondholder" means the Owner of a Bond.

"Bonds" means those certain Revenue Bonds (Judicial Facilities Project), Series 1990 authorized to be issued under this Resolution in the initial principal amount of \$39,998,556.70.

"Building Commission" means the Alabama Building Commission created by Act No. 45-128 adopted at the 1945 Regular Session of the Alabama Legislature, and any successor agency thereto.

"Capital Appreciation Bonds" means those Bonds maturing in the years 2000 through 2012, inclusive, as to which interest shall not be payable currently but shall accrue from the date of such Bonds and shall be payable at maturity or upon redemption.

"Capitalized Interest Account" means the Alabama Judicial Building Authority Construction Fund—Capitalized Interest Account created in Section 8.4 hereof.

"Closing Date" means the date upon which there is an exchange of the Bonds for the proceeds representing the purchase of the Bonds by the Underwriters.

"Code" means the Internal Revenue Code of 1986, as amended.

"Construction Contract" means the construction contract to be entered into between the Authority and the firm or firms selected as general contractor(s) for the Project, providing for the construction, installation and equipping of the Building.

"Construction Fund" means the Alabama Judicial Building Authority Construction Fund created in Section 8.2 hereof.

"Contract of Purchase" means that certain Contract of Purchase between the Authority and the Underwriters specifying the conditions pursuant to which the Bonds are to be sold.

"Current Interest Bonds" means those Bonds maturing in the years 1994 through 1999 inclusive, and in 2014, as to which interest shall be payable on the Interest Payment Dates.

"Debt Service" means the scheduled amount of interest and amortization of principal payable on the Bonds during the period of computation, excluding amounts scheduled during such period which relate to principal which has been retired before the beginning of such period.

"Directors" means the Board of Directors of the Authority.

"Earnings Fund" means the fund by that name created in Section 9.6 hereof.

"Eligible Investments" means (i) Federal Securities and (ii) any other debt securities in which the Authority is legally authorized to invest its moneys, but only if such debt securities are described on Exhibit C to this Resolution.

"Event of Default" means an "Event of Default" as specified in Section 12.1 hereof.

"Excess Investment Earnings" means an amount equal to the sum of:

(i) the excess of

(A) the aggregate amount earned from the Closing Date on all Nonpurpose Investments in which Gross Proceeds of the Bonds are invested (other than amounts attributable to an excess described in this paragraph (i)), over

(B) the amount that would have been earned if the Yield on such Nonpurpose Investments (other than amounts attributable to an excess described in this paragraph (i)) had been equal to the Yield on the Bonds,

plus

(ii) any income attributable to the excess described in paragraph (i).

"Federal Securities" means (i) any debt securities that are direct and general obligations of the United States of America and (ii) any debt securities payment of the principal of and the interest on which is unconditionally guaranteed by the United States of America.

"Fiscal Year" means the period of twelve consecutive calendar months beginning on October 1 in any calendar year and ending on September 30 of the next succeeding calendar year or any other period of twelve consecutive months that may hereafter be adopted as the fiscal year of the State.

"Fund" means any fund created under this Resolution, including the Bond Fund, the Construction Fund, the Redemption Fund, the Earnings Fund and the Rebate Fund.

"Gross Proceeds" means the sum of the following amounts:

(i) original proceeds, namely, net amounts received by or for the Authority as a result of the sale of the Bonds, excluding original proceeds which become transferred proceeds (determined in accordance with applicable Regulations) of obligations issued to refund in whole or in part the Bonds;

(ii) investment proceeds, namely, amounts received at any time by or for the Authority, such as interest and dividends, resulting from the investment of any original proceeds (as referenced in clause (i) above) or investment proceeds (as referenced in this clause (ii)) in Nonpurpose Investments, increased by any profits and decreased (if necessary, below zero) by any losses on such investments, excluding investment proceeds which become transferred proceeds (determined in accordance with applicable Regulations) of obligations issued to refund in whole or in part the Bonds;

(iii) sinking fund proceeds, namely, amounts, other than original proceeds or investment proceeds (as referenced in clauses (i) and (ii) above) of the Bonds, which are held in the Bond Fund, Redemption Fund and any other Fund to the extent that the Authority reasonably expects to use such other Fund to pay Debt Service on the Bonds;

(iv) amounts in any fund established as a reasonably required reserve or replacement fund;

(v) Investment Property pledged as security for payment of Debt Service on the Bonds by the Authority;

(vi) amounts, other than as specified in this definition, used to pay Debt Service on the Bonds; and

(vii) amounts received as a result of investing amounts described in this definition.

"Indebtedness" means all indebtedness of the Authority at the time secured by this Resolution, including, without limitation, (i) all principal and Maturity Amount of, and interest and premium (if any) on the Bonds, and (ii) all repayments required to be made to the Insurer for payments made by the Insurer to Bondholders.

"Insurer" means AMBAC Indemnity Corporation, a Wisconsin-domiciled stock insurance company, as issuer of the Municipal Bond Insurance Policy.

"Interest Payment Date" means any January 1 or July 1, commencing January 1, 1991.

"Investment Property" means any security (as said term is defined in section 165(g)(2)(A) or (B) of the Code), obligation, annuity contract or investment-type property, excluding, however, obligations the interest on which is excluded from gross income, under Section 103 of the Code, for federal income tax purposes, but including, however, "specified private activity bonds" as defined in Section 57(a)(5)(C) of the Code.

"**Judicial System**" means the Unified Judicial System of the State of Alabama, created under Article VI of the Constitution of Alabama of 1901, as amended by Amendment No. 328 to the Constitution of Alabama of 1901.

"**Lease**" means that certain Lease Agreement dated as of June 1, 1990, between the Authority and the Judicial System as it now exists and as it may from time to time be modified, supplemented or amended as permitted by Article XIV of this Resolution.

"**Lease Default**" means an "Event of Default" under the Lease, as such term is defined in the Lease.

"**Mandatory Redemption Requirement**" means the provisions for mandatory redemption of Bonds contained in Section 6.2(b) hereof.

"**Maturity Amount**" means the amount payable to the Owner of a Capital Appreciation Bond at maturity, which amount shall include both principal and accrued interest on such Bond.

"**Municipal Bond Insurance Policy**" means the municipal bond insurance policy issued by the Insurer insuring the payment when due of the principal and Maturity Amount of and interest on the Bonds as provided therein.

"**Municipality**" means the City of Montgomery, Alabama, and any municipal corporation resulting from or surviving any consolidation or merger to which it or its successors may be a party.

"**Net Proceeds**", when used with reference to the Bonds, means the initial principal amount of the Bonds at issuance, plus accrued interest and premium, if any, less original issue discount (in the case of Current Interest Bonds) and less proceeds deposited in a reasonably required reserve or replacement fund.

"**Newspaper**" means a newspaper printed in the English language, published not less than five days during each calendar week and being published or having general circulation in such localities as may be herein specified, if there be any such; otherwise published not less than once during each calendar week.

"**Nonpurpose Investment**" means any Investment Property which is acquired with the Gross Proceeds of the Bonds and is not acquired in order to carry out the governmental purpose of the Bonds.

"**Outstanding**" or "outstanding", when used with reference to any of the Bonds, means, at any date as of which the amount of such Bonds outstanding is to be determined, all such Bonds which have been theretofore authenticated and delivered by the State Treasurer under this Resolution, except (i) those of such Bonds purchased for retirement which have been delivered to and cancelled by the State Treasurer, (ii) those of such Bonds cancelled by the State Treasurer because of payment at or redemption prior to maturity, (iii) those of such Bonds for the payment or redemption of which provisions shall have been made with the State Treasurer as provided in Section 15.1 of this Resolution, and (iv) those of such Bonds in exchange for which, or in lieu of which, other Bonds have been authenticated and delivered under this Resolution.

"**Owner**" means the registered owner of a Bond as shown on the registration books of the State Treasurer.

"**Project**" means the Project Site (as defined in the Lease and described on Exhibit A hereto), the Building (as defined in the Lease) and the Project Equipment (as defined in the Lease and described on Exhibit B hereto), and all other property and rights of every kind that are or become subject to the demise of the Lease.

"Project Supervisor" means the person identified and serving as the "Clerk of the Works" under the Construction Contract.

"Purchase Price", for the purpose of computation of the Yield of the Bonds, has the same meaning as the term "issue price" in sections 1273(b) and 1274 of the Code, and, in general, means the initial offering price of the Bonds to the public (not including bond houses and brokers, or similar persons or organizations acting in the capacity of underwriters or wholesalers) at which price a substantial amount of the Bonds are sold or, if the Bonds are privately placed, the price paid by the first buyer of the Bonds or the acquisition cost of the first buyer. The term "Purchase Price," for the purpose of computation of the Yield of Nonpurpose Investments, means the fair market value of the Nonpurpose Investments on the date of use of Gross Proceeds of the Bonds for acquisition thereof, or if later, on the date that Investment Property constituting a Nonpurpose Investment becomes a Nonpurpose Investment of the Bonds.

"Rebate Bond Year" means the twelve month period beginning on the anniversary of the Closing Date in each year and ending on the day prior to the anniversary date of the Closing Date in the following year except that the first Rebate Bond Year shall begin on the Closing Date.

"Rebate Fund" means the fund by that name created in Section 9.6 hereof.

"Redemption Date" means the date fixed for redemption of Bonds in any notice of redemption.

"Redemption Fund" means the Alabama Judicial Building Authority Bond Redemption Fund created in Section 9.2 hereof.

"Redemption Price" means the price at which the Bonds called for redemption may be redeemed on the Redemption Date.

"Regulations" means temporary and final regulations promulgated under the Code.

"Resolution" means this resolution duly adopted by the Directors for the purpose of authorizing the issuance and sale of the Bonds, as the same may be amended from time to time by a Supplemental Resolution.

"State Treasurer" means the Treasurer of the State of Alabama.

"Supplemental Resolution" means a resolution adopted by the Directors which supplements or amends this Resolution.

"Underwriters" means the underwriting syndicate managed by The Frazer Lanier Company Incorporated, which is purchasing the Bonds from the Authority pursuant to the Contract of Purchase.

"Yield" means that yield which, when used in computing the present worth of all payments of principal and interest (or other payments in the case of Nonpurpose Investments which require payments in a form not characterized as principal and interest) on a Nonpurpose Investment or on the Bonds produces an amount equal to the Purchase Price of such Nonpurpose Investment or the Bonds, all computed as prescribed in applicable Regulations.

Section 1.2 Definitions Contained in the Lease. Unless the context clearly indicates a different meaning, other words, terms or phrases which are not defined in this Resolution but which are defined in the Lease shall have the meanings respectively given them in the Lease.

Section 1.3 Use of Phrases. "Herein," "hereby," "hereunder", "hereof," "hereinbefore," "hereinafter" and other equivalent words refer to this Resolution and not solely to the particular portion thereof in which any such word is used. The definitions set forth in Section 1.1 hereof include both singular and plural. Whenever used herein, any pronoun shall be deemed to include both singular and plural and to cover all genders.

Section 1.4 Findings. The Directors have ascertained and found and do hereby determine and declare as follows:

(a) The Legislature of Alabama has determined that it is necessary, desirable and in the public interest that new facilities be acquired, constructed and installed for use by the Judicial System. To that end, the Legislature adopted the Act in order to provide for the incorporation of the Authority for the purpose of providing for the acquisition, construction, installation and equipping of such facilities and to authorize the Authority to issue the Bonds as a means of financing the costs of such facilities.

(b) The Authority has heretofore been incorporated pursuant to the Act by an Application Respecting Alabama Judicial Building Authority filed in the office of the Secretary of State of Alabama on December 10, 1986, and by a Certificate of Incorporation dated December 10, 1986, duly issued by the said Secretary of State. The Directors have determined to carry out the intent of the Legislature by issuing the Bonds on the terms contained in this Resolution and devoting the proceeds thereof (remaining after payment of the expenses of issuing the Bonds) to the acquisition, construction and installation of the Project. The Directors have determined and hereby declare that the project qualifies as "judicial facilities" under the Act.

(c) The Underwriters having heretofore provided the Authority with valuable assistance in preparation for the issuance of the Bonds, and under the circumstances it is in the best interest of the Authority for the Bonds to be sold to the Underwriters through a negotiated sale and without competitive bidding.

ARTICLE II

SOURCE OF PAYMENT AND SECURITY FOR THE BONDS

Section 2.1 Source of Payment of the Bonds. The principal and Maturity Amount of, and the interest and premium, if any, on the Bonds shall be payable solely from the revenues, receipts and funds described in Section 2.2 hereof and the Bonds shall be secured by a pledge of such revenues, receipts and funds. The Bonds shall be further secured by the Municipal Bond Insurance Policy. The Bonds shall not constitute an obligation or debt of the State, or any county, municipality or political subdivision of the State, nor shall the Bonds constitute a charge on the general credit or tax revenues of any thereof or on the general credit of the Authority. Neither the Authority, the State, nor any county, municipality or political subdivision of the State shall be obligated, directly or indirectly, to contribute any funds, property or resources to the payment of the principal or Maturity Amount of, or the interest and premium (if any) on the Bonds, except from the proceeds of the Bonds and the revenues, receipts and funds described in Section 2.2.

Section 2.2 Security for the Bonds. In order to secure to the Owners thereof payment of the principal and Maturity Amount of, and the interest and premium (if any) on, the Bonds and the performance and observance of the covenants and conditions herein and therein contained, and in consideration of their purchase and acceptance of the Bonds, the Authority does hereby assign and pledge to and with the State Treasurer, for the benefit of the Owners of the Bonds, the following described properties of the Authority, whether the same are now owned by it or may be hereafter acquired: (i) subject to the provisions of Section 11.1 hereof, the Basic Rent and all other rents, revenues, earnings and income of the Authority from the Project; (ii) all right, title and interest of the Authority in and to the Lease (not including, however, any of the obligations of the Authority under the Lease), except the release and indemnification rights of the Authority

contained in Section 8.3 of the Lease and except the right to receive reimbursement for expenses of the Authority as provided in Section 5.3 of the Lease; and (iii) all right, title and interest of the Authority in and to all cash and securities now or hereinafter held in the Bond Fund, Construction Fund, Redemption Fund and Earnings Fund or otherwise held by the State Treasurer under this Resolution and all investment earnings thereon except investment earnings subject to rebate to the United States.

The assignment and pledge contained in this Section 2.2 shall be for the equal and pro rata protection and benefit of the Owners, present and future, of the Bonds equally and ratably, without preference, priority or distinction of any over others by reason of priority in issuance or acquisition or otherwise, as if all the Bonds at any time outstanding had been executed, sold, authenticated, delivered and negotiated simultaneously with the execution and delivery hereof; provided, however, that these presents are upon the condition that if the Authority shall pay or cause to be paid the principal and Maturity Amount of, and the interest and premium (if any) on all Bonds secured hereby at the times and in the manner mentioned in the Bonds, according to the true intent and meaning thereof, or shall provide for such payment as specified in Section 15.1 hereof, and shall pay or cause to be paid all other Indebtedness, then the assignment and pledge contained herein shall cease and determine. The Authority further covenants and agrees that the Bonds and the provisions of this Resolution shall constitute a contract with the Owners from time to time of the Bonds and shall be legally enforceable obligations of the Authority.

ARTICLE III

EXECUTION AND AUTHENTICATION OF THE BONDS

Section 3.1 Execution of Bonds. The Bonds shall be executed by the Chairman or the Vice Chairman of the Directors, and the seal of the Authority shall be affixed thereto and attested by the Secretary or the Assistant Secretary of the Authority; provided that the signature of the Chairman or the Vice Chairman of the Directors and the signature of the Secretary or Assistant Secretary of the Authority on the Bonds, may be a facsimile of the signature of such officer; and provided further that a facsimile of the seal of the Authority may be imprinted thereon rather than manually affixed thereto so long as the Bonds are manually authenticated by the State Treasurer or his delegate. Signatures on the Bonds by persons who were officers of the Authority at the time such signatures were written or printed shall continue effective although such persons cease to be such officers prior to the authentication of the Bonds or the delivery of the Bonds.

Section 3.2 Authentication of the Bonds. A duly executed authentication certificate of the State Treasurer (or a delegate of the State Treasurer as authorized by the succeeding provisions of this section) shall be endorsed on each of the Bonds, whether initially issued pursuant to this Resolution or thereafter issued in exchange for or replacement of any Bond or Bonds theretofore issued, and no Bond shall be valid or obligatory for any purpose unless and until such authentication certificate shall have been duly executed by the State Treasurer or an authorized delegate thereof. Each such certificate shall recite, in substance, that the Bond on which it is endorsed is one of the Bonds authorized to be issued under the Act and this Resolution. The executed authentication certificate of the State Treasurer or an authorized delegate thereof endorsed upon any Bond shall be conclusive evidence of the due authentication, issuance and delivery of such Bond pursuant to the provisions of the Act and this Resolution.

Upon nomination for such responsibility by the State Treasurer, the Authority hereby designates R. E. Stabler, D. Gamble, N. G. Lockhart, B. J. Kyser, P. W. McCormick and L. B. Tillery as persons who are individually authorized, under the direction of the State Treasurer, to authenticate any or all Bonds by manually signing the authentication certificates endorsed on such Bonds. In connection with the authorization of the aforesaid individuals to authenticate the Bonds, the Authority hereby finds that each of the aforesaid individuals is an official or employee in the office of the State Treasurer and is covered by a fiduciary bond equal in amount to the fiduciary bond now provided for the State Treasurer.

The State Treasurer shall have the right, exercisable at any time and from time to time, to designate and authorize one or more individuals, other than those named above, to authenticate any or all Bonds as and to the extent contemplated by this Resolution. In order to designate and authorize any individual to authenticate the Bonds, the State Treasurer shall execute and deliver to the Chairman of the Authority, the Secretary of the Authority and to each paying agent for the Bonds a certificate stating that such individual is authorized to authenticate the Bonds and containing a specimen signature of such individual. Any individual at any time designated and authorized to authenticate the Bonds shall be an official or employee in the office of the State Treasurer and shall be covered by a fiduciary bond equal in amount to the fiduciary bond at the time provided for the State Treasurer.

The authority of any person at any time designated to authenticate Bonds (whether designated by this Resolution or by subsequent certificate of the State Treasurer) shall automatically terminate upon the termination of such person's employment in the office of the State Treasurer, and the State Treasurer may at any time terminate such authority by giving written notice to that effect to the Chairman of the Authority, the Secretary of the Authority and to each paying agent. All authentication certificates appertaining to the Bonds executed by persons at the time authorized to do so in accordance with the provisions of this section shall be and remain valid for all purposes.

Section 3.3 Replacement of Mutilated, Lost, Stolen or Destroyed Bonds. In the event any Bond is mutilated, lost, stolen or destroyed, the Authority may execute, and the State Treasurer or his delegate shall thereupon authenticate and deliver, a new Bond of like tenor as that mutilated, lost, stolen or destroyed; provided that (a) in the case of any such mutilated Bond, such Bond is first surrendered to the Authority and the State Treasurer, and (b) in the case of any such lost, stolen or destroyed Bond, there is first furnished to the Authority, the State Treasurer and the Judicial System evidence of such loss, theft or destruction satisfactory to the State Treasurer or his delegate, together with indemnity satisfactory to each of them. The Authority may charge the Owner with the expense of issuing any such new Bond. In lieu of issuing a new Bond to replace any mutilated, lost, stolen or destroyed Bond which shall have already matured, the State Treasurer may pay such Bond at or after the maturity thereof if the Owner of such Bond satisfies the same terms and conditions as those provided in the preceding provisions of this Section 3.3 for the replacement thereof. No exchange or substitution of Bonds hereunder shall effect any gain or loss in interest to the Owner thereof and, to the extent required to effect such result, upon authentication of any new Bond by the State Treasurer, it shall pay all past due interest for which it had been provided moneys for payment.

ARTICLE IV

REGISTRATION, TRANSFERS AND EXCHANGES OF THE BONDS

Section 4.1 Registration and Transfer of Bonds. The State Treasurer shall be the registrar and transfer agent for the Bonds and shall keep at his office proper registry and transfer books in which he shall note the registration and transfer of such Bonds as are presented for those purposes, all in the manner and to the extent hereinafter specified.

All Bonds issued hereunder shall be issued as fully registered bonds registered as to both principal and interest by the State Treasurer as registrar and transfer agent and shall be transferable only on the transfer books of the State Treasurer. No transfer of any Bond shall be valid hereunder unless such Bond is presented at the office of the State Treasurer with written power to transfer signed by the registered owner thereof in person or by duly authorized attorney, properly stamped if required, in form and with guaranty of signature satisfactory to the State Treasurer, whereupon the Authority shall execute, and the State Treasurer or his delegate shall authenticate and deliver to the transferee a new Bond, registered in the name of such transferee and of like tenor as that presented for transfer. The person in whose name a Bond is registered on the books

of the State Treasurer shall be the sole person to whom or on whose order payments on account of the principal or Maturity Amount thereof and of the interest and premium (if any) thereon may be made.

Any Current Interest Bond authenticated and delivered pursuant to the provisions of this section shall be dated as of the Interest Payment Date next preceding the date of its authentication by the State Treasurer or his delegate or, if the date of such authentication is an Interest Payment Date, as of such date; provided that if any Current Interest Bond is to be authenticated and delivered pursuant to this section prior to the first Interest Payment Date with respect to the Bond or Bonds presented for transfer for which it is to be issued in lieu of, such Bond shall be dated the date of the Bond or Bonds in lieu of which it is to be so issued; and provided further that if at the time of such authentication, the Authority is in default in payment of the interest on the Bonds, such Bond shall be dated as of the Interest Payment Date to which interest has previously been paid or made available for payment on the Bonds. In any case, any Current Interest Bond issued in lieu of other such Bonds presented for transfer shall bear interest at the rate borne by the Bonds so presented for transfer and shall bear interest from such date as is necessary to assure that no gain or loss of interest shall result from the transfer of any Bonds. Capital Appreciation Bonds shall all be dated as of the Closing Date.

The State Treasurer shall not be required to register or transfer any Bond during the period of 15 days next preceding any Interest Payment Date; and if any Bond shall be duly called for redemption (in whole or in part), the State Treasurer shall not be required to register or transfer such Bond during the period of 45 days next preceding the date fixed for such redemption.

Section 4.2 Person Deemed Owner of Bonds. The Authority, the State Treasurer and any institution at which the Bonds are or may be payable may deem and treat the person in whose name a Bond is registered as the absolute owner thereof for all purposes; they shall not be affected by notice to the contrary; and all payments by any of them to the person in whose name a Bond is registered, shall to the extent thereof fully discharge and satisfy all liability for the same.

Section 4.3 Exchange of Bonds. The Bonds shall be freely exchangeable for other Bonds of the same maturity, in equal aggregate principal amount or Maturity Amount and otherwise of like tenor, within the limits provided in this Resolution. Any Bonds surrendered or exchanged pursuant to the provisions of this Section 4.3 shall be accompanied by a written power to transfer signed by the Owner thereof in person or by duly authorized attorney, properly stamped if required, in form and with guaranty of signature satisfactory to the State Treasurer.

Section 4.4 Expense of Registration, Transfer and Exchange. The Authority and the State Treasurer may charge the Owner with their reasonable fees and expenses in connection with any transfer, registration or exchange of any of the Bonds (including, without limitation, the expenses of printing any new Bonds that may be necessitated by any transfer, registration or exchange). In every case involving any transfer, registration or exchange of any of the Bonds that is requested by the Owner thereof, such Owner shall pay all taxes and other governmental charges required to be paid in connection with such transfer, registration or exchange.

Section 4.5. Provisions Respecting Registration of Bonds to Comply with Provisions of Internal Revenue Code of 1986. The Authority and the State Treasurer recognize that the provisions of the Code require that the Bonds be in "registered form," and that, in general, each Bond must be registered as to principal and interest and any transfer of any Bond must be effected only by the surrender of the Bond and either by the reissuance of such Bond to a new Owner or the issuance of a new Bond to a new Owner. The State Treasurer may rely upon an opinion of Bond Counsel with respect to any question which may arise pertaining to the transfer, exchange or reissuance of Bonds. The provisions of this Resolution pertaining to transfer, exchange or reissuance of Bonds need not or shall not be followed if the State Treasurer receives an opinion of Bond Counsel that compliance with requirements in addition to or in lieu of the requirements of

this Resolution pertaining to such transfer, exchange or reissuance is required or permitted under the Code or under other applicable laws and regulations.

Section 4.6. Denominations and Registration of Bonds as Initially Issued. The Bonds of each maturity shall be initially issued in Authorized Denominations as requested by the Underwriters and registered in the names of the persons specified by the Underwriters. If for any reason, the Authority is unable to prepare or cause to be prepared Bonds in the Authorized Denominations requested by the Underwriters and registered in the names of the persons specified by Underwriters, the Authority may deliver one Bond for each maturity in the principal amount or Maturity Amount of such maturity, each registered in the name of The Frazer Lanier Company Incorporated on behalf of the Underwriters.

Section 4.7. Notations on Bonds by State Treasurer. The State Treasurer is hereby authorized to cause numbers or other notations to be printed or otherwise placed on the Bonds for the convenience of the State Treasurer in performing the registration and other duties imposed on it hereunder. Any such numbers or other notations that may appear on the Bonds and that are not specifically herein provided for shall be for the sole convenience of the State Treasurer and, insofar as the Authority is concerned, shall not be construed as conferring any rights on the Owners of the Bonds.

ARTICLE V

GENERAL PROVISIONS RESPECTING REDEMPTION OF BONDS

Section 5.1 Manner of Effecting Redemption of Bonds. Any redemption of any Bonds shall be effected in the following manner:

(a) **Call.** The Directors shall adopt a resolution containing the following: (1) a call of the Bonds, or portions thereof, for redemption, on a specified date when they are by their terms subject to redemption; and (2) unless all the Bonds then outstanding are to be redeemed (or unless a portion of all such outstanding Bonds is to be redeemed and the remainder is, simultaneously with or prior to such redemption, to be otherwise retired), a statement that no Event of Default has occurred and is continuing; provided however, that it shall not be necessary for the Directors to adopt any such resolution (i) in the case of the Bonds that are to be redeemed in whole or in part pursuant to the provisions of Section 6.2(a) hereof, provided that the Judicial System shall have requested such redemption by a written request furnished to the Authority and the State Treasurer and shall have specified in such request the principal amount or Accreted Amount of the Bonds to be so redeemed and the date on which the redemption thereof is to be effected, or (ii) in the case of the Bonds that are to be redeemed pursuant to the provisions of Section 6.2(b) or 6.2(c) hereof.

(b) **Notice.** In the event any of the Bonds are called for redemption in whole or in part, the State Treasurer (on behalf of the Authority) shall cause to be forwarded by United States registered or certified mail to the Owner thereof, at the address of such Owner as such address appears on the registry books of the State Treasurer pertaining to the registration of the Bonds, a notice stating the following: the date fixed for redemption, the redemption price, the place of payment which shall be the office of the State Treasurer, that payment will be made upon presentation and surrender of the Bonds to be redeemed, that interest, if any, accrued to the date fixed for redemption will be paid as specified in said notice, and that on and after said date interest thereon will cease to accrue. If less than all the outstanding Bonds are to be redeemed, the notice of redemption shall specify the identification numbers of the Bonds or portions thereof (\$5,000 or any integral multiple thereof) to be redeemed, and the aggregate amount of Bonds then outstanding under this Resolution. Notice of redemption pursuant to this Section 5.1 shall be deemed to have been

properly given if at least 30 days and not more than 60 days prior to the redemption date it is sent by United States certified or registered mail, postage prepaid, return receipt requested, and to the Owner of the Bond at the address shown on the registration books of the State Treasurer or at such other address as is furnished in writing by the Owner of the Bond.

(c) Deposit. Prior to the redemption date the Authority shall deposit or cause to be deposited with the State Treasurer the total redemption price of the Bonds (or portions thereof) so called for redemption and shall further furnish or cause to be furnished to the State Treasurer the following: (1) a certified copy of the resolution required by subsection (a) of this section (if, under the circumstances, the adoption of any such resolution is required); and (2) in the case of the redemption of any Bonds on a date when such Bonds may be redeemed only with funds from a specified source or when such redemption is made subject, by the terms of this Resolution, to any other restriction or requirement, evidence satisfactory to the State Treasurer showing compliance with such restriction or requirement.

(d) Further Notice. In addition to the foregoing notice, further notice shall be given by the State Treasurer as set out below, but no defect in said further notice nor any failure to give all or any portion of such further notice shall in any manner defeat the effectiveness of a call for redemption if notice thereof is given as above prescribed.

(1) Each further notice of redemption given hereunder shall contain the information required for an official notice of redemption set forth in Section 5.1(b) above plus (i) the CUSIP numbers of all Bonds being redeemed; (ii) the date of issue of the Bonds as originally issued; (iii) the rate of interest borne by each Bond being redeemed; (iv) the maturity date of each Bond being redeemed; and (v) any other descriptive information needed to identify accurately the Bonds being redeemed.

(2) Each further notice of redemption shall be sent at least 35 days before the redemption date by registered or certified mail or overnight delivery service to all registered securities depositories then in the business of holding substantial amounts of obligations of types comprising the Bonds (such depositories now being Depository Trust Company of New York, New York, Midwest Securities Trust Company of Chicago, Illinois, Pacific Securities Depository Trust Company of San Francisco, California and Philadelphia Depository Trust Company of Philadelphia, Pennsylvania) and to one or more national information services that disseminate notices of redemption of obligations such as the Bonds.

(3) Each such further notice shall be published one time in the Bond Buyer of New York, New York or, if such publication is impractical or unlikely to reach a substantial number of Owners of the Bonds, in some other financial newspaper or journal which regularly carries notices of redemption of other obligations similar to the Bonds, such publication to be made at least 30 days prior to the date fixed for redemption.

(4) Upon the payment of the redemption price of Bonds being redeemed, each check or other transfer of funds issued for such purpose shall bear the CUSIP number identifying, by issue and maturity, the Bonds being redeemed with the proceeds of such check or other transfer.

Section 5.2 Presentation of Bonds for Redemption. Bonds Called for Redemption to Cease to Bear or Accrue Interest. Upon compliance by the Authority and the State Treasurer with the requirements contained in subsections (a), (b) and (c) of Section 5.1 hereof [and, unless all the Bonds then outstanding are to be redeemed (or unless a portion of such outstanding Bonds are to be redeemed and the remainder are, simultaneously with or prior to such redemption, to be

otherwise retired), if the Authority is not on the redemption date in default in payment of the principal or Maturity Amount of or the interest or premium (if any) on any of the Bonds], the Bonds so called for redemption (or, in the case of any Bond called for redemption in part, the portions thereof called for redemption) shall become due and payable at the place or places at which the same shall be payable at the redemption price or prices and on the redemption date specified in such notice, anything herein or in such Bonds to the contrary notwithstanding, and the Owners thereof shall then and there surrender them for redemption; provided however, that with respect to any Bond called for partial redemption, the Owner thereof shall surrender such Bond to the State Treasurer in exchange for a new Bond in a principal amount or Maturity Amount equal to the unredeemed portion of the Bond so surrendered. All future interest on the Bonds so called for redemption (or, in the case of any Bonds called for redemption in part, the portions thereof called for redemption) shall cease to accrue after the redemption date. The Bonds so called (or, in the case of any called for redemption in part, the portions thereof called for redemption) shall no longer be entitled to the benefit of the funds and receipts pledged under this Resolution but shall be payable solely out of the moneys deposited with the State Treasurer under the provisions of this article; and out of the moneys so deposited with it, the State Treasurer shall pay on the redemption date the applicable redemption price or prices of the Bonds so called for redemption (or, in the case of any Bonds called for redemption in part, the portions thereof called for redemption).

ARTICLE VI

THE BONDS

Section 6.1 Dates and Places of Payment of the Bonds. All Current Interest Bonds initially issued under this Resolution shall be dated as of June 1, 1990, and any Current Interest Bonds subsequently issued and authenticated in exchange or replacement for any such Bond shall be dated as provided in Section 4.1 hereof. All Capital Appreciation Bonds shall be dated as of the Closing Date.

The State Treasurer shall serve as paying agent for the Bonds. The principal of, interest on, and premium (if any) on, the Current Interest Bonds shall be payable by check, draft or bank credit mailed or otherwise delivered by the State Treasurer to the Owners of the Current Interest Bonds at their addresses appearing in the registry books maintained by the State Treasurer; provided, however, that the final payment of principal and interest on any Current Interest Bond shall be made only upon surrender of such Bond to the State Treasurer at his office in Montgomery, Alabama. The Capital Appreciation Bonds will not bear interest payable currently but shall accrue interest payable at maturity or upon redemption at the rates described in Section 6.2 hereof. The Maturity Amount of Capital Appreciation Bonds (at maturity) or the Accreted Amount thereof (upon redemption) are payable upon surrender of such Bonds to the State Treasurer at his office in Montgomery, Alabama.

Section 6.2 Amount, Interest Rates and Maturities of Bonds. There is hereby authorized to be issued under this Resolution a series of Bonds designated "Alabama Judicial Building Authority Revenue Bonds (Judicial Facilities Project), Series 1990," in the aggregate principal amount at issuance of \$39,998,556.70. The Bonds shall be issued in Authorized Denominations and shall be numbered from one (1) upwards, with the designation "CI" preceding the number of each Current Interest Bond and "CA" preceding the number of each Capital Appreciation Bond.

The Current Interest Bonds shall mature and become payable on the dates and in the amounts set forth below and shall bear interest at the rates set forth below from their respective dates, payable on each Interest Payment Date:

CURRENT INTEREST BONDS

<u>Maturity Date</u>	<u>Amount Maturing</u>	<u>Interest Rate</u>
January 1, 1994	\$1,230,000	6.25%
January 1, 1995	2,555,000	6.35
January 1, 1996	2,715,000	6.45
January 1, 1997	2,890,000	6.55
January 1, 1998	3,080,000	6.65
January 1, 1999	3,285,000	6.75
January 1, 2014	8,840,000	7.25

The Capital Appreciation Bonds shall be issued in the original issue amounts, and shall accrue interest at the per annum rates required to produce the approximate yields to maturity for the initial purchasers thereof with respect to said original issue amounts as set forth below, payable at maturity or upon earlier redemption in an amount equal to the excess of the Maturity Amount or the Accreted Amount thereof, as the case may be, above the original issue amount of such Capital Appreciate Bonds as of the Closing Date:

CAPITAL APPRECIATION BONDS

<u>Maturity Date</u>	<u>Original Issue Amount</u>	<u>Original Issue Amount Per \$5,000 Maturity Amount</u>	<u>Approximate Yield to Maturity</u>	<u>Maturity Amount</u>
January 1, 2000	\$1,828,885.50	\$2,605.25	7.00%	\$3,510,000
January 1, 2001	1,690,100.10	2,407.55	7.10	3,510,000
January 1, 2002	1,567,460.70	2,232.85	7.15	3,510,000
January 1, 2003	1,443,663.00	2,056.50	7.25	3,510,000
January 1, 2004	1,344,400.20	1,915.10	7.25	3,510,000
January 1, 2005	1,243,277.10	1,771.05	7.30	3,510,000
January 1, 2006	1,157,247.00	1,648.80	7.30	3,510,000
January 1, 2007	1,077,183.90	1,534.45	7.30	3,510,000
January 1, 2008	1,002,666.60	1,428.30	7.30	3,510,000
January 1, 2009	933,273.90	1,329.45	7.30	3,510,000
January 1, 2010	860,581.80	1,225.90	7.35	3,510,000
January 1, 2011	800,666.10	1,140.55	7.35	3,510,000
January 1, 2012	454,150.80	1,061.10	7.35	2,140,000

All installments of principal or Maturity Amount of, and interest (and premium, if any) on, each Bond shall bear interest after the respective maturities of such principal or Maturity Amount and interest (and premium, if any) until paid or until moneys sufficient for payment thereof shall have been deposited for that purpose with the State Treasurer, whichever first occurs, at the rate of interest borne by such Bond.

Section 6.2 Redemption Provisions. (a) Optional Redemption. Those of the Bonds having a stated maturity on January 1, 2001, or thereafter, shall be subject to redemption prior to maturity, at the option of the Authority, on or after July 1, 2000 as a whole on any date or in part on any Interest Payment Date (and if in part, in inverse order of their maturities, and if less than all the Bonds of a single maturity are to be redeemed, those to be redeemed to be selected by the State Treasurer by lot), at the following Redemption Prices (expressed as a percentage of the principal amount of Current Interest Bonds or the Accreted Amount of Capital Appreciation Bonds as of the redemption date) plus accrued interest on the Current Interest Bonds to the Redemption Date:

<u>Redemption Dates</u> <u>(Both Inclusive)</u>	<u>Redemption</u> <u>Price</u>
For the Current Interest Bonds	
July 1, 2000 through June 30, 2001	102%
July 1, 2001 through June 30, 2002	101
July 1, 2002 and thereafter	100
For the Capital Appreciation Bonds	
July 1, 2000 and thereafter	105%

(b) **Mandatory Term Bond Redemption.** Those of the Current Interest Bonds maturing on January 1, 2014 shall be subject to mandatory redemption prior to maturity in accordance with the following schedule, and the Authority will redeem and pay such Bonds (with those to be redeemed to be selected by the State Treasurer by lot) at a Redemption Price equal to the principal redeemed, plus accrued interest thereon to the Redemption Date, on the dates and in the principal amounts set forth below:

<u>Sinking Fund</u> <u>Redemption Date</u>	<u>Principal Amount</u> <u>to be Redeemed</u>
January 1, 2012	\$1,365,000
January 1, 2013	3,605,000
January 1, 2014*	3,870,000

At its option, to be exercised on or before the forty-fifth day next preceding any such sinking fund redemption date, the Authority, acting through or at the direction of the Judicial System, may deliver to the State Treasurer for cancellation Current Interest Bonds having a stated maturity in 2014 in any aggregate principal amount desired. Each such Bond so delivered shall be credited by the State Treasurer at 100% of the principal amount thereof against the obligation of the Authority on such sinking fund redemption date, any excess shall be credited against future sinking fund redemption obligations in chronological order and the principal amount of such Bonds to be redeemed by operation of the sinking fund shall be accordingly reduced. The Authority, acting through or at the direction of the Judicial System, shall on or before the forty-fifth day next preceding each sinking fund redemption date, furnish the State Treasurer with its certificate indicating whether or not and to what extent the provisions of this paragraph are to be availed of with respect to such sinking fund redemption and shall confirm that cash funds for the balance of such sinking fund redemption will be paid on or before the next succeeding January 1.

(c) **Extraordinary Mandatory Redemption of Bonds.** The Bonds shall be subject to extraordinary mandatory redemption prior to their stated maturities, as a whole or in part (and if in part, in inverse order of their maturities, and if less than all the Bonds of a single maturity are to be redeemed, those to be redeemed to be selected by the State Treasurer by lot), at and for a redemption price equal to the principal amount or Accreted Amount thereof, plus accrued interest on the Current Interest Bonds to the redemption date, in the event (i) the Project is destroyed or damaged as provided in Section 7.1 of the Lease with the consequences described in Section 7.1(b) of the Lease or (ii) that all or substantially all of the Project is taken through the exercise of the power of Eminent Domain with the consequences described in Section 7.2(a) of the Lease. The State Treasurer shall set the date for any such redemption, which date shall be the earliest

*final maturity

practicable date after receipt by the State Treasurer of all of the Net Insurance Proceeds or Net Condemnation Award, as the case may be.

Section 6.3 Forms of Bonds. The Current Interest Bonds, the Capital Appreciation Bonds and the State Treasurer's authentication certificate applicable thereto shall be in substantially the following forms, respectively, with such insertions, omissions and other variations as may be necessary to conform to the provisions hereof:

(Form of Current Interest Bond)

NUMBER
CI-

DOLLARS

UNITED STATES OF AMERICA

STATE OF ALABAMA

ALABAMA JUDICIAL BUILDING AUTHORITY
REVENUE BOND
(Judicial Facilities Project)
Series 1990

INTEREST
RATE

MATURITY
DATE

DATED DATE
OF BOND

CUSIP

Subject to prior payment and other provisions as herein stated

For value received, the ALABAMA JUDICIAL BUILDING AUTHORITY, a public corporation under the laws of Alabama (herein called the "Authority"), will pay, solely out of the revenues hereinafter referred to, to

or registered assigns, the principal sum of

DOLLARS on the date specified above, with interest thereon from the dated date specified above until the maturity hereof at the per annum rate of interest specified above, payable on January 1, 1991, and semiannually thereafter on each July 1 and January 1 until and at the maturity hereof. The principal of and premium (if any) on this bond are payable only upon presentation and surrender of this bond at the office of the State Treasurer of the State of Alabama in Montgomery, Alabama.

Interest on this bond is payable by check, draft or bank credit mailed, transferred or otherwise delivered by the State Treasurer to the then registered holder hereof at the address shown on the registry books kept by the State Treasurer pertaining to the Bonds. Both the principal of and the interest (and premium, if any) on this Bond shall bear interest after their respective maturities until paid or until moneys sufficient for payment thereof have been deposited with the State Treasurer at the per annum rate stated above. The Resolution (hereinafter described) provides that all payments by the Authority or the State Treasurer to the person in whose name a Bond is registered shall to the extent thereof fully discharge and satisfy all liability for the same. Any transferee of this Bond takes it subject to all payments of principal and interest in fact made with respect hereto.

REFERENCE IS HEREBY MADE TO THE FURTHER PROVISIONS OF THIS BOND SET FORTH ON THE REVERSE HEREOF, WHICH FURTHER PROVISIONS SHALL FOR ALL PURPOSES HAVE THE SAME EFFECT AS IF SET FORTH HEREIN.

[Form of Reverse Side]

This bond is one of a duly authorized series of bonds (herein called the "Bonds") designated as "Alabama Judicial Building Authority Revenue Bonds (Judicial Facilities Project), Series 1990," issued in the aggregate principal amount at issuance of \$39,998,556.70 under a resolution adopted by the board of directors of the Authority on June 21, 1990 (the "Resolution"). The principal of and the interest (and premium, if any) on the Bonds are payable solely out of the revenues derived from the leasing of a judicial facilities complex and other facilities (herein called the "Project") to the Unified Judicial System of the State of Alabama, pursuant to a Lease Agreement dated as of June 1, 1990 (herein called the "Lease"). The term of the Lease is from the date of delivery thereof to September 30, 1990, with provisions for successive one year renewal options, at the option of the lessee, for a maximum of 99 years. Payment of the principal of and the interest (and premium, if any) on the Bonds is secured, pro rata and without preference or priority of one Bond over another or of the Bonds by a valid pledge of the revenues out of which they are payable and an assignment of the Lease, including the rents payable thereunder. The Bonds are not secured by any mortgage upon or security interest in the Project.

The Bonds are entitled to the benefit of a municipal bond insurance policy (the "Bond Insurance") issued by AMBAC Indemnity Corporation ("AMBAC Indemnity"). Reference is hereby made to the "STATEMENT OF INSURANCE" appearing on this Bond for a description of such Bond Insurance.

Reference is hereby made to the Resolution for a description of the nature and extent of the security afforded thereby, the rights and duties of the Authority and the State Treasurer with respect thereto, and the rights of the owners of the Bonds. The Resolution provides, inter alia, (a) that in the event of default by the Authority in the manner and for the time therein provided, the State Treasurer, with the prior written consent of the Insurer, may declare the principal of and the interest accrued on this Bond immediately due and payable, whereupon the same shall thereupon become immediately due and payable and the State Treasurer shall be entitled to pursue the remedies provided in the Resolution, (b) that the owner of this Bond shall have no right to enforce the provisions of the Resolution except as provided therein and then only for the equal and pro rata benefit of the owners of all the Bonds, and (c) that if this Bond shall not be presented for payment when due (whether by maturity or otherwise) and if funds sufficient for such payment shall have been made available to the State Treasurer therefor, all liability of the Authority to the owner of such Bond and all rights of such owner against the Authority under such Bond or under the Resolution shall cease and terminate and that the sole right of such owner shall thereafter be against the said funds so made available, which the State Treasurer is required to set aside and hold, subject to any applicable escheat or other similar law, for the benefit of such owner. The Resolution provides that the Authority, without the consent of the owners of the Bonds, may at any time and from time to time amend the Resolution or any resolution supplemental thereto for such purposes as are permitted by the Resolution. The Resolution also provides that the Authority, with the prior express written consent of the owners of not less than a majority in principal amount of the Bonds then outstanding, may at any time and from time to time amend the Resolution or any resolution supplemental thereto, provided that no such amendment shall (1) without the consent of the owner of each Bond affected, reduce the principal of, the rate of interest on, or the premium (if any) payable on redemption of, any Bond, or (2) without the consent of the owners of all the Bonds then outstanding under the Resolution extend the maturity of any installment of principal of or interest on any of the Bonds, make any change in the schedule of required sinking fund or other similar payments with respect to the Bonds, create a lien or charge on the revenues from the leasing of the Project ranking prior to or on a parity with the lien or charge thereon contained in the Resolution, effect a preference or priority of any Bond over any other Bond or reduce the aggregate principal amount of Bonds the owners of which are required to consent to any such amendment.

Those of the Bonds issued as current interest bonds and having stated maturities on or after January 1, 2001 are subject to redemption at the option of the Authority on or after July 1, 2000, as a whole on any date or in part on any interest payment date (but if in part, in inverse order of maturities, and if less than all Bonds of a single maturity are to be redeemed, those to be redeemed to be selected by the State Treasurer by lot) at and for the redemption prices shown below (expressed as percentages of the principal amount redeemed):

<u>Redemption Dates</u> <u>(Both Inclusive)</u>	<u>Redemption</u> <u>Price</u>
July 1, 2000 through June 30, 2001	102%
July 1, 2001 through June 30, 2002	101
July 1, 2002 and thereafter	100

Those of the Bonds maturing on January 1, 2014, are subject to mandatory redemption (with those to be redeemed to be selected by the State Treasurer by lot) at and for a redemption price equal to the principal redeemed in each of the following years and amounts:

<u>Sinking Fund</u> <u>Redemption Date</u>	<u>Principal Amount</u> <u>to be Redeemed</u>
January 1, 2012	\$1,365,000
January 1, 2013	3,605,000
January 1, 2014 (final maturity)	3,870,000

The Bonds are subject to mandatory redemption as a whole or in part (but if in part, in inverse order of maturities, and if less than all Bonds of a single maturity are to be redeemed, those to be redeemed to be selected by the State Treasurer by lot) on any date, at and for a redemption price equal to the principal amount thereof plus accrued interest thereon to the redemption date in the event of damage to or destruction of the Project as provided in Section 7.1 of the Lease or in the event of the taking through the exercise of the power of eminent domain of all or substantially all the Project as provided in Section 7.2 of the Lease.

In the event that less than all the outstanding principal of a Bond is to be redeemed, there shall be issued to the registered owner thereof, upon the surrender of such Bond to the State Treasurer, a new Bond of even tenor therewith except in a principal amount equal to the unredeemed portion of the Bond so surrendered, all as shall be requested by the registered owner of the Bond to be partially redeemed.

Notice of redemption, unless waived, is to be given by the State Treasurer by mailing an official redemption notice by registered or certified mail at least 30 days and not more than 60 days prior to the date fixed for redemption to the registered owner of the Bond or Bonds to be redeemed at the address shown on the Bond Register or at such other address as is furnished in writing by such registered owner to the State Treasurer. Notice of redemption having been given as aforesaid, the Bonds or portions of Bonds so to be redeemed shall, on the redemption date, become due and payable at the redemption price therein specified, and from and after such date (unless the Authority shall default in the payment of the redemption price) such Bonds or portions of Bonds shall cease to bear interest.

OWNERS OF THE BONDS MUST MAINTAIN A CURRENT ADDRESS ON FILE WITH THE STATE TREASURER IN ORDER TO RECEIVE NOTICE OF REDEMPTION OF ANY BOND. FROM AND AFTER THE REDEMPTION DATE (PROVIDED THE STATE TREASURER HAS SUFFICIENT FUNDS ON HAND TO EFFECT SUCH REDEMPTION), INTEREST SHALL CEASE TO ACCRUE ON ANY BOND CALLED FOR REDEMPTION.

[End of Form of Reverse Side]

The Authority is a public corporation organized under the provisions of Code of Alabama 1975, Title 41, Chapter 10, Sections 260-284, as amended, and the Bonds are authorized to be issued and have been issued for purposes for which bonds are authorized to be issued under the provisions of such statute. The Bonds are not general obligations of the Authority, and the covenants and representations herein contained or contained in the Resolution do not and shall never constitute a personal or pecuniary liability or charge against the general credit of the Authority. The Bonds are not obligations of the State of Alabama, nor are the faith and credit of the State of Alabama pledged for payment thereof.

It is hereby certified and recited that the indebtedness evidenced and ordered paid by this Bond is lawfully due without condition, abatement or offset of any description; that this Bond has been registered in the manner provided by law; and that all conditions, actions and things required by the constitution and laws of Alabama to exist, be performed and happen precedent to or in the issuance of this Bond exist, have been performed and have happened in due and legal form.

The Bonds are issuable only as fully registered bonds in authorized denominations of \$5,000 principal amount or maturity amount, and integral multiples thereof. The Bonds have been issued as current interest bonds and as capital appreciation bonds. This Bond is a current interest bond and the provisions hereof reflect those provisions of the Resolution which relate to Bonds issued as current interest bonds. Provision is made in the Resolution for the exchange of Bonds for other Bonds of like tenor and in a like aggregate principal amount, of the same maturity and interest rate and in an authorized denomination, all as may be requested by the owner surrendering the Bond or Bonds to be so exchanged and upon the terms and conditions specified in the Resolution.

This Bond is transferable by the registered owner hereof in person, or by duly authorized attorney, only on the registry books kept by the State Treasurer pertaining to the Bonds and only upon surrender of this Bond to the State Treasurer for cancellation, and upon any such transfer a new Bond of like tenor hereof will be issued to the transferee in exchange therefor, all as more particularly provided in the Resolution. Each owner, by receiving and accepting this Bond, shall consent and agree and shall be estopped to deny that, insofar as the Authority and the State Treasurer are concerned, this Bond may be transferred only in accordance with the provisions of the Resolution.

The State Treasurer shall not be required so to transfer or exchange this Bond during the period of fifteen days next preceding any interest payment date with respect thereto; and in the event this Bond (or any portion of the principal hereof) is duly called for redemption, the State Treasurer shall not be required so to transfer or exchange it during the period of forty-five days next preceding the date fixed for such redemption.

Execution by the State Treasurer or his delegate of the authentication certificate hereon is essential to the validity hereof and is conclusive of the due issue hereof under the Resolution.

IN WITNESS WHEREOF, the Authority has caused this Bond to be executed in its name and behalf with a facsimile of the signature of the Chairman of its Board of Directors, has caused a facsimile of its corporate seal to be hereunto printed, has caused this Bond to be attested by a facsimile of the signature of its Secretary, and has caused this Bond to be dated as of the dated date set forth above.

ALABAMA JUDICIAL BUILDING AUTHORITY

[Seal]

By: _____
Chairman of the Board of Directors

Attest: _____
Secretary

(Form of Authentication Certificate)

Date of Authentication and Registration:

The within Bond is one of those described in the within mentioned Resolution and authorized to be issued by Alabama Judicial Building Authority by Act No. 86-420 enacted at the 1986 Regular Session of the Alabama Legislature.

By: _____
State Treasurer or Authorized Delegate

(Form of Assignment)

For value received, the undersigned hereby sell(s), assign(s) and transfer(s) unto _____ the within bond and hereby irrevocably constitute(s) and appoint(s) _____ attorney, with full power of substitution in the premises, to transfer this bond on the books of the within mentioned State Treasurer.

DATED this _____ day of _____, _____.

NOTE: The signature on this assignment must correspond with the name of the registered owner as it appears on the face of the within bond in every particular, without alteration, enlargement or change whatsoever.

Signature guaranteed:

(Bank, Trust Company or Firm)

By: _____
(Authorized Officer)

STATEMENT OF INSURANCE

Municipal Bond Insurance Policy No. _____ (the "Policy") with respect to payments due for principal of and interest on this bond has been issued by AMBAC Indemnity Corporation ("AMBAC Indemnity"). The Policy has been delivered to the United States Trust Company of New York, New York, as the Insurance Trustee under said Policy and will be held by such Insurance Trustee or any successor insurance trustee. The Policy is on file and available for inspection at the principal office of the Insurance Trustee and a copy thereof may be secured from AMBAC Indemnity or the Insurance Trustee. All payments required to be made under the Policy shall be made in accordance with the provisions thereof. The owner of this bond acknowledges and consents to the subrogation rights of AMBAC Indemnity as more fully set forth in the Policy.

[end form of Current Interest Bond]

(Form of Capital Appreciation Bond)

NUMBER
CA-

MATURITY AMOUNT

UNITED STATES OF AMERICA

STATE OF ALABAMA

ALABAMA JUDICIAL BUILDING AUTHORITY
REVENUE BOND
(Judicial Facilities Project)
Series 1990

INTEREST RATE (Approximate)	MATURITY DATE	DATE OF ORIGINAL ISSUE	ORIGINAL PRINCIPAL AMOUNT PER \$5,000 MATURITY AMOUNT	CUSIP
-----------------------------------	------------------	---------------------------	---	-------

Subject to prior payment and other provisions as herein stated

For value received, the ALABAMA JUDICIAL BUILDING AUTHORITY, a public corporation under the laws of Alabama (herein called the "Authority"), will pay, solely out of the revenues hereinafter referred to, to

or registered assigns, on the Maturity Date specified above, upon presentation and surrender of this Bond at the office of the State Treasurer in Montgomery, Alabama, the Maturity Amount specified above, representing the principal amount hereof and accrued and compounded interest hereon, in any coin or currency of the United States of America which on the date of payment is legal tender for the payment of debts due the United States of America. The date of this Bond is the Date of Original Issue specified above and compound interest shall accrue on the principal amount hereof from such date at the per annum rate specified above, calculated on the basis of a 360-day year of twelve 30-day months (subject to rounding to the accreted amounts hereof). This Bond is a capital appreciation bond and the accreted amount (per \$5,000 of Maturity Amount) as of each January 1 and July 1 subsequent to the Date of Original issue is set forth on the reverse hereof. Such amount as of any other date shall be determined by straight line interpolation between such amounts.

Both the Maturity Amount of, and the premium, if any, on this Bond shall bear interest after their respective maturities until paid or until moneys sufficient for payment thereof have been deposited with the State Treasurer at the per annum rate stated above. The Resolution (hereinafter described) provides that all payments by the Authority or the State Treasurer to the person in whose name a Bond is registered shall to the extent thereof fully discharge and satisfy all liability for the same. Any transferee of this Bond takes it subject to all payments of principal and interest in fact made with respect hereto.

REFERENCE IS HEREBY MADE TO THE FURTHER PROVISIONS OF THIS BOND SET FORTH ON THE REVERSE HEREOF, WHICH FURTHER PROVISIONS SHALL FOR ALL PURPOSES HAVE THE SAME EFFECT AS IF SET FORTH HEREIN.

[Form of Reverse Side]

This Bond is one of a duly authorized series of bonds (herein called the "Bonds") designated as "Alabama Judicial Building Authority Revenue Bonds (Judicial Facilities Project), Series 1990," issued in the aggregate principal amount at issuance of \$39,998,556.70 under a resolution adopted

by the board of directors of the Authority on June 21, 1990 (the "Resolution"). The principal or Maturity Amount of and the interest (and premium, if any) on the Bonds are payable solely out of the revenues derived from the leasing of a judicial facilities complex and other facilities (herein called the "Project") to the Unified Judicial System of the State of Alabama, pursuant to a Lease Agreement dated as of June 1, 1990 (herein called the "Lease"). The term of the Lease is from the date of delivery thereof to September 30, 1990, with provisions for successive one year renewal options, at the option of the lessee, for a maximum of 99 years. Payment of the principal or Maturity of Amount of and the interest (and premium, if any) on the Bonds is secured, pro rata and without preference or priority of one Bond over another or of the Bonds by a valid pledge of the revenues out of which they are payable and an assignment of the Lease, including the rents payable thereunder. The Bonds are not secured by any mortgage upon or security interest in the Project.

The Bonds are entitled to the benefit of a municipal bond insurance policy (the "Bond Insurance") issued by AMBAC Indemnity Corporation ("AMBAC Indemnity"). Reference is hereby made to the "STATEMENT OF INSURANCE" appearing on this Bond for a description of such Bond Insurance.

Reference is hereby made to the Resolution for a description of the nature and extent of the security afforded thereby, the rights and duties of the Authority and the State Treasurer with respect thereto, and the rights of the owners of the Bonds. The Resolution provides, inter alia, (a) that in the event of default by the Authority in the manner and for the time therein provided, the State Treasurer, with the prior written consent of the Insurer, may declare the principal of and the interest accrued on this Bond immediately due and payable, whereupon the same shall thereupon become immediately due and payable and the State Treasurer shall be entitled to pursue the remedies provided in the Resolution, (b) that the owner of this Bond shall have no right to enforce the provisions of the Resolution except as provided therein and then only for the equal and pro rata benefit of the owners of all the Bonds, and (c) that if this Bond shall not be presented for payment when due (whether by maturity or otherwise) and if funds sufficient for such payment shall have been made available to the State Treasurer therefor, all liability of the Authority to the owner of such Bond and all rights of such owner against the Authority under such Bond or under the Resolution shall cease and terminate and that the sole right of such owner shall thereafter be against the said funds so made available, which the State Treasurer is required to set aside and hold, subject to any applicable escheat or other similar law, for the benefit of such owner. The Resolution provides that the Authority, without the consent of the owners of the Bonds, may at any time and from time to time amend the Resolution or any resolution supplemental thereto for such purposes as are permitted by the Resolution. The Resolution also provides that the Authority, with the prior express written consent of the owners of not less than a majority in principal amount of the Bonds then outstanding, may at any time and from time to time amend the Resolution or any resolution supplemental thereto, provided that no such amendment shall (1) without the consent of the owner of each Bond affected, reduce the principal of, the rate of interest on, or the premium (if any) payable on redemption of, any Bond, or (2) without the consent of the owners of all the Bonds then outstanding under the Resolution extend the maturity of any installment of principal of or interest on any of the Bonds, make any change in the schedule of required sinking fund or other similar payments with respect to the Bonds, create a lien or charge on the revenues from the leasing of the Project ranking prior to or on a parity with the lien or charge thereon contained in the Resolution, effect a preference or priority of any Bond over any other Bond or reduce the aggregate principal amount of Bonds the owners of which are required to consent to any such amendment.

Those of the Bonds issued as capital appreciation bonds and having stated maturities on or after January 1, 2001 are subject to redemption at the option of the Authority on or after July 1, 2000, as a whole on any date or in part on any January 1 or July 1 (but if in part, in inverse order of maturities, and if less than all Bonds of a single maturity are to be redeemed, those to be redeemed to be selected by the State Treasurer by lot) at and for a redemption price equal to 105% of the Accreted Amount, as of the redemption date, of the Bonds so redeemed.

The Accreted Amount of the Bond shall be, for each \$5,000 of the Maturity Amount hereof, as of each January 1 and July 1 subsequent to the Date of Original Issue, the amount set forth in the table set forth below for the Maturity Date specified above. The Accreted Amount for any other date shall be calculated by straight line interpolation between the dates and amounts shown on the table, using for calculation purposes an assumed 180-day period between such dates.

The Bonds are subject to mandatory redemption as a whole or in part (but if in part, in inverse order of maturities, and if less than all Bonds of a single maturity are to be redeemed, those to be redeemed to be selected by the State Treasurer by lot) on any date, at and for a redemption price equal to the principal amount thereof plus accrued interest thereon to the redemption date in the event of damage to or destruction of the Project as provided in Section 7.1 of the Lease or in the event of the taking through the exercise of the power of eminent domain of all or substantially all the Project as provided in Section 7.2 of the Lease.

In the event that less than all the outstanding Maturity Amount of a Bond issued as a capital appreciation bond is to be redeemed, there shall be issued to the registered owner thereof, upon the surrender of such Bond to the State Treasurer, a new Bond of even tenor therewith except in a Maturity Amount equal to the unredeemed portion of the Bond so surrendered, all as shall be requested by the registered owner of the Bond to be partially redeemed.

Notice of redemption, unless waived, is to be given by the State Treasurer by mailing an official redemption notice by registered or certified mail at least 30 days and not more than 60 days prior to the date fixed for redemption to the registered owner of the Bond or Bonds to be redeemed at the address shown on the Bond Register or at such other address as is furnished in writing by such registered owner to the State Treasurer. Notice of redemption having been given as aforesaid, the Bonds or portions of Bonds so to be redeemed shall, on the redemption date, become due and payable at the redemption price therein specified, and from and after such date (unless the Authority shall default in the payment of the redemption price) such Bonds or portions of Bonds shall cease to bear or accrue interest.

OWNERS OF THE BONDS MUST MAINTAIN A CURRENT ADDRESS ON FILE WITH THE STATE TREASURER IN ORDER TO RECEIVE NOTICE OF REDEMPTION OF ANY BOND. FROM AND AFTER THE REDEMPTION DATE (PROVIDED THE STATE TREASURER HAS SUFFICIENT FUNDS ON HAND TO EFFECT SUCH REDEMPTION), INTEREST SHALL CEASE TO ACCRUE ON ANY BOND CALLED FOR REDEMPTION.

[End of Form of Reverse Side]

The Authority is a public corporation organized under the provisions of Code of Alabama 1975, Title 41, Chapter 10, Sections 260-284, as amended, and the Bonds are authorized to be issued and have been issued for purposes for which bonds are authorized to be issued under the provisions of such statute. The Bonds are not general obligations of the Authority, and the covenants and representations herein contained or contained in the Resolution do not and shall never constitute a personal or pecuniary liability or charge against the general credit of the Authority. The Bonds are not obligations of the State of Alabama, nor are the faith and credit of the State of Alabama pledged for payment thereof.

It is hereby certified and recited that the indebtedness evidenced and ordered paid by this Bond is lawfully due without condition, abatement or offset of any description; that this Bond has been registered in the manner provided by law; and that all conditions, actions and things required by the constitution and laws of Alabama to exist, be performed and happen precedent to or in the issuance of this Bond exist, have been performed and have happened in due and legal form.

The Bonds are issuable only as fully registered bonds in authorized denominations of \$5,000 principal amount or Maturity Amount and integral multiples thereof. The Bonds have been issued

as current interest bonds and as capital appreciation bonds. This Bond is a capital appreciation bond and the provisions hereof reflect those provisions of the Resolution which relate to Bonds issued as capital appreciation bonds. Provision is made in the Resolution for the exchange of Bonds for other Bonds of like tenor and in a like aggregate principal amount or Maturity Amount, of the same maturity and interest rate and in an authorized denomination, all as may be requested by the owner surrendering the Bond or Bonds to be so exchanged and upon the terms and conditions specified in the Resolution.

This Bond is transferable by the registered owner hereof in person, or by duly authorized attorney, only on the registry books kept by the State Treasurer pertaining to the Bonds and only upon surrender of this Bond to the State Treasurer for cancellation, and upon any such transfer a new Bond of like tenor hereof will be issued to the transferee in exchange therefor, all as more particularly provided in the Resolution. Each owner, by receiving and accepting this Bond, shall consent and agree and shall be estopped to deny that, insofar as the Authority and the State Treasurer are concerned, this Bond may be transferred only in accordance with the provisions of the Resolution.

The State Treasurer shall not be required so to transfer or exchange this Bond during the period of fifteen days next preceding any interest payment date with respect thereto; and in the event this Bond (or any portion hereof) is duly called for redemption, the State Treasurer shall not be required so to transfer or exchange it during the period of forty-five days next preceding the date fixed for such redemption.

Execution by the State Treasurer or his delegate of the authentication certificate hereon is essential to the validity hereof and is conclusive of the due issue hereof under the Resolution.

IN WITNESS WHEREOF, the Authority has caused this Bond to be executed in its name and behalf with a facsimile of the signature of the Chairman of its Board of Directors, has caused a facsimile of its corporate seal to be hereunto printed, has caused this Bond to be attested by a facsimile of the signature of its Secretary, and has caused this Bond to be dated as of the dated date set forth above.

ALABAMA JUDICIAL BUILDING AUTHORITY

[Seal]

By: _____
Chairman of the Board of Directors

Attest: _____
Secretary

(Form of Authentication Certificate)

Date of Authentication and Registration:

The within Bond is one of those described in the within mentioned Resolution and authorized to be issued by Alabama Judicial Building Authority by Act No. 86-420 enacted at the 1986 Regular Session of the Alabama Legislature.

By: _____
State Treasurer or Authorized Delegate

(Form of Assignment)

For value received, the undersigned hereby sell(s), assign(s) and transfer(s) unto _____ the within bond and hereby irrevocably constitute(s) and appoint(s) _____ attorney, with full power of substitution in the premises, to transfer this bond on the books of the within mentioned State Treasurer.

DATED this _____ day of _____, _____.

NOTE: The signature on this assignment must correspond with the name of the registered owner as it appears on the face of the within bond in every particular, without alteration, enlargement or change whatsoever.

Signature guaranteed:

(Bank, Trust Company or Firm)

By: _____
(Authorized Officer)

TABLE OF ACCRETED AMOUNTS

The following table sets forth the accreted amount per \$5,000 of Maturity Amount as of each of the interest compounding dates and for each of the Bond maturities shown.

Interest Compounding Dates	Bonds Maturing January 1											
	2000	2001	2002	2003	2004	2005	2006	2007	2008	2009	2010	2011

[to be completed on the Bonds]

STATEMENT OF INSURANCE

Municipal Bond Insurance Policy No. _____ (the "Policy") with respect to payments due for principal of and interest on this bond has been issued by AMBAC Indemnity Corporation ("AMBAC Indemnity"). The Policy has been delivered to the United States Trust Company of New York, New York, as the Insurance Trustee under said Policy and will be held by such Insurance Trustee or any successor insurance trustee. The Policy is on file and available for inspection at the principal office of the Insurance Trustee and a copy thereof may be secured from AMBAC Indemnity or the Insurance Trustee. All payments required to be made under the Policy shall be made in accordance with the provisions thereof. The owner of this bond acknowledges and consents to the subrogation rights of AMBAC Indemnity as more fully set forth in the Policy.

[end form of Capital Appreciation Bond]

Section 6.4 Execution and Delivery of the Bonds. The Bonds shall be forthwith executed and delivered to the State Treasurer and shall be authenticated and delivered by the State Treasurer (or his delegate) from time to time upon receipt by the State Treasurer of an order signed on behalf of the Authority by the Chairman or Vice Chairman of the Directors, requesting such authentication and delivery and designating the person or persons to receive the same or any part thereof.

Section 6.5 Application of Proceeds from Sale of Bonds. The entire proceeds derived by the Authority from the sale of the Bonds remaining after payment of the expenses of issuance of the Bonds, shall be paid to the State Treasurer, who shall apply such proceeds for the following purposes and in the following order: (a) payment into the Bond Fund of that portion of such proceeds that is allocable to premium (if any) and accrued interest, and (b) payment of the balance of such proceeds into the Construction Fund.

ARTICLE VII

ADDITIONAL BONDS

No additional bonds ranking on a parity of lien with the Bonds shall be issued by the Authority.

ARTICLE VIII

CONCERNING THE PROJECT WORK AND PAYMENT OF PROJECT COSTS

Section 8.1 Agreement Respecting Completion of Project Work. The Authority will cause the Project Work to be undertaken and completed, all as and to the extent provided in Article IV of the Lease. The Authority will complete the Project Work as soon as may be practicable, delays incident to any condition or event beyond the reasonable control of the Authority only excepted, including, without limitation, strikes, riots, acts of God and public enemy. The Authority will promptly pay or cause to be paid, as and when due, all Project Costs, but the Authority's obligation to pay such costs shall be limited to moneys on deposit in the Construction Fund and such other funds for the payment of such costs as may be made available by the Judicial System under the provisions of the Lease. The Authority will not suffer or permit any mechanics' or materialmen's liens that might be filed or otherwise claimed or established upon or against the Project or any part thereof to remain unsatisfied and undischarged for a period exceeding 30 days after the filing or establishment thereof; provided however, that the Authority may in good faith contest any such mechanics' or materialmen's lien claims so filed or established and, in the event that such lien claims are so contested, may permit the mechanics' or materialmen's liens so contested to remain unsatisfied and undischarged during the period of such contest and any appeal therefrom, irrespective of whether such period extends beyond the 30-day period after the filing or establishment of such liens, unless the State Treasurer shall be of the opinion that by such action the Project or any part thereof shall be subject to loss or forfeiture, in which event such mechanics' or materialmen's liens shall (unless they are bonded or superseded in a manner satisfactory to the State Treasurer) be satisfied prior to the expiration of said 30-day period.

Section 8.2 Construction Fund. There shall be created in the State Treasury a special trust fund, the name of which shall be the "Alabama Judicial Building Authority Construction Fund," for the purpose of providing funds for payment of Project Costs. The State Treasurer shall be and remain the depository, custodian and disbursing agent for the Construction Fund. The

proceeds from the sale of the Bonds remaining after the payment of the expenses of issuing the Bonds and after any required deposits to the Bond Fund, shall be paid to the State Treasurer who shall immediately deposit such proceeds in the Construction Fund, from which moneys shall be disbursed by the State Treasurer from time to time, upon notice given to the State Treasurer not less than three business days prior to the requested disbursement date, for the purpose of paying Project Costs, but only upon receipt of the following:

(a) Authority Requisition. A requisition signed by an Authorized Authority Representative and stating, with respect to each such payment, the amount requested to be paid, the name and address of the person, firm or corporation to whom such payment is due and the particular Project Cost for which the obligation to be paid was incurred;

(b) Building Commission and Project Supervisor Endorsements. Endorsements on such requisition signed by or on behalf of the Building Commission and the Project Supervisor containing the following certifications:

(i) a certification that the purpose for which such payment is to be made is one for which Construction Fund moneys are authorized in this Resolution to be expended;

(ii) a certification that the payment requested in such requisition has not formed the basis for any previous requisition for the disbursement of moneys in the Construction Fund or any previous payment out of the proceeds derived by the Authority from the sale of the Bonds;

(iii) in the case of a requisition for payment of any part of the cost of constructing of the Building (whether bills or contractors' estimates), a certification that the labor, services or materials represented thereby are located on, or referable to, the Project Site;

(iv) in the case of any requisition for payment of any part of the purchase price, other acquisition cost or installation cost of any item of the Project Equipment, a certification either (i) that such item of equipment is physically located on the Project Site and is in good condition, or (ii) that the amount so requested to be paid on account of such equipment, together with any amounts theretofore paid out of the Construction Fund on account thereof, represents no more than progress payments for such equipment which have been substantiated to the satisfaction of the Building Commission and the Project Supervisor; and

(v) a certification that the Building Commission has approved payment of the amount(s) reflected in such requisition as required by Section 41-10-271 of the Act;

provided, however, that the endorsement of the Project Supervisor shall only be required for requisitions relating to amounts payable under the Construction Contract; and

(c) Judicial System Endorsement. An endorsement on such requisition signed by an Authorized Judicial System Representative containing the following certifications:

(i) a certification that the Judicial System has approved payment of the amounts shown on such requisition;

(ii) a certification that the Judicial System is in compliance with Sections 8.6 and 8.7 of the Lease; and

(iii) a certification that the Judicial System is not aware of any event which, but for any required notice or grace period, would constitute an Event of Default.

Each requisition will be deemed to include all of the above certifications whether or not stated therein.

The completion of the Project Work and the payment of all Project Costs (except for amounts to be retained by the State Treasurer at the direction of the Building Commission and the Judicial System, as hereinafter provided, for any such costs not then due and payable or the liability for payment of which is being contested) shall be evidenced to the State Treasurer by a certificate signed by the Project Supervisor, the Building Commission and an Authorized Judicial System Representative as provided in Section 4.6 of the Lease. On the Completion Date, or as promptly thereafter as practicable, the State Treasurer shall set aside in the Construction Fund such amount as the Building Commission and the Judicial System, by written order furnished to the State Treasurer simultaneously with the aforesaid certificate establishing the Completion Date, may direct for the payment of any Project Costs not then due and payable or the liability for payment of which is then being contested by the Judicial System, or by the Authority at the direction of the Judicial System. After setting aside the amount (if any) required by the preceding sentence so to be set aside, the State Treasurer shall transfer from the Construction Fund the balance therein remaining (if any) and apply the same as follows:

(1) if (A) the aggregate proceeds of the Bonds theretofore deposited into the Construction Fund exceeds (B) the aggregate sum of Project Costs theretofore paid out of the Construction Fund or set aside therein pursuant to this Section 8.2, there shall be paid into the Redemption Fund the amount by which the sum referred to in the preceding clause (A) exceeds the sum referred to in the preceding clause (B) and after such payment (if any) into the Redemption Fund, the balance (if any) of the amount so to be transferred from the Construction Fund shall be paid to the Judicial System; or

(2) if the sum referred to in clause (B) of the preceding subparagraph (1) of this paragraph is equal to or greater than the sum referred to in clause (A) of said subparagraph (1), the amount then to be transferred from the Construction Fund shall be paid to the Judicial System.

The State Treasurer shall from time to time thereafter transfer from the Construction Fund so much of the balance at the time remaining therein as the Building Commission and the Judicial System may request and apply the same in accordance with the provisions of the preceding paragraph, irrespective of whether all the Project Costs with respect to which such moneys were so set aside have been paid; provided however, that in the event of a Lease Default, the State Treasurer may, notwithstanding the preceding provisions of this section and without any request or direction from the Building Commission and the Judicial System, promptly pay and transfer into the Bond Fund the entire amount of moneys then forming a part of the Construction Fund; and provided further, that, any provision hereof to the contrary notwithstanding, the State Treasurer may disburse moneys remaining in the Construction Fund after the Completion Date only for the purpose of paying Project Costs that were incurred by the Authority prior to the Completion Date or for the purpose of transferring such moneys to the Bond Fund.

The State Treasurer shall keep and maintain adequate records pertaining to the Construction Fund and all moneys received therein and disbursed therefrom, and when the Construction Fund has been completely closed, whether on the Completion Date or (in accordance with the provisions of the next preceding paragraph of this Section 9.2) thereafter, the State Treasurer shall file with the Authority, the Building Commission and the Judicial System an accounting of all moneys received into and disbursed from the Construction Fund.

Section 8.3 Investment of Construction Fund Moneys. Following the issuance of the Bonds, the Authority may thereafter at any time and from time to time request the State Treasurer to invest the money held in the Construction Fund (other than the Capitalized Interest Account which shall be invested as provided in Section 8.4 hereof) by furnishing to the State Treasurer a written certificate signed by an Authorized Judicial System Representative and stating (i) what portions (if any) of the moneys on deposit in the Construction Fund are not then needed for payment of Project Costs and (ii) the approximate dates that such presently unneeded moneys will be needed for the payment of Project Costs. Promptly after receipt of each such certificate, the State Treasurer shall, to the extent practicable, cause the Construction Fund moneys (other than moneys on deposit in the Capitalized Interest Account) certified in said certificate as not then needed for the payment of Project Costs to be invested in any Eligible Investments having stated maturities in such amounts and at such times, prior to or corresponding with the dates and amounts specified in said certificate, as to make available from the Construction Fund cash moneys sufficient to meet the needs of the Construction Fund as specified in said certificate. Such certificate shall contain specific instructions from the Authority as to the kind of Eligible Investments in which the presently unneeded moneys in the Construction Fund are to be invested, and the State Treasurer shall comply with such instructions to the extent that they are not inconsistent with the applicable provisions hereof; provided that the Authority will not instruct the State Treasurer to make any investment of moneys in the Construction Fund that would result in any of the Bonds being considered an "arbitrage bond" within the meaning of Section 148(a) of the Code and the applicable regulations thereunder. In the event that moneys in the Construction Fund (other than moneys on deposit in the Capitalized Interest Account) are invested pursuant to the provisions hereof, the Eligible Investments in which such moneys are so invested shall remain a part of the Construction Fund. Investment earnings and profits on amounts in the Construction Fund (other than moneys credited to the Capitalized Interest Account) shall be transferred to the Earnings Fund on receipt thereof. The State Treasurer shall convert any such investments into cash at their respective maturities, may sell or otherwise convert any such investments into cash if such sale or conversion is necessary to provide for payment of a requisition presented to it pursuant to the provisions of Section 8.2 hereof, and shall, upon written request of an Authorized Authority Representative, sell or otherwise convert any such investments into cash.

Section 8.4 Capitalized Interest Account. The provisions of this Section 8.4 shall apply notwithstanding anything to the contrary contained in Article VIII hereof. There shall be created by the State Treasurer a special trust fund within the Construction Fund, the name of which shall be the "Alabama Judicial Building Authority Construction Fund - Capitalized Interest Account," for the sole purpose of paying-capitalized interest on the Bonds prior to the Completion Date. There shall be promptly deposited into the Capitalized Interest Account from the moneys deposited in the Construction Fund upon issuance of the Bonds, the sum of \$4,971,188. The State Treasurer shall, if directed by the Judicial System, pay from the Capitalized Interest Account into the Bond Fund on behalf of the Authority, such amounts and at such times as the Judicial System directs as may be necessary to pay interest due on the Bonds prior to the Completion Date. Notwithstanding the foregoing sentence, if the Judicial System does not make any payments required by Section 5.2(a) of the Lease and does not direct the State Treasurer to make such payments from the Capitalized Interest Account, the State Treasurer is authorized to make such payments into the Bond Fund as are necessary to pay interest due on the Bonds prior to the Completion Date. The State Treasurer shall cause all the moneys on deposit in the Capitalized Interest Account that will not be immediately needed for payment of any maturing installment of interest on the Bonds to be kept continuously invested according to the instructions of the Authority in Federal Securities having such stated maturities as will assure the availability of cash moneys necessary to provide for payment of the interest on the Bonds, as such interest becomes due and payable. All securities and certificates in which any portion of the moneys in the Capitalized Interest Account are invested, together with all income therefrom, shall become a part of the Capitalized Interest Account.

All moneys remaining in the Capitalized Interest Account (if any) upon the Completion Date shall be paid into the Redemption Fund.

ARTICLE IX

APPLICATION OF REVENUES AND CREATION OF SPECIAL FUNDS

Section 9.1 Bond Fund. There shall be created within the State Treasury a special trust fund, the name of which shall be the "Alabama Judicial Building Authority Bond Principal and Interest Fund", for the purpose of providing for payment of the principal or Maturity Amount of and the interest and premium (if any) on the Bonds and which shall be maintained until such principal or Maturity Amount, interest and premium (if any) have been paid in full. The State Treasurer shall be and remain the depository, custodian and disbursing agent for the Bond Fund.

So long as any Indebtedness remains unpaid, the Authority will pay the following moneys into the Bond Fund:

(a) so long as the Lease is in full force and effect, no Lease Default shall have occurred and be continuing, and the Authority is not in default in the payment of any Indebtedness, the Authority will pay into the Bond Fund, or will cause to be paid therein, promptly as received by it, that portion of the Basic Rent provided for in Sections 5.2(a) and (b) of the Lease, all other moneys that are required by the provisions of the Lease to be paid therein, and all moneys that are specifically required by the provisions hereof to be paid therein; and

(b) at all times during which the Lease is not in full force and effect or during which a Lease Default shall have occurred and be continuing or during which the Authority is in default in the payment of any Indebtedness, the Authority will pay into the Bond Fund, or will cause to be paid therein, promptly as received by it, all revenues and receipts derived by it from the leasing or sale of the Project, together with all other moneys that are herein or in the Lease expressly required to be paid into the Bond Fund.

Out of the moneys on deposit in the Bond Fund, the State Treasurer shall make provision for payment of the principal and Maturity Amount of and the interest on the Bonds as said principal and interest respectively become due, as well as for any redemption of Bonds prior to maturity required by the provisions hereof or of any Supplemental Resolution. Moneys on deposit in the Bond Fund shall, subject to the provisions of Section 9.3 hereof, be used only for payment of the principal and Maturity Amount of and the interest on the Bonds upon or after their respective maturities and for any redemption of Bonds prior to maturity required by the provisions hereof or of any Supplemental Resolution. Except as provided in Section 9.3 hereof, all moneys deposited in the Bond Fund shall be applied to the payment of principal and Maturity Amount of or interest on the Bonds within thirteen months from the date of such deposit. All moneys received from the investment of moneys in the Bond Fund shall be applied to the payment of principal or Maturity Amount of, or interest on the Bonds within twelve months from the date of receipt of such investment income.

Section 9.2 Redemption Fund. There shall be created in the State Treasury a special trust fund, the name of which shall be the "Alabama Judicial Building Authority Bond Redemption Fund" and which shall be maintained as long as any of the Bonds are outstanding. There shall be paid into the Redemption Fund only such moneys as are herein and in the Lease expressly required to be paid therein. The State Treasurer shall, subject to the provisions of Section 9.3 hereof, use and apply the moneys in the Redemption Fund solely for the purpose of (i) redeeming Bonds prior to their respective maturities or (ii) purchasing Bonds for retirement at a price not greater than their par or face value (Accreted Amount in the case of Capital Appreciation Bonds), plus accrued interest thereon, or both; provided that if at any time the aggregate of the moneys on deposit in the Bond Fund shall not be sufficient to pay the principal or Maturity Amount of or the interest on any of the Bonds at the respective maturities of such principal or Maturity Amount and interest or the redemption price of any of the Bonds on the date on which, under the terms hereof or of

any Supplemental Resolution, they are required to be redeemed, then the moneys on deposit in the Redemption Fund shall be used to pay said principal or Maturity Amount or interest so maturing or the redemption price of any such Bonds, but only to such extent as may be necessary to prevent default in the payment thereof.

Not more than 60 and not less than 45 days prior to each Interest Payment Date, the State Treasurer shall determine the amount then on deposit in the Redemption Fund, and if such amount is sufficient to effect the redemption of at least \$100,000 in principal amount of Bonds, the State Treasurer shall so notify the Authority, whereupon the Authority will take such action as may be necessary under the provisions hereof to exhaust, as nearly as may be practicable, the moneys on deposit in the Redemption Fund by effecting the redemption of Bonds on the earliest practicable date thereafter on which such redemption may be effected, by purchasing Bonds for retirement as provided above, or by both effecting the redemption of Bonds and purchasing Bonds for retirement as aforesaid. So long as any of the Bonds are outstanding, moneys on deposit in the Redemption Fund shall be applied to the redemption of Bonds, and if less than all the Bonds are to be so redeemed at any one time, such redemption shall comply with the provisions of Section 6.2 hereof.

Section 9.3 Retirement of Bonds Under Certain Conditions. General Provisions Respecting Bond Fund. In the event that at any time the total sum of moneys on deposit in funds created under this Resolution (exclusive of sums subject to rebate to the United States and sums held in the Construction Fund) is sufficient to provide for retirement of all Bonds (including premium, if any, and the interest that will mature thereon until and on the date or dates they are retired), either by redemption prior to their respective maturities in accordance with the applicable provisions of this Resolution or by payment of a portion thereof at their respective maturities and redemption of the remainder prior to their respective maturities, the State Treasurer shall so notify the Authority in writing, and the Authority and the State Treasurer shall thereupon take such action as may be necessary under the provisions of Article V hereof to call for redemption, on the earliest practicable redemption date thereafter on which under the terms of this Resolution such redemption may be effected, all the Bonds subject to redemption that will come due after such redemption date. Any redemption of Bonds effected pursuant to the requirements of this section shall be subject to the provisions of, and shall be effected in the manner provided by Article V hereof.

In the event that at any time the moneys on deposit with the State Treasurer are sufficient so to effect retirement of all the Bonds as aforesaid or in the event that at any time the total of the moneys on deposit with the State Treasurer (exclusive of sums subject to rebate to the United States and sums in the Construction Fund) equals or exceeds the aggregate principal of the Bonds then outstanding plus the aggregate interest thereon then due and to become due until the maturity thereof, then and in either of such events no further payments need thereafter be made into the Bond Fund unless (i) further payments are needed to make good moneys paid therein that may have been lost for any reason whatsoever, or (ii) the Bonds thereafter become subject to mandatory redemption under any of the provisions hereof and further payments into the Bond Fund are needed to effect such redemption.

Section 9.4 Investment of Moneys in Funds Created Under this Resolution. The State Treasurer, to the extent practicable, shall keep the moneys in the following funds invested as follows:

(a) **Bond Fund.** The State Treasurer shall cause all the moneys on deposit in the Bond Fund (exclusive of any amount held therein for payment of matured but unrepresented Bonds, and Bonds called for redemption but not yet presented for payment) that will not be immediately needed for payment of any maturing installment of principal or Maturity Amount of or interest on the Bonds or for payment of the redemption price of any Bond called for redemption, to be kept continuously invested according to the instructions of the Authority in Eligible Investments having such stated maturities as will assure the availability of cash moneys necessary to provide for payment and redemption of the principal or Maturity Amount of and the interest on the Bonds, as such principal or Maturity Amount and interest respectively become due and payable (whether

at maturity, upon earlier call for redemption or otherwise). All securities and certificates in which any portion of the moneys in the Bond Fund are invested, together with all income therefrom, shall become a part of the Bond Fund.

(b) Construction Fund. The moneys on deposit in the Construction Fund shall be invested as provided in Sections 8.3 and 8.4 hereof.

(c) Redemption Fund. If at any time the total sum of moneys on deposit in the Redemption Fund is less than \$100,000, the State Treasurer shall, to the extent practicable, cause such moneys to be invested according to the instructions of the Authority in Eligible Investments having stated maturities, or being redeemable at the option of the holder at a stated price and time, not later than five years after the date of investment therein or the next succeeding date on which any of the Bonds are subject to redemption, whichever date is earlier. If at any time the total sum of moneys on deposit in the Redemption Fund is \$100,000 or more, the State Treasurer shall, to the extent practicable, cause such moneys to be invested in Eligible Investments having stated maturities, or being redeemable at the option of the owner at a stated price and time, not later than the next succeeding date on which any of the Bonds are subject to redemption, it being understood, however, that any investment of moneys in the Redemption Fund made when the total amount held therein is less than \$100,000 need not be converted into cash and reinvested in accordance with this sentence but may be held until the maturity thereof or until the conversion thereof into cash prior to maturity shall be required as a result of the use of the moneys in the Redemption Fund for the purchase of Bonds for retirement or the redemption of Bonds in accordance with the provisions of Section 9.2 hereof. All securities and certificates in which moneys in the Redemption Fund are invested shall become a part of the Redemption Fund. All earnings on the Redemption Fund shall be transferred to the Earnings Fund in the manner and at the times provided in Section 9.7(a) hereof. Moneys in the Redemption Fund shall not be invested at a Yield in excess of the Yield on the Bonds.

(d) Earnings Fund. The State Treasurer shall cause all moneys on deposit in the Earnings Fund to be kept continuously invested according to the instructions of the Authority in Eligible Investments having stated maturities as will assure the availability of cash moneys necessary to provide for payment into the Rebate Fund and the Bond Fund on the last day of each Rebate Bond Year the sums required by Section 9.7(a) hereof. All securities and certificates in which any portion of the moneys in the Earnings Fund are invested shall become a part of the Earnings Fund. Moneys in the Earnings Fund shall not be invested at a Yield in excess of the Yield on the Bonds.

(e) Rebate Fund. Moneys in the Rebate Fund may be invested in Federal Securities until needed for rebate to the United States.

In order to comply with the requirements of this Resolution, the State Treasurer may, at any time and from time to time, cause any Federal Securities or Eligible Investments forming a part of any Fund established under this Resolution to be sold or otherwise converted into cash, shall (upon written request of an Authorized Authority Representative) cause any such securities, certificates or investments to be sold or otherwise converted into cash (but if and only if, in the case of Federal Securities forming a part of the Bond Fund, such sale or other conversion into cash will not jeopardize the payment, when due, of the principal or Maturity Amount of and the interest on any of the Bonds or of the redemption price of any Bond required, by the provisions hereof or of any Supplemental Resolution, to be redeemed prior to its maturity), and shall cause any such securities, certificates or investments to be sold or otherwise converted into cash if and to the extent that such sale or conversion is necessary to obtain moneys to prevent a default in the payment, when due, of the principal or Maturity Amount of or the interest on the Bonds or of the redemption price of any Bond required, by the provisions hereof or of any Supplemental Resolution, to be redeemed prior to its maturity. In making any investment of moneys forming a part of such Funds, the State Treasurer shall follow the written instructions of an Authorized Authority Representative, but if and only to the extent that such instructions are not inconsistent with any applicable provisions of this Resolution; provided, however, that the Authority shall not

instruct the State Treasurer to make any investment of any such moneys that would result in any of the Bonds being considered "arbitrage bonds" within the meaning of Section 148(a) of the Code and the applicable regulations thereunder. In any determination of the amount at any time on deposit in such Funds, all securities, certificates or other investments in which any of the moneys in any such fund are invested shall be included therein at their then market value, exclusive of accrued interest. With respect to all such Funds, valuation shall occur semiannually.

The State Treasurer shall determine the value of all moneys and investments held in or credited to each Fund as of the end of each calendar month during which any Bonds remain outstanding. In making such determination, Eligible Investments and Federal Securities shall be valued as follows:

- (i) as to investments the bid and asked prices of which are published on a regular basis in The Wall Street Journal (or, if not there, then in The New York Times): the average of the bid and asked prices for such investments so published on or most recently prior to such time of determination;
- (ii) as to investments the bid and asked prices of which are not published on a regular basis in The Wall Street Journal or The New York Times: the average bid price at such time of determination for such investments by any two nationally recognized government securities dealers (selected by the State Treasurer in its absolute discretion) at the time making a market in such investments or the bid price published by a nationally recognized pricing service;
- (iii) as to certificates of deposit and bankers acceptances: the face amount thereof, plus accrued interest; and
- (iv) as to any investment not specified above: the value thereof established by prior agreement between the Authority, the State Treasurer and the Insurer.

Section 9.5 Commingling of Moneys in Separate Funds. Any provision hereof to the contrary notwithstanding, moneys on deposit in any of the Funds created hereunder may be commingled and combined for the purpose of making investments under the provisions of Section 8.3 and 9.4 hereof, subject to the following conditions:

(a) all interest, income or profit realized from any such commingled investment shall be credited, and all losses resulting therefrom shall be charged, to each Fund in the same respective proportions as the amount invested from each such Fund bears to the total amount so invested; and

(b) no moneys forming a part of any Fund shall be invested in any investments other than such as are expressly authorized herein.

Section 9.6 Rebate of Excess Investment Earnings to United States. The Authority shall rebate to the United States all Excess Investment Earnings received in connection with the Bonds as follows:

(a) **Creation of Funds.** There shall be created in the State Treasury, as separate funds distinct from all other Funds and accounts held by the State Treasurer under this Resolution, the Earnings Fund and the Rebate Fund. Notwithstanding any other provisions herein, all interest earnings and profits on amounts in all Funds and accounts established under this Resolution, other than (i) interest earnings and profits on the Earnings Fund, the Bond Fund and any other Funds referenced in subsection (c)(5) of this section, (ii) interest earnings and profits on amounts in Funds and accounts which do not constitute Gross Proceeds, and (iii) interest earnings and profits on the Rebate Fund, shall, upon receipt by the State Treasurer, be deposited in the Earnings Fund. Annually, as soon as practicably possible after completion of the calculation required by subsection

(c) below, the State Treasurer shall transfer from the Earnings Fund to the Rebate Fund for purposes of ultimate payment to the United States an amount equal to Excess Investment Earnings, all as more particularly described in this section. Following the transfer referenced in the preceding sentence, the State Treasurer shall transfer all amounts remaining in the Earnings Fund to the Bond Fund to be used for the payment of Debt Service on the next Interest Payment Date, and, for such purpose, Debt Service due from the Authority on such date shall be credited by an amount equal to the amount so transferred.

(b) Duties of Authority in General. The Authority shall calculate, or cause to be calculated, Excess Investment Earnings in accordance with subsection (c) and shall assure payment of an amount equal to Excess Investment Earnings to the United States in accordance with subsections (d) and (e).

(c) Calculation of Excess Investment Earnings. Within thirty (30) days following the last day of the first Rebate Bond Year, the State Treasurer shall calculate, or cause to be calculated, and shall provide written notice to the Authority and the Judicial System of, the Excess Investment Earnings referenced in paragraph (i) of the definition of Excess Investment Earnings. Thereafter, within thirty (30) days following the last day of each Rebate Bond Year and within thirty (30) days following the date of the retirement of the Bonds, the State Treasurer shall calculate, and shall provide written notice to the Authority and the Judicial System of, the amount of Excess Investment Earnings. Said calculations shall be made or caused to be made by the State Treasurer in accordance with the following:

(1) Except as provided in (2), in determining the amount described in paragraph (i)(A) of the definition of Excess Investment Earnings, the aggregate amount earned on Nonpurpose Investments shall include (i) all income realized under federal income tax accounting principles (whether or not the person earning such income is subject to federal income tax) with respect to such Nonpurpose Investments and with respect to the reinvestment of investment receipts from such Nonpurpose Investments (without regard to the transaction costs incurred in acquiring, carrying, selling or redeeming such Nonpurpose Investments), including, but not limited to, gain or loss realized on the disposition of such Nonpurpose Investments (without regard to when such gains are taken into account under Section 453 of the Code relating to taxable year of inclusion of gross income), and income under Section 1272 of the Code (relating to original issue discount) and (ii) any unrealized gain or loss as of the date of retirement of the Bonds in the event that any Nonpurpose Investment is retained after such date.

(2) In determining the amount described in paragraph (i) of the definition of Excess Investment Earnings, Investment Property shall be treated as acquired for its fair market value at the time it becomes a Nonpurpose Investment, so that gain or loss on the disposition of such Investment property shall be computed with reference to such fair market value as its adjusted basis.

(3) In determining the amount described in paragraph (i)(B) of the definition of Excess Investment Earnings, the Yield on the Bonds shall be determined based on the actual Yield on the Bonds during the period between the Closing Date of the Bonds and the date the computation is made (with adjustments for original issue discount or premium).

(4) In determining the amount described in paragraph (ii) of the definition of Excess Investment Earnings, all income attributable to the excess described in paragraph (i) of said definition must be taken into account, whether or not that income exceeds the Yield on the Bonds, and no amount may be treated as "negative arbitrage".

(5) In determining the amount of Excess Investment Earnings, there shall be excluded any amount earned on any fund or account which is used primarily to achieve a proper matching of revenues and Debt Service within each Rebate Bond Year and which

is depleted at least once a year except for a reasonable carryover amount not in excess of the greater of one year's earnings on such fund or account or one-twelfth of annual Debt Service as well as amounts earned on said earnings.

(6) Notwithstanding any provision in this Resolution to the contrary, if any amount in the Rebate Fund is determined to be exempt from rebate pursuant to Section 148(f)(4)(B)(iv)(II) of the Code, relating to the expenditure of bond proceeds within the time periods specified in such section, such amount shall not be considered as Excess Investment Earnings, shall not be paid to the United States and shall be transferred to the Bond Fund.

(d) Payment to the United States. The Authority shall direct the State Treasurer to pay from the Rebate Fund an amount equal to Excess Investment Earnings to the United States in installments with the first payment to be received by the United States not later than sixty (60) days after the end of the fifth Bond Year and with subsequent payments to be made not later than five (5) years after the preceding payment was due. The Authority shall assure that each such installment is in an amount equal to at least 90 percent of the Excess Investment Earnings with respect to the Gross Proceeds as of the close of the computation period. The Authority shall direct the State Treasurer to pay from the Rebate Fund to the United States 100 percent of the theretofore unpaid Excess Investment Earnings in a manner resulting in the receipt of such payment by the United States not later than sixty (60) days after the retirement of the Bonds. In the event that there are any amounts remaining in the Rebate Fund following the payment required by the preceding sentence, the State Treasurer shall pay said amounts to the Authority to be used for any lawful purpose of the Authority. The Authority shall remit payments to the United States at the address prescribed by the Regulations as the same may be from time to time in effect with such reports and statements as may be prescribed by such Regulations. In the event that, for any reason, amounts in the Rebate Fund are insufficient to make the payments to the United States which are required by this subsection (d), the Authority shall assure that such payments are made by the Authority to the United States, on a timely basis, from any funds lawfully available there for.

(e) Further Obligation of Authority. The Authority shall assure that Excess Investment Earnings are not paid or disbursed except as required in this Section. To that end the Authority shall assure that investment transactions are on an arm's length basis and that Non-purpose Investments are acquired at their fair market value. In the event that Nonpurpose Investments consist of certificates of deposit or investment contracts, investment in such Nonpurpose Investments shall be made in accordance with the procedures described in applicable Regulations as from time to time in effect.

(f) Maintenance of Records. The Authority shall keep, and retain for a period of six (6) years following the retirement of the Bonds, records of the determinations made pursuant to this Section 9.6. The State Treasurer shall keep, and retain for a period of six (6) years following the retirement of the Bonds, records relating to the receipt, investment, disbursement, allocation and application of all the Funds hereunder, and with respect to each investment of moneys in each such Fund, such records shall specify, without limitation, the purchase date, par amount, purchase price, coupon rate, yield, maturity and the dates and amounts of any payments with respect thereto.

(g) Independent Consultants. In order to provide for the administration of this Section 9.6, the Authority and the State Treasurer, with the approval of the Judicial System, may provide for the employment of independent attorneys, accountants and consultants compensated on such reasonable basis as the Authority or the State Treasurer, with the approval of the Judicial System, may deem appropriate, such compensation to be paid by the Judicial System under the Lease.

(h) Notwithstanding any other provision to the contrary herein, if the procedures outlined in this Section are inadequate or inappropriate to achieve compliance with federal tax laws and regulations, then the Authority, without the adoption of any amendment to this Resolution, shall take such actions and institute such procedures and accounting as are necessary and

appropriate to assure such compliance and the continued exclusion of the interest on the Bonds from gross income for federal income taxation purposes.

Section 9.7 Payment Procedure Pursuant to Municipal Bond Insurance Policy. (a) As long as the Municipal Bond Insurance Policy shall be in full force and effect, the Authority, the State Treasurer and any paying agent who may subsequently be designated shall comply with the following provisions:

(i) If the State Treasurer or paying agent, if any, determines that there will be insufficient funds in the Funds and accounts to pay the principal or Maturity Amount of or interest on the Bonds on any Interest Payment Date, the State Treasurer or paying agent, if any, shall so notify the Insurer at least five (5) days prior to such Interest Payment Date. Such notice shall specify the amount of the anticipated deficiency, the Bonds to which such deficiency is applicable and whether such Bonds will be deficient as to principal or interest, or both. If the State Treasurer or paying agent, if any, has not so notified the Insurer five (5) days prior to an Interest Payment Date, the Insurer will make payments of principal or Maturity Amount or interest due on the Bonds on or before the fifth (5th) day next following the date on which the Insurer shall have received notice of nonpayment from the State Treasurer or paying agent, if any.

(ii) The State Treasurer or paying agent, if any, shall, after giving notice to the Insurer as provided in (i) above, making available to the Insurer and, at the Insurer's direction, to the United States Trust Company of New York, as insurance trustee for the Insurer or any successor insurance trustee (the "Insurance Trustee"), the registration books of the Authority maintained by the State Treasurer or paying agent, if any, and all records relating to the Funds and accounts maintained under this Resolution.

(iii) The State Treasurer or paying agent, if any, shall provide the Insurer and the Insurance Trustee with a list of registered Owners of Bonds entitled to receive principal or Maturity Amount or interest payments from the Insurer under the terms of the Municipal Bond Insurance Policy, and shall make arrangements with the Insurance Trustee (i) to mail checks or drafts to the registered Owners of Bonds entitled to receive full or partial interest payments from the Insurer and (ii) to pay principal or Maturity Amount upon Bonds surrendered to the Insurance Trustee by the registered Owners of Bonds entitled to receive full or partial principal or Maturity Amount payments from the Insurer.

(iv) The State Treasurer or paying agent, if any, shall, at the time it provides notice to the Insurer pursuant to (i) above, notify registered Owners of Bonds entitled to receive the payment of principal, Maturity Amount or interest thereon from the Insurer (A) as to the fact of such entitlement, (B) that the Insurer will remit to them all or a part of the interest payments next coming due upon proof of Bondholder entitlement to interest payments and delivery to the Insurance Trustee, in form satisfactory to the Insurance Trustee, of an appropriate assignment of the registered Owner's right to payment, (C) that should they be entitled to receive full payment of principal or Maturity Amount from the Insurer, they must surrender their Bonds (along with an appropriate instrument of assignment in form satisfactory to the Insurance Trustee to permit ownership of such Bonds to be registered in the name of the Insurer) for payment to the Insurance Trustee, and not the State Treasurer or paying agent, if any, and (D) that should they be entitled to receive partial payment of principal or Maturity Amount from the Insurer, they must surrender their Bonds for payment thereon first to the State Treasurer or paying agent, if any, who shall note on such Bonds the portion of the principal or Maturity Amount paid by the State Treasurer or paying agent, if any, and then, along with an appropriate instrument of assignment in form satisfactory to the Insurance Trustee, to the Insurance Trustee, which will then pay the unpaid portion of principal or Maturity Amount.

(v) In the event that the State Treasurer or paying agent, if any, has notice that any payment of principal or Maturity Amount of or interest on a Bond which has become due for payment and which is made to a Bondholder by or on behalf of the Authority has been deemed a preferential transfer and theretofore recovered from its registered owner pursuant to the United States Bankruptcy Code by a trustee in bankruptcy in accordance with the final, nonappealable order of a court having competent jurisdiction, the State Treasurer or paying agent, if any, shall, at the time the Insurer is notified pursuant to (i) above, notify all registered Owners that in the event that any registered Owner's payment is so recovered, such registered Owner will be entitled to payment from the Insurer to the extent of such recovery if sufficient funds are not otherwise available, and the State Treasurer or paying agent, if any, shall furnish to the Insurer its records evidencing the payments of principal or Maturity Amount of and interest on the Bonds which have been made by the State Treasurer or paying agent, if any, and subsequently recovered from registered Owners and the dates on which such payments were made.

(vi) In addition to those rights granted the Insurer under this Resolution, the Insurer shall, to the extent it makes payment of principal or Maturity Amount of or interest on Bonds, become subrogated to the rights of the recipients of such payments in accordance with the terms of the Municipal Bond Insurance Policy, and to evidence such subrogation (A) in the case of subrogation as to claims for past due interest, the State Treasurer or paying agent, if any, shall note the Insurer's rights as subrogee on the registration books of the Authority maintained by the State Treasurer or paying agent, if any, upon receipt from the Insurer of proof of the payment of interest thereon to the registered owners of the Bonds, and (B) in the case of subrogation as to claims for past due principal or Maturity Amount, the State Treasurer or paying agent, if any, shall note the Insurer's rights as subrogee on the registration books of the Authority maintained by the State Treasurer or paying agent, if any, upon surrender of the Bonds by the registered Owners thereof together with proof of the payment of principal or Maturity Amount thereof.

Section 9.8 Order of Payment of Authority Obligations if Rent Payments Insufficient. If the amounts received by the Authority from the leasing or sale of the Project are insufficient to enable the Authority to make all payments required under this Resolution, the amounts received by the Authority from the leasing or sale of the Project shall be applied in the following order of priority:

- (a) Payment of interest due on the Current Interest Bonds;
- (b) Payment of principal or Maturity Amount due on the Bonds either due to scheduled maturity or required redemption pursuant to a Mandatory Redemption Requirement; and
- (c) All other payments required to be made under this Resolution.

ARTICLE X

PARTICULAR COVENANTS OF THE AUTHORITY

Section 10.1 Payment of the Bonds. The Authority will pay or will cause to be paid, out of the revenues and receipts derived from the leasing or sale of the Project, the principal and Maturity Amount of and the interest and premium (if any) on the Bonds as specified therein and it will otherwise perform all obligations that, either expressly or by reasonable implication, are imposed on it in this Resolution.

Section 10.2 Priority of Pledge. The pledge herein made of the revenues and receipts from any leasing or sale of the Project shall be prior and superior to any pledge thereof hereafter made for the benefit of any other securities hereafter issued or any contract hereafter made by the

Authority. In the event the Authority should hereafter issue any other securities payable, in whole or in part, out of the revenues or receipts to be derived from the leasing or sale of the Project or for which any part of said revenues or receipts may be pledged, or in the event the Authority should hereafter make any contract payable, in whole or in part, out of said revenues and receipts or for which any part of said revenues and receipts may be pledged, the Authority will, in the proceedings under which any such securities or contract are hereafter authorized, recognize the priority of the pledge of said revenues and receipts made herein for the benefit of the Bonds. The Authority recognizes that in the Lease it has agreed

(a) not to issue any securities, other than the Bonds, that are payable out of or secured by a pledge of the revenues and receipts derived by the Authority from the leasing or sale of the Project or any part hereof, and

(b) not to place any mortgage or other encumbrance on the Project,

without, in either case, the prior written request or consent of the Judicial System and the State Treasurer.

Section 10.3 Concerning the Lease. The rights and privileges of the State Treasurer and the Bondholders are specifically made subject to the rights, options and privileges of the Judicial System under the Lease, so long as there is in existence no Event of Default, and nothing herein contained shall be construed to impair the rights, options and privileges granted to the Judicial System by the Lease. The Authority will perform and observe, or cause to be performed and observed, all agreements, covenants, terms and conditions required to be observed and performed by it in the Lease. Without relieving the Authority from the consequences hereunder of any default in connection therewith, the State Treasurer (on behalf of the Authority) may perform and observe, or cause to be performed and observed, any such agreement, covenant, term or condition, all to the end that the Authority's rights under the Lease may be unimpaired and free from default.

The Authority will promptly notify the State Treasurer in writing of (i) the occurrence of any Lease Default, provided that the Authority has knowledge of such default, and (ii) the giving of any notice of default under the Lease. The Authority will also promptly notify the State Treasurer in writing if, to the knowledge of the Authority, the Judicial System fails to perform or observe any of the agreements or covenants on its part contained in the Lease. In the event of the occurrence of a Lease Default, any such giving of notice of default or any such failure, whether notice thereof is given to the State Treasurer by the Authority, as aforesaid, or whether the State Treasurer independently has knowledge thereof, the State Treasurer will promptly give written notice thereof to the Judicial System and shall in such notice expressly require the Judicial System to perform or observe the agreement or covenant with respect to which the Judicial System is delinquent, all to the end that if the Judicial System does not perform or observe such agreement or covenant (or cause such agreement or covenant to be performed or observed) in the manner and within the time provided by the Lease, a Lease Default may be declared without delay.

So long as the Lease shall remain in effect the Authority will cause the Basic Rent to be paid to the State Treasurer as provided in the Lease. The Authority will not cancel, terminate or modify, or consent to the cancellation, termination or modification of, the Lease (except as is specifically provided, authorized or contemplated herein) unless and until the entire Indebtedness shall have been paid in full; provided however, that with the written consent of the State Treasurer, the Authority may terminate the Lease under the provisions thereof authorizing such termination upon the occurrence of a Lease Default. In the event of a Lease Default, or in the event of a default on the part of the lessee under any subsequent lease entered into by the Authority with respect to the Project or any part thereof, the Authority will cooperate with the State Treasurer as assignee of the Authority in exhausting or causing to be exhausted, as promptly as may be practicable, all legal remedies that it may have against the Judicial System or other defaulting lessee, as the case may be, to obtain compliance with the provisions of the Lease or of any subsequent lease, including payment of the rentals therein provided and performance and observance of all agreements and covenants on the part of the Judicial System or other lessee

therein contained. In the event it should become necessary for the State Treasurer, as assignee of the Authority, to terminate the Lease, or any subsequent lease entered into by the Authority with respect to the Project or any part thereof, to prevent an Event of Default, the Authority and the State Treasurer will, following any such termination (with the consent of the State Treasurer, as aforesaid, for termination of the Lease) as a consequence of any Lease Default or any default by the lessee under any subsequent lease, as the case may be, use their best efforts to lease the Project in such manner and on such terms as shall produce net revenues sufficient to provide for payment of the principal and Maturity Amount of and the interest and premium (if any) on the Bonds when due (whether at maturity, by redemption or otherwise) and to that end will use their best efforts to provide in any such lease that the lessee thereunder will pay the costs of all repairs, maintenance, alterations and insurance, all utility charges, all taxes and other governmental charges, and all other operating and incidental costs and expenses, all to the end that all cash rent payable to the Authority under such lease may be used for payment of the principal and Maturity Amount of and the interest and premium (if any) on the Bonds. Any such subsequent lease so made shall be subject to this Resolution. Prior to entering into any subsequent lease of the Project to any tenant or tenants other than the State or any department or agency thereof, the Authority shall deliver to the State Treasurer an opinion of Bond Counsel satisfactory to the State Treasurer to the effect that the execution of such lease and the use of the Project contemplated thereby will not adversely affect the exclusion of the interest income on the Bonds from gross income for purposes of federal income taxation.

Section 10.4 Maintenance, Repairs, Changes, Alterations, Taxes and Other Charges. The Authority will continuously maintain the Building, the Project Equipment and the other improvements located on the Project Site in good repair and operating condition (reasonable wear and tear excepted), making from time to time all necessary and proper repairs thereto (including, without limitation, exterior and structural repairs), or it will cause the Building, the Project Equipment and said improvements to be so maintained and such repairs to be so made; provided however, that the Authority shall not be obligated to repair or replace any of the Project Equipment that may become inadequate, obsolete, worn-out, unsuitable or unnecessary in the operation of the Project or to cause any such Project Equipment to be repaired or replaced. Without the prior express written consent of the State Treasurer, the Authority will not itself make, or permit to be made, any change or alteration in the Project other than those permitted or contemplated by the Lease.

The Authority will pay, or will cause to be paid, as the same respectively become due and payable,

(a) all taxes and governmental charges of any kind whatsoever that may be lawfully assessed or levied against or with respect to the Project or any part thereof, including, without limiting the generality of the foregoing, any taxes levied upon or with respect to any part of the receipts, income or profits of the Authority from the Project and other taxes levied upon or with respect to the Project which, if not paid, would become a lien on the Project or any part thereof or a charge on the revenues and receipts from the Project prior to or on a parity with the charge thereon and the pledge and assignment thereof created and made in this Resolution, and

(b) all assessments and charges lawfully made by any governmental body for public improvements that may be secured by a lien on the Project, provided that with respect to special assessments or other governmental charges that may lawfully be paid in installments over a period of years, the Authority shall be obligated to pay, or cause to be paid, only such installments as come due while any part of the Indebtedness remains outstanding and unpaid.

The Authority may, however, defer or cause to be deferred payment of any such taxes, charges or assessments pending the bona fide contest thereof unless the State Treasurer shall be of the opinion that by such action the lien of this Resolution as to any part of the Project Revenues shall be

endangered or impaired or the Project or any part thereof shall be subject to loss or forfeiture, as determined by the State Treasurer in its sole discretion, in which event any such payment then due shall not be deferred.

The Authority will also pay, or cause to be paid, as the same respectively become due, all utility and other similar charges incurred in the operation, maintenance, use and upkeep of the Project.

Section 10.5 Warranty of Title. The Authority warrants that it has a fee simple interest in the real property described as Parcels 8, 9, 9.01, 9.02, 10, 11, 12 and 14 on Exhibit A attached hereto (the real property described as Parcels 7 and 13 on Exhibit A being subject to pending condemnation proceedings) and that the same are free and clear of every lien, encumbrance, trust or charge, other than Permitted Encumbrances; and warrants that it will forever warrant and defend the title to the Project unto the State Treasurer, for the benefit of the Owners of the Bonds; against the claims of all persons whomsoever, except those claiming under Permitted Encumbrances.

Section 10.6 Sale of Project Prohibited Except under Certain Conditions. Consolidation of Authority with Other Public Corporation, etc. The Authority will not hereafter sell or otherwise dispose of the whole or any part of the Project until the Indebtedness has been paid in full, or unless and until provision for such payment has been made. If the laws of the State at the time shall permit such action to be taken, nothing contained in this section shall prevent (a) the consolidation of the Authority with, or the merger of the Authority into, any public corporation having corporate authority to undertake and perform the obligations and agreements of the Authority under the Lease and this Resolution and whose property and income are not subject to taxation by either the State or the United States of America or (b) the transfer by the Authority of the Project as an entirety to the State or to another public corporation having corporate authority to undertake and perform the obligations and agreements of the Authority under the Lease and this Resolution and whose property and income are not subject to taxation by either the State or the United States of America; provided that upon any such consolidation, merger or transfer the following conditions shall be satisfied: (i) the due and punctual payment of the principal of and the interest and premium (if any) on the Bonds according to their tenor and the due and punctual performance and observance of all the agreements and conditions of the Lease and this Resolution to be kept and performed by the Authority shall be expressly assumed in writing by the corporation resulting from such consolidation or surviving such merger or to which the Project shall be transferred as an entirety; (ii) such consolidation, merger or transfer shall not cause or result in any lien being imposed on the revenues from the Project that will be prior to the pledge of the revenues from the Project made in this Resolution for the benefit of the Bonds, or in the interest income on any of the Bonds becoming subject to income taxation by the State or the United States of America. Nothing contained herein shall, however, be construed to prevent the Authority from disposing of any of the Project Equipment pursuant to the provisions of Section 11.2 hereof.

Section 10.7 Freedom of Project from Liens. The Authority will keep the Project free from all liens and encumbrances (other than Permitted Encumbrances), but it may defer payment pending the bona fide contest of any claim unless the State Treasurer shall be of the opinion that by such action the Project or any part thereof shall be subject to loss or forfeiture, as determined by the State Treasurer in its sole discretion, in which event any such payment then due shall not be deferred. Nothing herein contained shall be construed to prevent the Authority from hereafter purchasing, for use in connection with the Project, additional property on conditional or lease sale contract or subject to vendor's lien or purchase money mortgage, and as to all property so purchased (other than property that is, under the terms hereof, to constitute part of the Project), this Resolution shall be subject and subordinate to such conditional or lease sale contract, vendor's lien or purchase money mortgage.

Section 10.8 Inspection by State Treasurer. The Authority will permit the State Treasurer and its duly authorized agents to inspect, at any reasonable time, any and every part of the Project and will permit the State Treasurer to inspect, at any reasonable time, the books and records of the

Authority pertaining to the Project. The Authority will assist in furnishing facilities for any such inspection.

Section 10.9 Insurance Covering the Project. The Authority shall cause the Judicial System at its expense to keep the Project insured as provided in the Lease. The Authority shall also cause the Judicial System to deposit with the State Treasurer all policies of insurance required to be maintained by the Judicial System under the Lease or a certificate or certificates of the respective insurers providing such insurance which attest the fact that the same is in full force and effect. Prior to the expiration or cancellation of any such policy, the Authority shall cause the Judicial System to furnish to the State Treasurer evidence reasonably satisfactory to the State Treasurer that such policy has been renewed or replaced by another policy or that there is no necessity therefor under the Lease.

Section 10.10 Further Assurances. The Authority:

(a) will, upon reasonable request, execute and deliver such further instruments and do such further acts as may be necessary or proper to carry out more effectually the purposes of this Resolution, and in particular (without in any way limiting the generality of the foregoing) to transfer to the State Treasurer the assets, powers, instruments and funds held hereunder and to confirm the lien of this Resolution with respect to any Bonds issued hereunder, and

(b) will take all actions that at any time and from time to time may be necessary (or, in the opinion of the State Treasurer, may be necessary) to perfect, preserve, protect and secure the interests of the Authority and the State Treasurer, or either, in and to the Lease.

No failure to request such further instruments or further acts shall be deemed a waiver of any right to the execution and delivery of such instruments or the doing of such acts or to be deemed to affect the interpretation of any provisions of this Resolution.

ARTICLE XI

CERTAIN PROVISIONS RELATING TO THE POSSESSION, USE AND RELEASE OF PROJECT AND TO THE DISPOSITION OF INSURANCE PROCEEDS AND CONDEMNATION AWARDS

Section 11.1 Retention of Possession of Project by Authority. Unless an Event of Default shall have occurred and be continuing, or except as otherwise provided herein, the Authority may retain actual possession of the Project and may manage and lease the same, and may collect, use and enjoy the rents, revenues, income and profits thereof to such extent as does not violate any of the Authority's covenants herein contained or contained in the Lease.

Section 11.2 Release of Project Equipment. Reference is hereby made to Section 6.3 of the Lease which permits the Judicial System, upon compliance with the conditions therein contained, to remove items of the Project Equipment from the Project Site and to sell or otherwise dispose of the same free and clear of the demise of the Lease. The State Treasurer, as the assignee of the Lease from the Authority, shall execute and deliver any instruments that the Judicial System may deem necessary to confirm the release of any of the Project Equipment from the demise of the Lease.

Section 11.3 Release Upon Payment of Condemnation Award to State Treasurer. If the Project or any part thereof shall be taken through the exercise of the power of Eminent Domain, the entire condemnation award referable thereto (including any portion of such award referable to any of the Project Equipment) shall be paid directly to the State Treasurer. Upon payment to the State Treasurer of such award, the State Treasurer shall, at the expense of the Authority, execute and deliver to the Authority and to the person, firm, corporation or governmental agency successfully exercising such power of Eminent Domain any and all instruments that may be

necessary to release from the demise of the Lease all property forming part of the Project that shall be so taken.

Section 11.4 Disposition of Condemnation Award. Reference is hereby made to the Lease wherein it is provided that if title to all or any part of the Project shall be taken through the exercise of the power of Eminent Domain, the entire condemnation award referable thereto shall be paid to and held by the State Treasurer and shall thereafter be applied by the State Treasurer in the manner and for the purposes specified in Section 7.2 of the Lease.

Section 11.5 Termination of Lease. Upon termination of the Lease, the State Treasurer (i) shall segregate and set aside in the Bond Fund (out of moneys therein and moneys in the Construction Fund, the Redemption Fund and the Earnings Fund to the extent not needed for rebate to the United States, any insurance proceeds or condemnation awards then held by the State Treasurer that are referable to the Project and that are available for the retirement of Bonds, and any moneys payable by the Judicial System pursuant to the provisions of the Lease, in the order named) moneys sufficient to retire the Bonds and pay all other Indebtedness, and (ii) shall, in accordance with the applicable provisions of the Lease, dispose of any balance of such moneys not needed for the retirement of the Bonds and the payment of all other Indebtedness.

Section 11.6 Release of Unimproved Parts of Project Site. The Authority may, at any time and from time to time, obtain the release of any unimproved part of the Project Site, and the State Treasurer shall confirm the release of the same from the Lease upon deposit by the Authority with the State Treasurer of evidence of compliance by the Judicial System of the requirements for release contained in Section 11.1 of the Lease.

ARTICLE XII

EVENT OF DEFAULT AND REMEDIES OF STATE TREASURER AND BONDHOLDERS

Section 12.1 Events of Default Defined. Any of the following shall be an "Event of Default" under this Resolution, and the term "Event of Default" shall mean, whenever it is used in this Resolution, any one or more of the following conditions or events:

(a) failure by the Authority to pay the principal or Maturity Amount of or the interest or premium (if any) on any Bond as and when the same become due as therein and herein provided (whether such shall become due at maturity, upon redemption, by acceleration or otherwise);

(b) a Lease Default;

(c) failure by the Judicial System to exercise its option to renew the Lease prior to payment in full of all Indebtedness;

(d) failure by the Authority to perform and observe any of the agreements and covenants on its part herein contained other than (i) its agreement to pay the principal or Maturity Amount of and the interest and premium (if any) on the Bonds, and (ii) any other agreement with respect to which its failure to perform is the result of a Lease Default after 30 days from the date of written notice to it of such failure given by the State Treasurer or the Owners of not less than 25% in principal amount of the Bonds then outstanding hereunder;

(e) failure by the Authority to pay any amounts due to the Insurer as and when such payments become due;

(f) appointment by a court having jurisdiction of a receiver or custodian for the Project or for a substantial part thereof, or approval by a court of competent jurisdiction of any petition for rearrangement or readjustment of the obligations of the Authority under any provisions of the bankruptcy laws of the United States, or the entry of an order for relief by such court with respect thereto; or

(g) any material warranty, representation or other statement by or on behalf of the Authority in the Lease or this Resolution, or in any certificate furnished in compliance with or in reference to the Lease or this Resolution, being false or misleading in any material respect at the time made.

Section 12.2 Remedies on Default. Upon the occurrence and continuation of any Event of Default, the State Treasurer shall have the following rights, powers and remedies, subject to the provisions of Sections 12.7 and 17.11 hereof:

(a) **Acceleration.** The State Treasurer may, by written notice to the Authority and the Insurer, and with the consent of the Insurer, and shall, at the direction of the Insurer or 66-2/3% of the Bondholders with the consent of the Insurer, declare the principal of and the interest accrued on all the Bonds forthwith due and payable, and thereupon they shall so be, anything herein or therein to the contrary notwithstanding. In the event that the Insurer shall make any payments of principal or Maturity Amount of, and/or interest on, any of the Bonds pursuant to the terms of the Municipal Bond Insurance Policy, and the Bonds are accelerated pursuant to the terms of this Resolution, the Insurer may, at any time and at its sole option, pay to any owners of the Bonds all or a portion of amounts due under the Bonds prior to the stated maturity dates thereof.

(b) **Other Remedies.** The State Treasurer shall have the power to proceed with any other right, power or remedy independent of or in aid of the foregoing powers, as it may deem best, including the right to secure specific performance by the Authority of any agreement on its part herein contained, and the right to the appointment, as a matter of right and without regard to the sufficiency of the security afforded by the Project, of a receiver in equity for the maintenance, insurance and leasing of the Project and the collection and application of the earnings, rents and income therefrom. The rights, remedies and powers here specified are to be cumulative to all other available rights, remedies or powers and shall not exclude any such rights, remedies or powers, including the right to institute appropriate proceedings for a deficiency judgment.

If, upon the occurrence of an Event of Default, the Authority makes good the default which is the reason for such Event of Default and every other default hereunder (except any principal or Maturity Amount and interest declared payable that would, absent such declaration, not then be payable), with interest on all overdue payments of principal, Maturity Amount, interest and premium (if any), then the State Treasurer may in its discretion and with the consent of the Insurer (and shall upon the written request of the Owners of a majority in principal amount or Maturity Amount of the then outstanding Bonds), waive such default and its consequences, but no such waiver shall affect any subsequent default or right relative thereto. Further, upon the occurrence of any Event of Default, except a default in the payment of the principal or Maturity Amount of or the interest or premium (if any) on the Bonds, the State Treasurer may in its discretion and with the consent of the Insurer (and shall upon the written request of the Owners of a majority in principal amount or Maturity Amount of the then outstanding Bonds), waive such default and its consequences without the Authority having theretofore made good such default, but no such waiver shall affect any subsequent default or right relative thereto. In case any proceeding taken by the State Treasurer on account of any Event of Default shall have been discontinued or abandoned for any reason, or shall have been determined adversely to the State Treasurer, then and in every case the Authority, the State Treasurer and the Owners of the Bonds shall be restored to their former positions and rights hereunder, respectively, and all rights, remedies and powers of the State Treasurer shall continue as though no such proceeding had been taken.

Section 12.3 Application of Moneys Received from Enforcement of Remedies. Any moneys received by the State Treasurer upon the exercise of any rights, powers or remedies granted to it under the Lease or this Resolution upon the occurrence and continuation of an Event of Default, together with all other funds then held by it hereunder [with the exception of amounts held by the State Treasurer in accordance with the provisions of Section 15.1 hereof for the payment of the principal or Maturity Amount of and interest and premium (if any) on any Bonds which are considered fully paid by reason of the fact that such amounts are so held by the State Treasurer and with the further exception of amounts held by the State Treasurer in the Earnings Fund and the Rebate Fund created pursuant to Section 9.6 of this Resolution which are subject to rebate to the United States], shall, after payment of all proper costs, expenses and liabilities incurred and disbursements made by the State Treasurer hereunder, and all liens and charges on the Project prior to the rights of the State Treasurer which in the opinion of the State Treasurer it is advisable to pay, be applied as follows:

FIRST - to the payment to the persons entitled thereto of all installments of interest then due on the Current Interest Bonds, in the order of the maturity of the installments of such interest and, if the amount available shall not be sufficient to pay in full any particular installment plus said interest thereon, then to the payment ratably, according to the amounts due on such installments and with respect to said interest, to the persons entitled thereto, without any discrimination or privilege;

SECOND - to the payment to the persons entitled thereto of the unpaid principal and Maturity Amount of and premium (if any) on any of the Bonds which shall have become due (including Bonds which have come due by reason of acceleration of maturity, but excluding Bonds matured or called for redemption for the payment of which moneys are held pursuant to the provisions of this Resolution), in the order of the maturity of such principal, Maturity Amount and premium, with interest on overdue installments of principal, Maturity Amount and premium (if any), and, if the amount available shall not be sufficient to pay in full all principal, Maturity Amount and premium (if any) due on any particular date, together with the aforesaid interest thereon, then to the payment of such principal, Maturity Amount and premium (if any) due on such date, together with such interest, ratably, without any discrimination or privilege; and

THIRD - the surplus, if any there be, into the Bond Fund, or in the event the Indebtedness has been fully paid, to the Authority or to whomsoever may be entitled thereto.

Whenever moneys are to be applied pursuant to the provisions of this Section 12.3, such moneys shall be applied at such time or times, and from time to time, as the State Treasurer shall determine, having due regard to the amount of such moneys available for application and the likelihood of additional moneys becoming available for such application in the future. Whenever the State Treasurer shall apply such funds, it shall fix the date (which shall be an Interest Payment Date unless it shall deem another date more suitable) upon which such application is to be made, and upon such date interest on the amounts of principal and interest to be paid on such dates shall cease to accrue. The State Treasurer shall give such notice as it may deem appropriate of the deposit with it of any such moneys and of the fixing of any such date and shall not be required to make payment to the Owner of any Bond until such Bond shall be presented to the State Treasurer for appropriate endorsement or for cancellation if fully paid.

Section 12.4 Rights, Powers and Remedies Vested in State Treasurer. Except as otherwise provided in Section 17.11 hereof, all rights, powers and remedies hereunder are vested exclusively in the State Treasurer for the equal and pro rata benefit of all the Owners of the Bonds, unless the State Treasurer refuses or neglects to act within a reasonable time after written request so to act addressed to the State Treasurer by the Owners of 25% in principal amount or Maturity Amount of the outstanding Bonds, accompanied by indemnity satisfactory to the State Treasurer, in which

event the Owner of any of the Bonds may thereupon so act in his own name in lieu of action by or in the name and behalf of, the State Treasurer. Except as above provided, no Owner of any of the Bonds shall have the right to enforce any right, power or remedy hereunder, and then only for the equal and pro rata benefit of the Owners of all the Bonds.

Notwithstanding any other provision hereof, the right of the Owner of any Bond, which is absolute and unconditional, to payment of the principal or Maturity Amount of and the interest and premium (if any) on such Bond on or after the due date thereof, but solely from the revenues and receipts from the leasing or sale of the Project as therein and herein expressed, or the obligation of the Authority, which is also absolute and unconditional, to pay, but solely from said revenues and receipts, the principal or Maturity Amount of and the interest on the Bonds to the respective Owners thereof at the time and place in said Bonds expressed, shall not be impaired or affected without the consent of such Owner.

Section 12.5 Rights of the Judicial System Upon Occurrence of an Event of Default. If an Event of Default should occur solely by reason of some action or failure to act on the part of the Authority, and if at the time there shall have not occurred and be continuing a Lease Default, the State Treasurer shall notify the Judicial System in writing of the occurrence of such Event of Default and the Judicial System shall have the right to remedy such Event of Default hereunder within fifteen days after such written notice, provided that the Judicial System shall pay all expenses of curing such Event of Default. The exercise of the remedies set forth in Section 12.2 hereof is subject to the right of the Judicial System to cure such Event of Default as provided in this Section 12.5.

Section 12.6 Delay No Waiver. No delay or omission by the State Treasurer or by any Bondholder to exercise any available right, power or remedy hereunder shall impair or be construed a waiver thereof or an acquiescence in the circumstances giving rise thereto; every right, power or remedy given herein to the State Treasurer or to the Bondholders may be exercised from time to time and as often as deemed expedient.

Section 12.7 Notice to Bondholders upon Occurrence of Event of Default. If an Event of Default occurs that is known to the State Treasurer, or if any event or condition occurs that is known to the State Treasurer and that with the giving of notice or the passage of time or both would constitute an Event of Default, then the State Treasurer shall give written notice thereof by United States regular mail, postage prepaid, to all Owners of the then outstanding Bonds at their respective addresses appearing in the records of the State Treasurer pertaining to the registration of the Bonds. Nothing contained in this Section 12.7 shall be deemed to require the State Treasurer to undertake independent inquiries into or investigations of the condition of the Project, the condition of the Judicial System, or any other circumstances, conditions or information (whether or not publicly available) which would disclose to it the occurrence of an Event of Default or any event or condition that with the giving of notice or the passage of time or both would constitute an Event of Default, unless the State Treasurer shall have first received, without effort on its part, information which would warrant the undertaking of such independent inquiries or investigations.

Section 12.8 Remedies Cumulative. No right, power or remedy herein conferred upon or reserved to the State Treasurer or the Bondholders is intended to be exclusive of any other available right, power or remedy or remedies, but each and every such right, power or remedy shall be cumulative and shall be in addition to every other right, power or remedy given hereunder or now or hereafter existing at law or in equity or by statute.

ARTICLE XIII

CONCERNING THE STATE TREASURER

Section 13.1 Acceptance of Duties. By a certificate to be delivered at the Closing Date, the State Treasurer shall accept and agree to perform the duties herein required of it, either expressly or by reasonable implication, subject, however, to the following conditions:

(a) It shall not be liable hereunder except for its non-compliance with the provisions hereof, its willful misconduct and its negligence.

(b) It may execute any of the trusts and powers conferred on it hereunder or perform any duty hereunder either directly or through agents and attorneys in fact who are not regularly in its employ and who are selected by it with reasonable care, but it shall be responsible for the observance by such agents and attorneys in fact of the terms and conditions hereof.

(c) It may consult Counsel on any matters connected herewith and shall not be answerable for any action taken or failure to take any action in good faith on the advice of Counsel, provided that its action or inaction is not contrary to any express provision hereof.

(d) It need not recognize an Owner of a Bond as such without the satisfactory establishment of his title to such Bond.

(e) It shall not be answerable for any action taken in good faith on any notice, request, consent, certificate or other paper or document which it believes to be genuine and signed or acknowledged by the proper party.

(f) Except for giving notice to the Bondholders and the Insurer in accordance with the provisions of Sections 12.7 and 17.10 hereof, respectively, it need not take any action with respect to any Event of Default or with respect to any event or condition which with the giving of notice or the passage of time or both would constitute an Event of Default, unless requested so to do by the Owners of 25% in aggregate principal amount or Maturity Amount of the then Outstanding Bonds.

(g) Subject to the provisions of Section 17.11 hereof, upon the occurrence of an Event of Default, the State Treasurer need not exercise any of its rights, remedies or powers specified in Section 12.2 hereof or take any action under said Section 12.2 unless requested in writing so to do by the Owners of 25% in aggregate principal amount or Maturity Amount of the then Outstanding Bonds; it may exercise any such rights, remedies or powers or take any such action, if it thinks advisable, without any such request; it shall do so when so requested, provided that the furnishing of indemnity, satisfactory to the State Treasurer, against its prospective liabilities and expenses by the Owners requesting any action by the State Treasurer under said Section 12.2 shall be a condition precedent to the duty of the State Treasurer to take or continue any action under said Section 12.2 which in the opinion of the State Treasurer would involve it in any such liabilities or expenses. Whenever it has a choice of remedies under said Section 12.2 or a discretion as to details in the exercise of its powers thereunder, it must follow any specific directions given by the Owners of a majority in principal amount or Maturity Amount of the Bonds at the time Outstanding, anything therein or herein to the contrary notwithstanding, unless the observance of such directions would, in the opinion of the State Treasurer, unjustly prejudice the nonassenting Bondholders. Notwithstanding any other provision of this Resolution, in determining whether the rights of the Bondholders will be adversely affected by any action taken pursuant to the terms and provisions of this Resolution, the State Treasurer shall consider the effect on the Bondholders as if there were no Municipal Bond Insurance Policy.

(h) Any action taken by the State Treasurer at the request of and with the consent of the Owner of a Bond will bind all subsequent Owners of the same Bond and any Bond issued hereunder in lieu thereof.

(i) It shall not be liable for the proper application of any moneys other than those that may be paid to or deposited with it.

(j) It shall not unreasonably withhold or delay any consent or approval required of it under the provisions hereof or of the Lease.

(k) All moneys received by the State Treasurer to be held by it hereunder shall be held as trust funds until disbursed in the manner herein provided therefor. The State Treasurer shall not be liable to pay or allow interest thereon or otherwise to invest any such moneys except as specifically required herein.

(l) It shall, upon reasonable request, advise the Authority or the Judicial System of the amount at the time on deposit in any of the Funds herein created.

(m) It shall, upon reasonable request, issue to the Authority, the Insurer or the Judicial System a certificate indicating whether, to the knowledge of the State Treasurer, the Authority or the Judicial System is in default under the provisions of this Resolution or the Lease and, in the event there is such a default, briefly describing the nature thereof. The recitals of fact herein and in the Bonds are statements by the Authority and not by the State Treasurer, and the State Treasurer is in no way responsible for the validity or security of the Bonds, the validity of the Lease or the existence of any part of the Project, the value thereof, the title of the Authority thereto, the security afforded hereby or the validity or priority of the lien hereof.

Section 13.2 State Treasurer Authorized to Perform Certain Acts on Failure of Authority. Without relieving the Authority from the consequences of any default in connection therewith, the State Treasurer may pay any charge, including, without limitation, any tax, assessment or governmental or other charge upon any part of the Project, which the failure of the Authority to pay has or will result in an encumbrance or lien on the Project prior to any rights of the State Treasurer under this Resolution, and in the event the Authority fails to cause the Judicial System to take out insurance on the Project to the extent required by Section 6.5 of the Lease, or in the event the Authority fails to cause the Judicial System to maintain the Project in good repair and in a reasonably safe condition, as the case may be, the State Treasurer may take out, or cause to be taken out, any such insurance and may take such action as is necessary to maintain the Project in good repair and in a reasonably safe condition. The State Treasurer shall not be obligated to perform any acts or make any payments pursuant to the preceding provisions of this section, unless it shall have been requested to do so by the Owners of not less than 50% of the aggregate principal amount or Maturity Amount of the Bonds then outstanding and shall have been provided with adequate funds for the purpose of performing such acts or making such payments. All money expended under the provisions of this section whether advanced by the State Treasurer or by any of the Bondholders) shall be secured by this Resolution, shall be repayable by the Authority upon demand, shall bear interest from the date on which they are so expended until they are repaid at a per annum rate of 10% until such moneys are repaid and shall (together with the interest thereon) be entitled to priority of payment over the principal of and the interest and premium (if any) on the Bonds.

Section 13.3 State Treasurer May Institute Suit, etc. The State Treasurer may, in its own name and at any time, institute or intervene in any suit or proceeding for the enforcement of all rights of action (including the right to file proof of claims in connection with any reorganization, bankruptcy, receivership or like proceeding) hereunder or under any of the Bonds or the Lease without the necessity of joining as parties to such suit or proceeding any Owners of the Bonds and

without the necessity of possessing any of such Bonds or producing same in any trial or other proceedings related to such rights of action. The Owners of the Bonds do hereby appoint the State Treasurer as their irrevocable agent and attorney in fact for the purpose of enforcing all such rights of action, but such appointment shall not include the power to agree to accept new securities of any nature in lieu of the Bonds or to alter or amend the terms of this Resolution or the Lease except as herein provided.

Section 13.4 State Treasurer and Authority Required to Accept Directions and Actions of Judicial System. Whenever, after a reasonable request by the Judicial System, the Authority shall fail, refuse or neglect to give any direction to the State Treasurer or to require the State Treasurer to take any action which the Authority is required to have the State Treasurer take pursuant to the provisions of the Lease or this Resolution, the Judicial System may give any such direction to the State Treasurer or require the State Treasurer to take any such action, and the State Treasurer is hereby irrevocably empowered and directed to accept such direction from the Judicial System as sufficient for all purposes of this Resolution. The Judicial System shall have the right to cause the State Treasurer to comply with any of the State Treasurer's obligations under this Resolution to the same extent that the Authority is empowered so to do. Certain actions or failures to act by the Authority under this Resolution may create or result in an Event of Default, and the Judicial System may, to the extent permitted by law, perform any and all acts or take such action as may be necessary to prevent or correct said Event of Default and the State Treasurer shall take or accept such performance by the Judicial System as performance by the Authority in such event.

ARTICLE XIV

AUTHORIZATION OF SUPPLEMENTAL RESOLUTIONS AND MODIFICATION OF THE LEASE

Section 14.1 Supplemental Resolutions without Bondholder Consent. Without the consent of, but with notice to, the Insurer and the Bondholders, the Authority may, at any time and from time to time, adopt such Supplemental Resolutions (in addition to such Supplemental Resolutions as are otherwise provided for herein or contemplated hereby) as shall not be inconsistent with the terms and provisions hereof, for any one or more of the following purposes:

(a) to add to the covenants and agreements of the Authority herein contained other covenants and agreements thereafter to be observed and performed by the Authority, provided that such other covenants and agreements shall not either expressly or impliedly limit or restrict any of the obligations of the Authority contained in this Resolution;

(b) to cure or correct any ambiguity, defect or inconsistent provision contained in this Resolution or in any Supplemental Resolution or to make any provisions with respect to matters arising under this Resolution or any Supplemental Resolution for any other purpose if such provisions are necessary or desirable and are not inconsistent with the provisions of this Resolution or any Supplemental Resolution and do not adversely affect the interests of the Owners of the Bonds;

(c) to subject to the pledge of this Resolution additional property and the revenues therefrom or to identify more precisely any of the property subject to the pledge hereof;

(d) to effect a book-entry registration system for the Bonds; or

(e) to make any changes, additions or deletions required by any rating agency which maintains a rating on the Bonds.

Upon the adoption of any Supplemental Resolution under and pursuant to the provisions of this section, this Resolution shall be deemed to be modified and amended in accordance therewith, and

the respective rights, duties and obligations under this Resolution of the Authority, the State Treasurer and all Owners of the Bonds then outstanding shall thereafter be determined, exercised and enforced hereunder, subject in all respects to such modifications and amendments.

Section 14.2 Supplemental Resolutions Requiring Bondholder Consent. In addition to those Supplemental Resolutions permitted by Section 14.1 hereof, the Authority may, at any time and from time to time, with the prior express written consent of the Insurer as required by Section 17.11 hereof, and of the Owners of not less than a majority in principal amount or Maturity Amount of the Bonds then outstanding, adopt such Supplemental Resolutions as shall be deemed necessary or desirable by the Authority for the purpose of modifying, altering, amending, adding to or rescinding, in any particular, any of the terms or provisions contained in this Resolution or in any Supplemental Resolution; provided that, without the prior express written consent of the Owner of each Bond affected, no reduction in the principal amount or Maturity Amount of, the rate of interest on, or the premium payable upon the redemption of, any Bond shall be made; and provided further that, without the prior express written consent of the Owners of all the Bonds then outstanding, none of the following shall be permitted:

- (a) an extension of the maturity of any installment of principal or Maturity Amount of or interest on any Bond;
- (b) a reduction in principal amount or a postponement in the redemption date of any Bonds required to be redeemed prior to the stated maturities thereof pursuant to any mandatory redemption provisions applicable to such Bonds;
- (c) the creation of a lien or charge on the revenues pledged hereunder ranking prior to or on a parity with the lien and charge thereon contained in this Resolution;
- (d) the establishment of preferences or priorities as between the Bonds; or
- (e) a reduction in the aggregate principal amount or Maturity Amount of Bonds the Owners of which are required to consent to such Supplemental Resolution.

Upon the execution of any Supplemental Resolution under and pursuant to the provisions of this section, this Resolution shall be deemed to be modified and amended in accordance therewith, and the respective rights, duties and obligations under this Resolution of the Authority, the State Treasurer and all Owners of the Bonds then outstanding shall thereafter be determined, exercised and enforced hereunder, subject in all respects to such modifications and amendments.

Section 14.3 Adoption of Supplemental Resolutions. The Authority shall not amend this Resolution or adopt any Supplemental Resolution without the prior written consent of the Judicial System if the result thereof would be to affect the rights, duties or obligations of the Judicial System. Any Supplemental Resolution adopted in accordance with the provisions of this article shall thereafter form a part of this Resolution, and all the terms and conditions contained in such Supplemental Resolution, as to any provisions authorized to be contained therein, shall be deemed to be a part of the terms and conditions of this Resolution for any and all purposes.

Section 14.4 Amendments to Lease. Subject to the provisions of Section 17.11 hereof, with the prior written consent of the State Treasurer, but without the consent of or notice to any Bondholders, the Authority and the Judicial System may

- (a) amend, change or modify the Lease so as to identify more precisely the Project or to substitute or add additional machinery, equipment or other property or additional rights and interests in property acquired in accordance with the provisions of the Lease, and

(b) amend, change or modify the Lease to cure or correct any ambiguity, defect or inconsistent provision contained in the Lease or to make provision with respect to matters arising under the Lease for any other purpose if such provisions are necessary or desirable, are not inconsistent with the provisions of the Lease or this Resolution and do not, in the sole and uncontrolled judgment of the State Treasurer, materially adversely affect the interests of the Bondholders.

Subject to the provisions of Section 17.11 hereof, the Authority may, at any time and from time to time, with the prior express written consent of the State Treasurer, amend, change or modify the Lease to such extent as shall be deemed necessary or desirable by the Authority and the State Treasurer, provided that without the prior express written consent of the Owners of all the Bonds then outstanding, no such amendment, change or modification shall permit (i) any abatement of, or reduction in the amount of, Basic Rent prior to payment in full of the principal or Maturity Amount of and the interest and premium (if any) on the Bonds, (ii) any change in the due dates of the Basic Rent prior to such full payment of the Bonds, and (iii) any other change that, in the sole and uncontrolled judgment of the State Treasurer, might materially adversely affect the interests of the Bondholders.

Section 14.5 Notices with Respect to Supplemental Resolutions and Certain Changes in the Lease. If at any time the Authority shall request the State Treasurer to consent to any Supplemental Resolution or any amendment, change or modification to the Lease, in either case requiring the prior express written consent of the Owners of the Bonds then outstanding, the State Treasurer shall cause notice of the proposed Supplemental Resolution or the proposed amendment, change or modification to be forwarded by United States registered or certified mail, postage prepaid, to every Owner of a Bond. Such notice shall briefly set forth the nature of the proposed Supplemental Resolution or the proposed amendment, change or modification to the Lease, as the case may be, and shall state that copies thereof are on file at the office of the State Treasurer for inspection by all Bondholders.

Section 14.6 Discretion of the State Treasurer. In the case of (i) any Supplemental Resolution authorized by either Section 14.1 or 14.2 hereof or (ii) any amendment, change or modification with respect to the Lease authorized by Section 14.4 hereof, the State Treasurer shall be entitled to exercise his discretion in determining whether or not any proposed Supplemental Resolution, or any amendment, change or modification with respect to the Lease or any term or provision contained in any thereof, is proper or desirable, having in view the purposes of such instrument, the needs of the Authority, the Judicial System and the Project and the rights and interests of the Bondholders, and the State Treasurer shall not be under any responsibility or liability to the Authority or to any Bondholder or to anyone whomsoever for any act or thing which they may in good faith do or decline to do under the provisions of this article. The State Treasurer shall be entitled to receive, and shall be fully protected in relying upon, an opinion of Independent Counsel acceptable to him as conclusive evidence that any such Supplemental Resolution, or any such amendment, change or modification with respect to the Lease, complies with the provisions of this Resolution and that it is proper for the State Treasurer acting under the provisions of this article to consent to such Supplemental Resolution or such amendment, change or modification with respect to the Lease.

ARTICLE XV

DEFEASANCE

Section 15.1 Satisfaction of Resolution. Whenever the entire Indebtedness shall have been fully paid and the Authority shall have performed and observed all the covenants and promises expressed in the Bonds and in this Resolution to be performed and observed by it or on its part, the State Treasurer shall cancel, satisfy and discharge the pledge of this Resolution and shall execute and deliver to the Authority such instruments as shall be required to satisfy of record the pledge hereof. For purposes of this Resolution, except as may herein or in the Lease be expressly

provided otherwise, any of the Bonds shall be deemed to have been fully paid when there shall have been irrevocably deposited with the State Treasurer for payment thereof the entire amount (principal, Maturity Amount, interest and premium, if any) due or to be due thereon until and at maturity, and, further, any Bonds subject to redemption shall also be deemed to have been fully paid when the Authority shall have deposited with the State Treasurer the following:

- (a) the applicable redemption price in cash of such Bonds, including the interest that will accrue thereon to the date on which it is to be redeemed, and
- (b) a certified copy of a resolution calling such Bonds for redemption (if, under the terms of Section 5.1 hereof, the adoption of such a resolution is required).

In addition, any of the Bonds shall, for all purposes of this Resolution (except as may herein or in the Lease be expressly provided otherwise), be considered as fully paid if the State Treasurer shall be provided with each of the following:

- (1) a trust agreement among the Authority, the State Treasurer and any trustee deemed to be necessary or desirable, making provision for the retirement of such Bonds by creating for that purpose an irrevocable trust fund sufficient to provide for payment and retirement of such Bonds (including payment of the interest that will mature thereon until and on the dates they are retired, as such interest becomes due and payable), either by redemption prior to their respective maturities, by payment at their respective maturities or by payment of part thereof at their respective maturities and redemption of the remainder prior to their respective maturities, which said trust fund shall consist of (i) Federal Securities which are not subject to redemption prior to their respective maturities at the option of the issuer and which, if the principal thereof and the interest thereon are paid at their respective maturities, will produce funds sufficient so to provide for payment and retirement of all such Bonds, or (ii) both cash and such Federal Securities which together will produce funds sufficient for such purpose, or (iii) cash sufficient for such purpose; provided however, that said trust agreement shall require all cash held on deposit in such trust fund by any trustee other than the State Treasurer to be kept continuously secured by Federal Securities;

- (2) a certified copy of a resolution calling for redemption of those such Bonds that, according to said trust agreement, are to be redeemed prior to their respective maturities (if, under the terms of Section 5.1 hereof, the adoption of such a resolution is required);

- (3) a certificate of a firm of certified public accountants stating that, if the principal of and the interest on the investments (if any) forming part of the trust fund provided for in the preceding subparagraph (1) are paid on the respective due dates of such principal and interest, said trust fund will produce funds sufficient to provide for the full payment and retirement of such Bonds;

- (4) an opinion of Bond Counsel to the effect that the execution and effectuation of the trust agreement referred to in the preceding subparagraph (1) will not result in inclusion of the interest income on such Bonds in gross income for federal income tax purposes; and

- (5) evidence satisfactory to the State Treasurer that all of the conditions set forth in Section 15.2 have been satisfied.

The State Treasurer is hereby irrevocably authorized to give notice, in accordance with the requirements of Article V hereof, of the redemption of any Bonds to be effected in connection with arrangements made pursuant to the provisions of this Section 15.1.

Section 15.2 Additional Conditions Regarding Bonds. Prior to any satisfaction of this Resolution becoming effective under Section 15.1 hereof, the Insurer shall have received (a) the final official statement delivered in connection with any refunding bonds issued in connection therewith, (b) a copy of the accountants' verification report described in Section 15.1(3) hereof, (c) a copy of the trust agreement described in Section 15.1(1) hereof in form and substance acceptable to the Insurer, and (d) a copy of an opinion of Bond Counsel, satisfactory to the Insurer, dated the date of closing and addressed to the Insurer, to the effect that the Bonds have been paid within the meaning and with the effect expressed in this Resolution, and the covenants, agreements and other obligations of the Authority to the Owners of the Bonds have been discharged and satisfied.

In the event that the principal or Maturity Amount of, and/or interest due on, the Bonds shall be paid by the Insurer pursuant to the Municipal Bond Insurance Policy, the Bonds shall remain outstanding for all purposes, not be defeased or otherwise satisfied and shall not be considered paid by the Authority, and the assignment and pledge of the trust estate and all covenants, agreements and other obligations of the Authority to the Owners shall continue to exist and shall run to the benefit of the Insurer, and the Insurer shall be subrogated to the rights of such Owners.

Section 15.3 Cancellation of Bonds. Upon the surrender to the State Treasurer of any temporary or mutilated Bond, or any Bond transferred or exchanged for another Bond or Bonds, or any Bond paid at maturity, the same shall forthwith be cancelled unless the State Treasurer determines to keep such Bonds in safekeeping for future exchanges and transfers and, at the written request of the Authority, shall be cremated or otherwise destroyed by the State Treasurer, and the State Treasurer shall, if such Bond is so cremated or destroyed, deliver its certificate of such cremation or other destruction to the Authority.

Section 15.4 Payment to Judicial System of Remaining Trust Fund Moneys. At such time as the entire Indebtedness shall have been fully paid in accordance with the provisions of Section 15.1 hereof, the State Treasurer shall, if the Lease has not theretofore been terminated as a result of a Lease Default, pay to the Judicial System any surplus moneys then remaining in any of the Funds created in this Resolution, but excluding any amounts held by the State Treasurer for the payment of the principal or Maturity Amount of and the interest and premium (if any) on the Bonds and further excluding any amounts held by the State Treasurer in the Earnings Fund and Rebate Fund created pursuant to Section 9.6 of this Resolution.

ARTICLE XVI

SALE OF THE BONDS; APPROVAL OF THE LEASE

Section 16.1 Use of Official Statement. The Directors hereby approve and ratify the use of the Preliminary Official Statement dated June 7, 1990, in connection with the offering and sale of the Bonds by the Underwriters. The Chairman or the Vice Chairman of the Authority is hereby authorized and directed to execute and deliver, for and in the name and behalf of the Authority, a final Official Statement with respect to the Bonds, said Official Statement to be in substantially the form presented to the meeting at which this Resolution is adopted and to be dated June 21, 1990, with such changes, deletions and additions as the said Chairman or Vice Chairman shall determine to be necessary or desirable in order to describe accurately the Bonds and all other aspects of the transactions authorized by this Resolution, the determination of such changes by such officer, to be conclusively established by his execution of the Official Statement. A copy of the Preliminary Official Statement shall be attached as Exhibit D to this Resolution and a copy of the final Official Statement in the form actually executed and delivered by the Chairman or the Vice Chairman shall be attached to this Resolution as Exhibit E. The copies of the Preliminary Official Statement and the final Official Statement so attached shall be considered to be a part of this Resolution as if the same were set out in full herein. The Directors hereby authorize the use of the Official Statement by the Underwriters in connection with the offering and sale of the Bonds.

Section 16.2 Sale of the Bonds. The Bonds shall be and hereby are sold and awarded to the Underwriters at and for a purchase price of \$39,507,055.68, plus accrued interest of \$181,024 (for a total purchase price of \$39,688,079.68), such sale of the Bonds to be pursuant to and on the terms and conditions specified in the Contract of Purchase in substantially the form presented to the meeting of the Directors at which this Resolution is adopted. Upon payment by the Underwriters to the Authority of the said purchase price, the Secretary of the Authority is hereby authorized and directed to deliver the Bonds to the Underwriters. The Chairman or the Vice Chairman of the Authority is hereby authorized and directed to execute the Contract of Purchase for and in the name and on behalf of the Authority, with such changes as such officer shall determine to be necessary or desirable in order to consummate the transactions authorized by this Resolution, the determination by such officer of the definitive form of such contract to be conclusively established by his execution thereof. A copy of the Contract of Purchase in the form actually executed shall be attached to this Resolution as Exhibit F, and the copy of the Contract of Purchase so attached shall be considered to be a part of this Resolution as if the same were set out in full herein.

Section 16.3 Approval of the Lease. The Directors have reviewed the form of the Lease submitted to the meeting of the Directors at which this Resolution is adopted and have found that the Lease is a necessary and desirable complement to this Resolution and is appropriate for execution by the Authority under the Act. The Directors hereby approve the entry by the Authority into the Lease and authorize and direct the Chairman or the Vice Chairman of the Authority to execute and deliver the Lease for and on behalf of the Authority and the Secretary or Assistant Secretary to attest the Lease, in substantially the form presented to this meeting, with such changes, additions and deletions as the Chairman or the Vice Chairman may approve, his execution and delivery of the Lease being conclusive evidence of his approval of any such changes, additions or deletions. A copy of the Lease in the form presented to this meeting shall be attached as Exhibit G hereto and shall be considered a part of this Resolution as if set out in full herein.

ARTICLE XVII

MISCELLANEOUS PROVISIONS

Section 17.1 Disclaimer of General Liability. It is hereby expressly recognized and made a condition of this Resolution that

(a) the liability of the Authority for the payment of the principal or Maturity Amount of and the interest and premium (if any) on the Bonds and the performance and observance of all agreements, covenants and representations of the Authority contained in this Resolution, shall be limited to the proper application of the revenues and receipts derived from the leasing or sale of the Project,

(b) any agreements, covenants or representations herein contained or contained in the Bonds do not and shall never constitute or give rise to any pecuniary liability or charge against the general credit of the Authority, and

(c) in the event of a breach of any such agreement, covenant or representation, no pecuniary liability or charge payable directly or indirectly from the general revenues of the Authority shall arise therefrom.

Neither the State nor any political subdivision of the State shall in any manner be liable for the payment of the principal or Maturity Amount of or the interest or premium (if any) on any of the Bonds or for the performance or observance of any of the agreements, covenants or representations of the Authority contained in this Resolution or in any of the Bonds. Further, none of the directors, officers, employees or agents of the Authority shall have any personal liability whatever hereunder or any liability for the breach by the Authority of any of the agreements on its part herein contained. Nothing contained in this section, however, shall relieve the Authority from the observance and performance of the several covenants and agreements on its part herein contained

or relieve the directors, officers or employees of the Authority from performing all duties of their respective offices that may be necessary to enable the Authority to perform the covenants and agreements on its part herein contained. Nothing contained herein shall relieve the Judicial System of its obligations under the Lease.

Section 17.2 Retention of Moneys for Payment of Bonds. Should any of the Bonds not be presented for payment when due, whether by maturity or otherwise, the State Treasurer shall, subject to the provisions of any applicable escheat or other similar law, retain from any moneys transferred to it for the purpose of paying said Bonds so due, for the benefit of the Owners thereof, a sum of money sufficient to pay such Bonds and the interest thereon, when the same are presented by the Owners thereof for payment. All liability of the Authority to the Owners of such Bonds and all rights of such Owners against the Authority under the Bonds or under this Resolution shall thereupon cease and terminate, and the sole right of such Owners shall thereafter be against such deposit. If any Bond shall not be presented for payment within a period of ten years following the date when such Bond becomes due, whether by maturity or otherwise, the State Treasurer shall, subject to the provisions of any applicable escheat or other similar law, return to the Authority any moneys theretofore held by it for payment of such Bond or the interest thereon and such Bond and the interest due thereon, shall (subject to the defense of any applicable statute of limitation) thereafter be an unsecured obligation of the Authority.

Section 17.3 Payments Due on Saturdays, Sundays and Holidays. In any case where the date of maturity of the principal or Maturity Amount of or the interest or premium (if any) on the Bonds, or the redemption date of any Bonds, shall be, at the locale of payment, a Saturday, Sunday or legal holiday or a day on which banking institutions are authorized or obligated by law to close, then payment of such principal or Maturity Amount, interest and premium (if any) need not be made on such date, but may be made on the next succeeding business day not a Saturday, Sunday or a legal holiday or a day upon which banking institutions are authorized or obligated by law to close, with the same force and effect as if made on such date of maturity or such redemption date, and no interest shall accrue for the period after such date of maturity or such redemption date, as the case may be.

Section 17.4 Form of Requests, etc., by Bondholders. Any request, direction or other instrument required to be signed or executed by Bondholders may be in any number of concurrent instruments of similar tenor, signed, or executed in person or by agent appointed in writing. Such signature or execution may be proved by the certificate of a Notary Public or other officer at the time authorized to take acknowledgments to deeds to be recorded in the State, stating that the signer was known to him and acknowledged to him the execution thereof.

Section 17.5 Limitation of Rights. Nothing in this Resolution expressed or implied is intended or shall be construed to confer upon, or to give to, any person or entity, other than the Authority, the State Treasurer, the Insurer, the Judicial System, the paying agent, if any, and the Owners of the Bonds, any right, remedy or claim under or by reason of this Resolution or any covenant, condition or stipulation hereof, and all covenants, stipulations, promises and agreements in this Resolution contained by and on behalf of the Authority shall be for the sole and exclusive benefit of the Authority, the State Treasurer, the Insurer, the Judicial System, the paying agent, if any, and the Owners of the Bonds.

Section 17.6 Manner of Proving Ownership of Bonds. The ownership at any given time of a Bond may be proved by a certificate of the State Treasurer stating that on the date stated the Bond described was registered on its books in the name of the stated party

Section 17.7 No Arbitrage. The Authority shall not take, or permit or suffer to be taken by the State Treasurer, any action with respect to the Gross Proceeds of the Bonds which, if such action had been reasonably expected to have been taken, or had been deliberately and intentionally taken, on the Closing Date would have caused the Bonds to be "arbitrage bonds" within the meaning of Section 148(a) of the Code and Regulations promulgated thereunder.

Section 17.8 Resolution Governed by Alabama Law. This Resolution shall in all respects be governed by and construed in accordance with the laws of the State.

Section 17.9 Notice. All notices, demands, requests and other communications hereunder shall be deemed sufficient and properly given if in writing and delivered, or sent by registered or certified mail, postage prepaid, to the following addresses:

(a) If to the Authority:

c/o Governor's Office
Alabama State House
11 South Union Street
Montgomery, Alabama 36130

(b) If to the Judicial System:

Unified Judicial System of the State of Alabama
145 Dexter Avenue
Montgomery, Alabama 36130

(c) If to the State Treasurer:

Alabama State House
11 South Union Street
Montgomery, Alabama 36130

(d) If to the Insurer:

One State Street Plaza
17th Floor
New York, New York 10004

Any of the above mentioned parties may, by like notice, designate any further or different addresses to which subsequent notices shall be sent. The State Treasurer and the Authority shall send a copy of each notice that either thereof gives to the other pursuant to the provisions hereof to the Judicial System so long as no Lease Default shall have occurred and be continuing; provided, however, that the failure of either the Authority or the State Treasurer to send a copy of any such notice to the Judicial System shall not invalidate such notice or render it ineffective unless notice to the Judicial System is otherwise expressly required herein. Any notice hereunder signed on behalf of the notifying party by a duly authorized attorney at law shall be valid and effective to the same extent as if signed on behalf of such party by a duly authorized officer or employee.

Section 17.10 Notices to be Given to the Insurer. While the Municipal Bond Insurance Policy is in effect, the Authority or the State Treasurer, as appropriate, shall furnish to the Insurer:

(a) as soon as practicable after the filing thereof, a copy of any financial statement of the Authority and a copy of any audit and annual report of the Authority;

(b) a copy of any notice to be given to the Owners of the Bonds, including, without limitation, notice of any redemption of or defeasance of Bonds, and any certificate rendered pursuant to this Resolution relating to the security for the Bonds; and

(c) such additional information it may reasonably request.

The State Treasurer shall notify the Insurer of any failure of the Authority to provide relevant notices, certificates, etc.

The Authority will permit the Insurer to discuss the affairs, finances and accounts of the Authority or any information the Insurer may reasonably request regarding the security for the Bonds with appropriate officers of the Authority. The State Treasurer, as appropriate, shall permit the Insurer to have access to the Project and to have access to and to make copies of all books and records relating to the Bonds at any reasonable time.

The Insurer shall have the right to direct an accounting at the Authority's expense, and the Authority's failure to comply with such direction within thirty (30) days after receipt of written notice of the direction from the Insurer shall be deemed a default hereunder; provided, however, that if compliance cannot occur within such period, then such period will be extended so long as compliance is begun within such period and diligently pursued, but only if such extension would not materially adversely affect the interests of any Owner of the Bonds.

Section 17.11 Consent of the Insurer. Any provision of this Resolution expressly recognizing or granting rights in or to the Insurer may not be amended in any manner which affects the rights of the Insurer hereunder without the prior written consent of the Insurer.

Unless otherwise provided in this section, the Insurer's consent shall be required in addition to Bondholder consent, when required, for the following purposes: (i) adoption of any Supplemental Resolution or any amendment, supplement or change to or modification of the Lease; and (ii) initiation or approval of any action not described in (i) above which requires Bondholder consent.

Anything in this Resolution to the contrary notwithstanding, upon the occurrence and continuance of an Event of Default, the Insurer shall be entitled to control and direct the enforcement of all rights and remedies granted to the Bondholders or the State Treasurer for the benefit of the Bondholders under this Resolution, including, without limitation, acceleration of the principal or Maturity Amount of the Bonds as described in this Resolution and the right to annul any declaration of acceleration. The Insurer shall also be entitled to approve all waivers of Events of Default.

Section 17.12 Publication of Notice. The Board hereby approves and directs the publication of the following notice in The Montgomery Advertiser or The Alabama Journal as provided in Section 41-10-278 of the Act:

NOTICE OF ADOPTION OF RESOLUTION

Alabama Judicial Building Authority, a public corporation in the State of Alabama, on the 21st day of June, 1990, adopted a resolution providing for the issuance of \$39,998,556.70 principal amount of bonds of said Authority. Any action or proceeding questioning the validity of said resolution or said bonds or the pledge and agreements made in said resolution for the benefit thereof, or the proceedings under which said bonds, pledge and agreements were authorized, must be commenced within twenty days after the first publication of this notice.

Alabama Judicial Building Authority

By: Guy Hunt
Its Chairman

Section 17.13 Severability. In the event that any provision hereof shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

Section 17.14 Article and Section Captions. The article and section headings and captions contained herein are included for convenience only and shall not be considered a part hereof or affect in any manner the construction or interpretation hereof.

Section 17.15 Effective Date. This Resolution shall take effect upon its passage and adoption by the Directors.

The chairman called for motion to adopt the resolution. Mr. Swift so moved, was seconded and unanimously approved by vote of the membership. The chairman declared the resolution adopted.

The chairman advised the next item on the agenda was the review of an asbestos abatement contract with payment from the 1989 Temporary Note Fund. He called upon Mr. Jack Dixon to briefly explain the contract and purpose to the members.

Mr. Dixon advised that in the demolition process there is a federal requirement which must be assured, that asbestos if found, must be abated prior to demolition and in a brief survey asbestos has been found in the property acquired on behalf of the Authority. He further advised that in the past, only invoices submitted for architects, consultants and acquisition of land, have been authorized for payment from the Temporary Note Fund, therefore, he deemed it necessary the Authority approve payment from the Temporary Note Fund for the contract with Environmental-Material Consultants, Inc. to expedite the demolition. [see contract attached as Exhibit "H"].

He presented the following resolution for consideration of the Authority:

R E S O L U T I O N

WHEREAS, there is a requirement for the execution of various contracts for the services and materials necessary for completion of the new judicial building project.

NOW, THEREFORE, BE IT RESOLVED that during such period, the chairman, vice-chairman, and secretary of the Judicial Building Authority are authorized to execute such contracts as may be necessary toward the completion of the facility, and to use monies provided by its earlier loan from the State Insurance Fund by Bond Anticipation Note Series 1989.

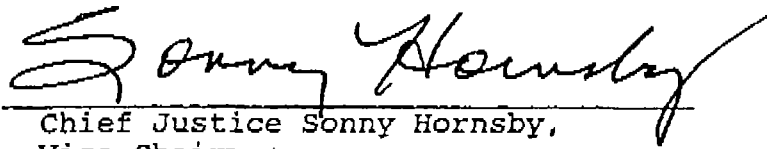
Mr. Swift so moved the adoption of the resolution, was seconded, and unanimously approved by vote of the membership. The chairman declared the resolution adopted.

The chairman called for any other business. Mr. Swift inquired as to the acquisition of the last two parcels of property and the Authority's position.

Chief Justice Hornsby responded that the three commissioners had returned their award, recommending \$400,000.00 to Mr. Fred Gray for his building, and \$350,000.00 to the Mathews Estate, totaling \$750,000.00. He stated the Probate Court has entered an order for the awards and the question now is whether the Authority wishes to appeal, the deadline for an appeal being July 5th. He further stated the discussion centers around the law

with respect to interest, in the amount of approximately \$75,000.00. He advised that Mr. McDonald is negotiating with Mr. Gray and attorneys for the Mathews Estate for a possible settlement on the interest.

There being no other business to come before the Authority at this time, the chair called for motion to adjourn. Motion was made by Mr. Swift, seconded by Mr. Clark, and unanimously approved upon vote of the membership. The chairman declared the meeting adjourned.



Chief Justice Sonny Hornsby,
Vice Chairman

G. Robin Swift, Jr.,
Secretary

Attachment C

APPRAISAL REPORT
for

MR. FAIRLEY MCDONALD
COPELAND, FRANCO, SCREWS AND GILL

A PORTION OF THE PROPERTY BOUNDED BY
DEXTER AVENUE, MCDONOUGH STREET,
WASHINGTON AVENUE and HULL STREET

by
O. G. PINKSTON
and
PAUL C. CORWIN

O. G. Pinkston

REAL ESTATE & APPRAISALS

814 South McDonough Street • Montgomery, Alabama 36104 • Phone: 262-8918

August 10, 1987

Mr. Fairley McDonald
Copeland, Franco, Screws and Gill
804 South Perry Street
Montgomery, Alabama 36104

Dear Mr. McDonald,

In accordance with your instructions and acting in a capacity as real estate conselors and negotiators for the purchase of a block of land in the downtown area of the City of Montgômetry, the following recommendations area submitted to you.

We recommend the purchase of Parcels One, Two and Three as set forth below.

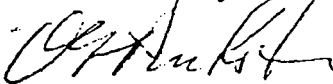
PARCEL ONE - \$244,700.00

PARCEL TWO - \$105,000.00

PARCEL THREE - \$175,000.00

We certify that we have no present or future contemplated interest in this property and this recommendation is made based on our best judgement.

Respectively submitted,



O. G. Pinkston



Paul C. Corwin

OGP/mn

TABLE OF CONTENTS

Parcel One	1
Parcel Two	8
Parcel Three	14
Final Estimate of Value.	21
Appraiser's Certificate.	22
Qualifications	23
Contingent and Limiting Conditions	25

PARCEL ONE

PROPERTY BEING APPRAISED

Property which is being appraised is a parcel of land located in Montgomery, Alabama with frontage on Dexter Avenue, McDonough Street, Washington Avenue and Hull Street.

PURPOSE OF APPRAISAL

The purpose of this appraisal is to estimate the market value, with Market Value defined as the highest price estimated in terms of money which a property will bring if exposed for sale in the open market, allowing a reasonable time to find a purchaser who buys with the knowledge of all uses to which it is capable of being used and for which it is adapted.

LEGAL DESCRIPTION

No legal description of this property has been provided and it has been identified by the Parcel Number as shown in the Office of the Tax Assessor, Montgomery County, Alabama. This Parcel Number is 03-10-03-07-03-304-009.

ZONING

This property is zoned for business and is part of the central business district.

METHOD OF APPRAISAL

Normally, an appraisal is made based on three approaches, these being the Market Data Approach which is a comparison with comparable sales, the Cost Approach which is the estimated replacement cost of subject less any accrued depreciation and the Income Approach which is the capitalization of net income produced by the property.

Based on the fact that this land is unimproved and is not used for revenue production, it is my opinion that the most reasonable method of estimating its value is by the Market Data Approach.

DESCRIPTION OF PROPERTY AND LOCATION

The subject property is located just east of the downtown section of the City of Montgomery and just west of the Capitol. It is in the block bounded by McDonough Street, Dexter Avenue, Hull Street and Washington Avenue. It has frontage on three streets, with 70 feet fronting on Dexter, 55 feet on McDonough and 100 feet on Washington. This property is bi-level in that the frontage on Washington is elevated above the frontage on Dexter Avenue. It is presently under lease to a parking company who in turn sublease parking spaces on a monthly basis. Even though this is income, it is considered limited and would not support the expected value of this property.

There are two major growth factors in this area, these being the State Capitol Complex and St. Margaret's Hospital. The acquisition of land around the capital and utilization of it for governmental related activities has resulted in increasing values all through this area. Several years ago, St. Margaret's Hospital started a modernization program and this resulted in acquisition of a number of properties in the fringe area around this institution and many of these properties have been purchased to clear out the area and provide parking. The acquisition of land by St. Margaret's has actually overlapped into the area influenced by the Capitol Complex.

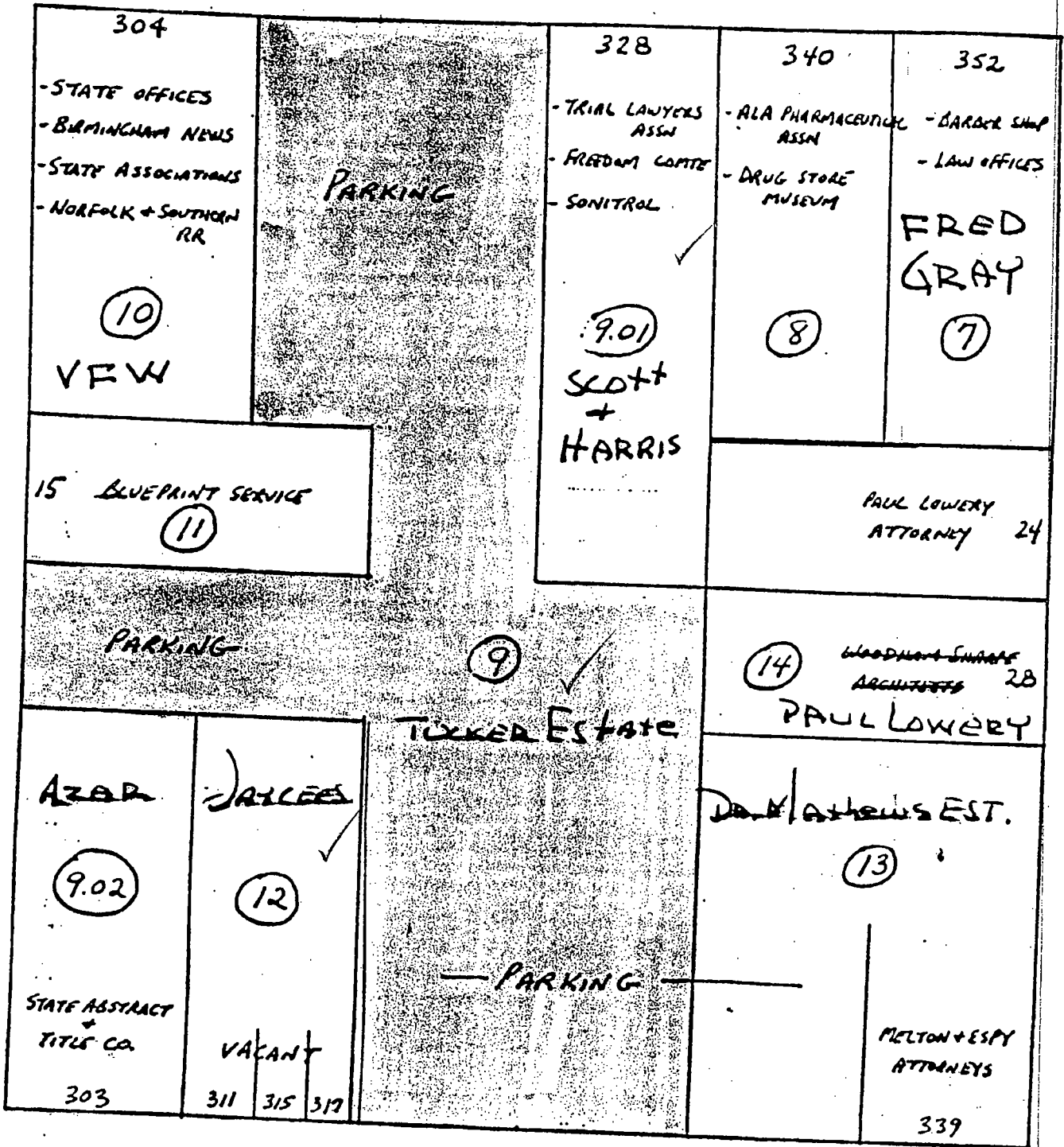
Another influence on this property has been the development of historical sites in the City of Montgomery. The second block of Commerce Street running from the front of the Civic Center to the river has undergone much restoration over the last several years. Union station also has been restored and has been adapted for commercial use.

The development of the downtown area in the last number of years has tended to drift in the direction of financial institutions, offices, insurance companies and other service type business. The area around the subject has also received some influence from the expansion of the Montgomery County Court House facilities. Montgomery County purchased a large block of land a number of years ago and has recently completed a jail as well as a judicial center.

HIGHEST AND BEST USE

Based on the location of this property, its proximity to the downtown area and to the State Capitol, it is our opinion that the anticipated use of this property would be its highest and best use. This use is for the consolidation of this entire block for the purpose of constructing a judicial center for the State of Alabama.

DEXTER

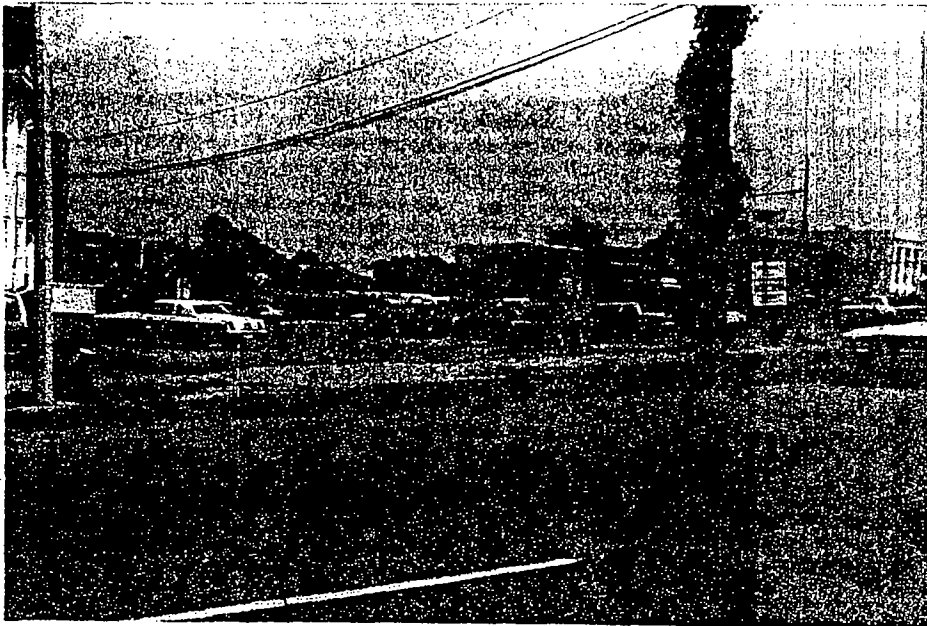
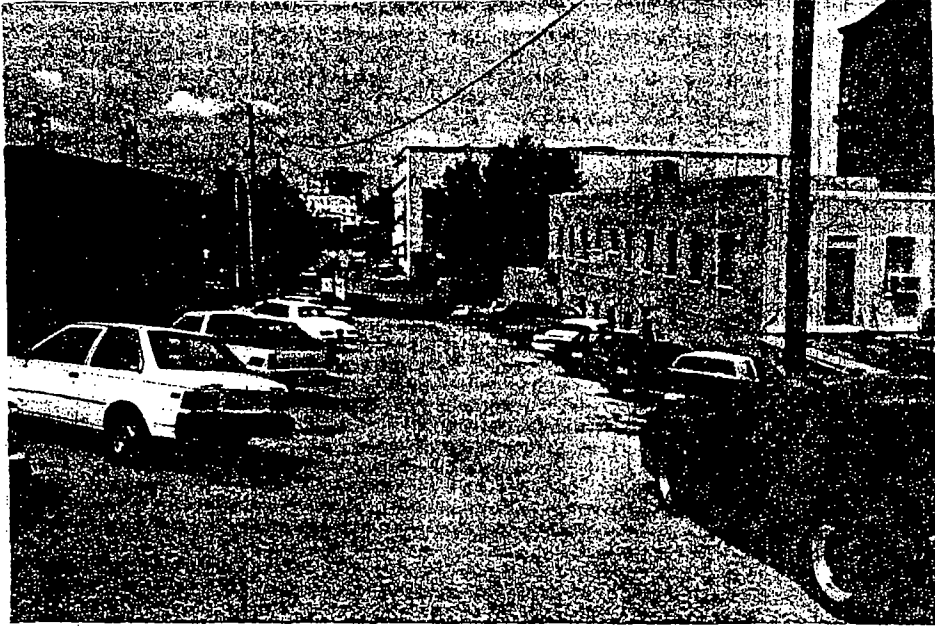


Mc Donough

HULL

WASHINGTON

NOTE: NUMBERS CIRCLED ARE PARCEL NUMBERS. SEE ATTACHED SHEET FOR OWNERSHIP.



VALUE INDICATED BY MARKET DATA APPROACH

In estimating the value of this property by the Market Approach, consideration has been given to several factors present in the City of Montgomery in recent years. There have been several consolidations of blocks of property for various uses, one of these being the construction of a Post Office facility in downtown Montgomery and the second being the construction of additional facilities for Montgomery County, with the third being consolidation of three-fourths of a block east of the subject for use as the location of a large law firm and the fourth being the purchase of a large tract of land south and east of subject for the construction of a vehicle facility which will be under long term lease to the State of Alabama.

Historically, it has been difficult to consolidate large blocks of land in the City of Montgomery and this has resulted in negotiated values which are at or slightly above what would normally be considered market value. The consolidation of the four-block area in downtown Montgomery which is the present location of the Civic Center is an example of this type negotiation.

The following comparable sales have been studied and are familiar to the undersigned.

As a matter of interest and for the record, the consolidation of the property on which the U.S. Postal Service has constructed it's downtown facility was acquired on May 24, 1976 and included 3.49 acres of land which was purchased at a sales price of \$5.79. All the buildings were demolished and this was considered a land purchase alone.

Of interest is the fact that on April 5, 1977, the Lawrence Corporation sold to Montgomery County the block of land bounded by Adams, Lawrence, Alabama and McDonough, containing 2.32 acres of land at a sales price of \$6.40 per square foot.

Historically, smaller tracts of land generally sell at higher values than larger tracts of land except in negotiating stages. An example of this is a sale in May, 1983, from Bradley to Montgomery Seed and Supply Company, north of Dexter Avenue on the west side of McDonough Street, which included 5,253 square feet of land and sold at a sales price of \$7.30 which was considered a high value at that time.

On November 16, 1983, Drummond sold to the Southern Poverty Law Center approximately three-fourths of the block bounded by Hull, Washington, Decatur and Adams and containing 1.42 acres of land. This property sold at a sales price of \$7.27 per square foot.

Another smaller sale was consumated on February 13, 1985 from Cameron to Fash at the northwest corner of Dexter and Hull, which included a lot 50' x 185' and sold at \$7.62 per square foot. This sale probably would have sold at a higher value except its use is limited somewhat by the width of this lot.

On September 5, 1986, Capitol Hill Properties sold to Charles M. Smith III, a large block of land on the corner of Union, High and Ripley containing 2.91 acres at a sales price of \$6.38 per square foot. This property is away from the Capitol Complex and is south of St. Margaret's Hospital.

On June 12, 1987, Urban Properties, Ltd., sold to the Church of Jesus Christ of Latter Day Saints a parcel of land containing 2.68 acres, bounded on the north by Interstate 85, on the east by Court Street and on the south by Jeff Davis. This land sold at a sales price of approximately \$3.42 per square foot.

When the State of Alabama acquired property behind the Capitol Building for the construction of an office building which is under construction at the present time, this property was acquired at varying square foot values, ranging from \$7.50 to \$10.00 per square foot.

FINAL ESTIMATE OF VALUE

The subject property is considered a strategic location because of its frontage on three streets and its potential development in the State Capitol area as well as increasing benefits from its proximity to the downtown area.

Giving consideration to the sales outlined herein, and the location of these various properties as well as the sales date which should be moved forward for time and change in use and value, it is our opinion that the subject property would have a market value somewhere in the range of \$7.50 to \$8.00 per square foot.

This property contains a total of approximately 31,780 square feet of area with frontage on three important downtown streets and its configuration would lend itself for development in various use and various forms, and basing our opinion on the facts and figures contained herein, it is our opinion that it has a market value as of April 15, 1987, as set forth below:

31,780 square feet @ \$7.70	\$244,706.00
Rounded to	\$244,700.00

ESTIMATED MARKET VALUE - PARCEL ONE

TWO HUNDRED FORTY FOUR THOUSAND, SEVEN HUNDRED DOLLARS

PARCEL TWO

PROPERTY BEING APPRAISED

The property being appraised is a lot and building located on Washington Avenue in Montgomery Alabama

PURPOSE OF THE APPRAISAL

The purpose of this appraisal is to estimate the market value of the subject property, with Market Value defined as the highest price a property will bring if exposed for sale in the open market, allowing a reasonable amount of time to find a purchaser who buys with the knowledge of all uses to which it is capable of being used and for which it is adapted.

LEGAL DESCRIPTION

No legal description of this property has been provided and it is identified as shown in the Office of the Tax Assessor of Montgomery County by Parcel Number 03-10-03-07-03-304-012.

ZONING

The subject property is zoned business and it is part of the central business of downtown Montgomery.

METHOD OF APPRAISAL

Normally, an appraisal is made based on three approaches, these being the Market Data Approach which is a comparison with comparable sales, the Cost Approach which is the estimated replacement cost of subject less any accrued depreciation and the Income Approach which is the capitalization of net income produced by the property.

Based on the fact that the land is unimproved and is not used for revenue production, it is our opinion that the most reasonable method of estimating its value is by the Market Data Approach.

DESCRIPTION OF PROPERTY AND LOCATION

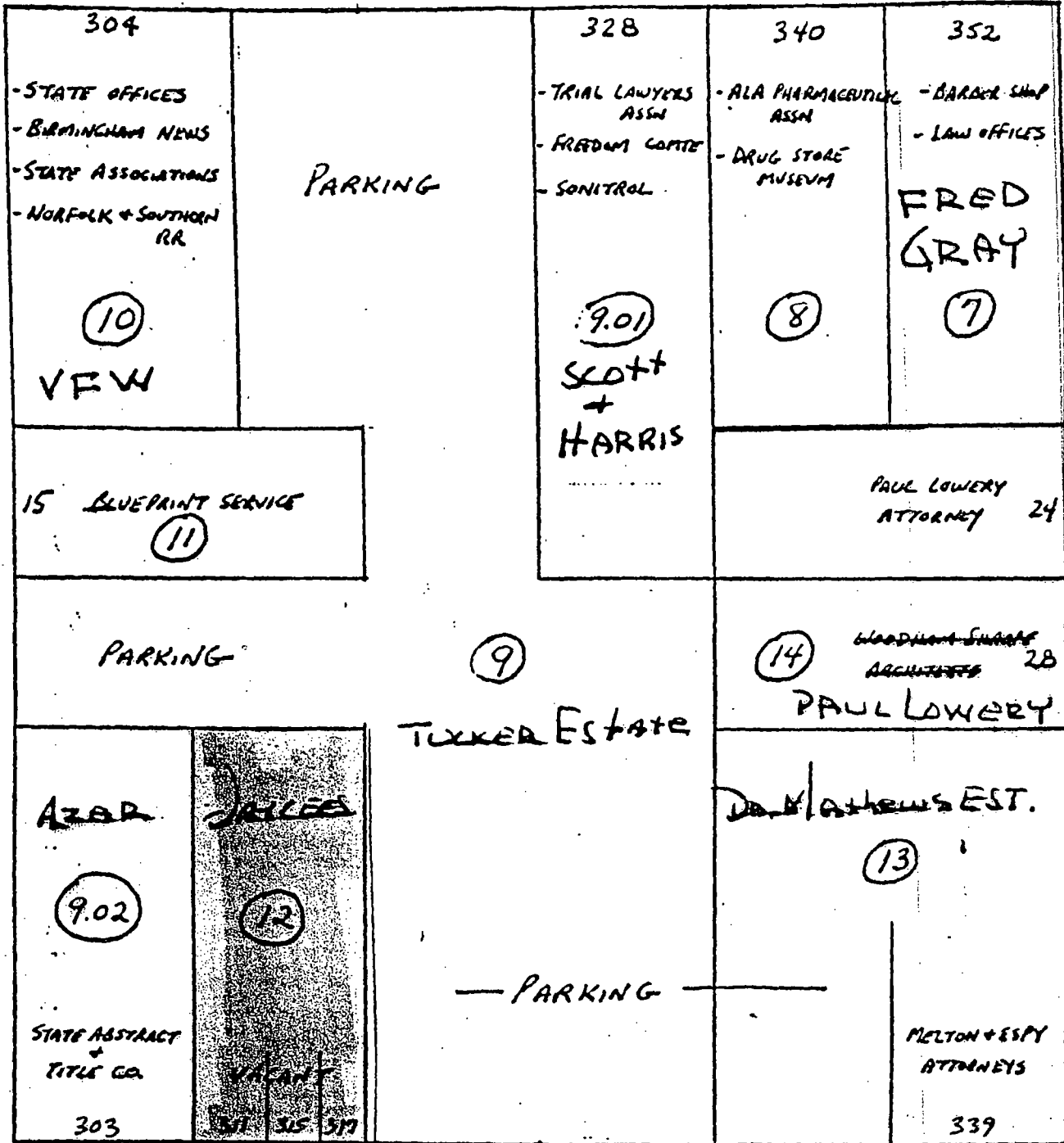
The subject property is located on the north side of Washington Avenue, approximately 50 feet east of its intersection with McDonough Street. The previous appraisal covering the adjoining property has discussed the location of subject property and factors which influence its value and these would apply to the subject property.

HIGHEST AND BEST USE

It is our understanding that the anticipated use of this property is to consolidate this entire block for the purpose of constructing a judicial center for the State of Alabama. It is our opinion that this is the highest and best use as anticipated.

FORBET

DEXTER



Mc DONOUGH

HULL

WASHINGTON

NOTE: ~~NUMBERS CIRCLED ARE PARCEL NUMBERS. SEE ATTACHED SHEET FOR OWNERSHIP.~~



VALUE INDICATED BY MARKET DATA APPROACH

The Market Data Approach will be used to estimate the value of this property because of the age and expected lifespan of the improvements. The improvements are presently owned by the Jaycees of Montgomery and they are using this for a promotion carried on each year at Halloween, during which time they present to the public what is known as the Haunted House. This property is particularly unique and advantageous for this presentation because of all of the available property for parking, even though it is owned by others and is adjacent to subject property. Even though this property is available to the subject for its use, it is not considered as an element of value because it is not under the control of owners of subject property.

The subject property is located on a lot approximately 50' x 110', which is a total of 5,500 square feet of land area. It improved with a two-story and basement building containing approximately 6,350 square feet of area. This building originally had four baths and four kitchens and was used as a location for apartments. In addition to the two stories, this building also has a basement and has been divided into various area through which the veiwing public travels during the presentation of the Haunted House.

Because of the size of this property and the fact that it actually has three floors, it is an ideal structure for this purpose.

This property was originally purchased from Ward by the Montgomery River Boat Commission, which at that time was a subsidiary of the Montgomery Jaycees. It was purchased on August 23, 1985 as recorded in Deed Book 742 at Page 584 at a purchase price of \$89,000.00.

In estimating the value of this property, consideration must be given to its location and it can best be compared with some recent sales of properties in this area which have been influenced by the Capitol Complex.

On February 1, 1982, Bargaineer sold to the Alabama Pharmaceutical Association a building located fronting on Dexter Avenue, containing approximately 3,800 square feet. The land area was approximately 10,654 square feet and the sales price was approximately \$165,000.00. This is an indicated value of land and building of approximately \$15.48 per square foot and when applied to the subject property, would indicate a value of approximately \$100,000.00

Both these properties at the time of sale were not in good condition. The Pharmaceutical building was remodeled completely and placed in excellent condition. It is considered a better location than the subject property and certainly in its present condition is considered a much better property.

On August 5, 1982, Foster sold to the Alabama Sheriff's Association, a house and lot located on the south side of Washington Avenue, just east of Decatur at a sales price of \$95,000.00.

This house was in terrible condition at the time of sale and remodeled completely to be used as the office for the Alabama Sheriff's Association.

This appraiser was familiar with this property at the time of sale and is of the opinion that this sales price should be brought forward to indicate a value of the subject. The subject in its present condition is superior to the condition of this comparable at the time of sale. It would be my opinion that it would indicate a value of the subject property of \$100,000.00 to \$110,000.00.

On May 9, 1986, McClain sold to Jordan, a house and lot located at 324 Adams Avenue which is west of the subject property and one block south. This property sold at \$70,000.00 and included a first floor with seven rooms and 1 1/2 baths and a second floor with six rooms and 2 baths. This property is not as well located as the subject property and is not as large as the subject and in our opinion would support of value of the subject property in the range of \$100,000.00 to \$110,000.00.

On November 12, 1985, Sealey sold a property on Washington Avenue, just west of the Alabama Bankers Association Building at a sales price of \$70,000.00. This property was in very poor condition at the time of sale and is on a 50' x 150' lot and is not as large as subject property nor does it have the utility of subject property. It is my opinion that this sale would support a value of the subject property of approximately \$100,000.00 to \$110,000.00.

Giving consideration to the price at which this property was purchased two years ago and its current use and its proximity to the Capital Complex and to the area under consideration, it is our opinion that it has a market value of approximately \$105,000.00.

ESTIMATED MARKET VALUE - PARCEL TWO -

ONE HUNDRED FIVE THOUSAND DOLLARS

13

PARCEL THREE

PROPERTY BEING APPRAISED

The property which is being appraised is a lot and office building located on Dexter Avenue in Montgomery, Alabama.

PURPOSE OF THE APPRAISAL

The purpose of this appraisal is to estimate the market value of the subject property with Market Value defined as the highest price stimated in terms of money which a property will bring if expose for sale on the open market, allowing a reasonable amount of time to find a purchaser who buys with the knowledge of all uses to which it is capabale of being used and for which it is adapted.

LEGAL DESCRIPTION

No legal description of this property has been provided and it is legally described as shown in the Office of the Tax Assessor of Montgomery County by Parcel Number 03--10-03-07-03-304-009.001.

This lot contains a total of 7,070 square feet with 42 feet of frontage on Dexter Avenue, extending to the rear approximately 159 feet, with an "L" shape to the east.

ZONING

The subject property is zoned business and is part of the central business district in the downtown area of the City of Montgomery.

METHOD OF APPRAISAL

In estimating the value of this property, the greatest consideration is given to the Market Data Approach and some consideration given to the Cost Approach. Even though this property is considered income-producing property, it's greatest consideration with be given to the other two approaches.

DESCRIPTION OF PROPERTY AND LOCATION

The subject property is located in the approximate middle of the block between McDonough and Hull and is on the south side of Dexter Avenue.

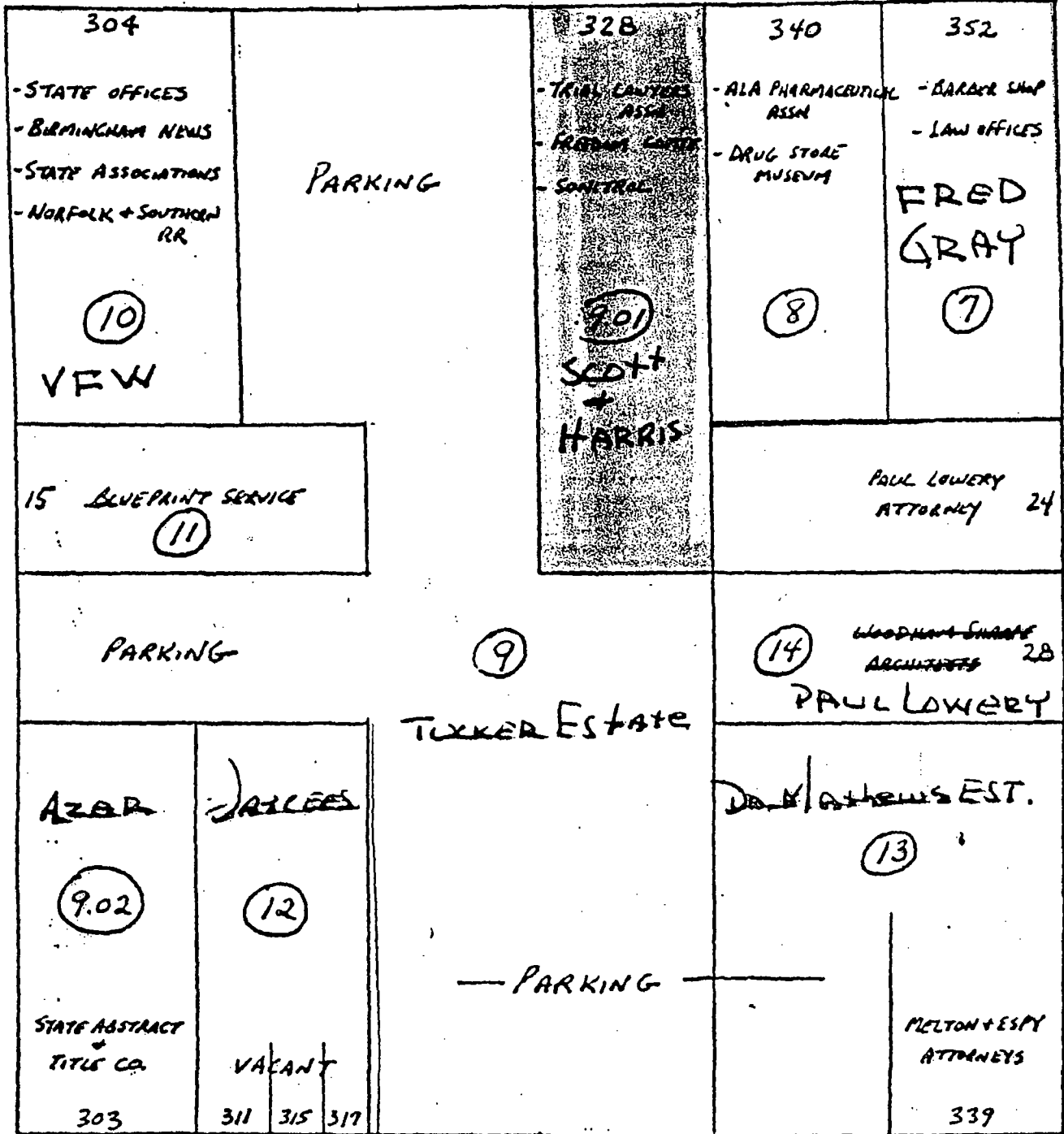
This entire area is a part of the Capital Complex and is influenced by several factors as outlined in the appraisal of Parcel One, which applies to the subject property as well.

HIGHEST AND BEST USE

It is our understanding that the intention is to purchase this property and to consolidate this block for the purpose of constructing a judicial center for the State of Alabama.

This property is already being used for office purposes, and in my opinion, this is it's highest and best use.

DEXTER

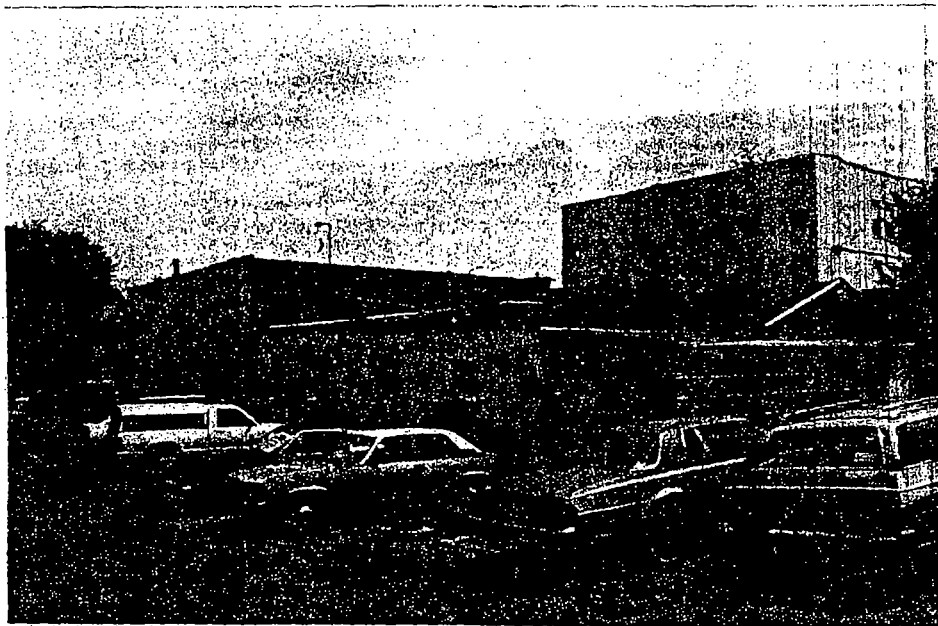
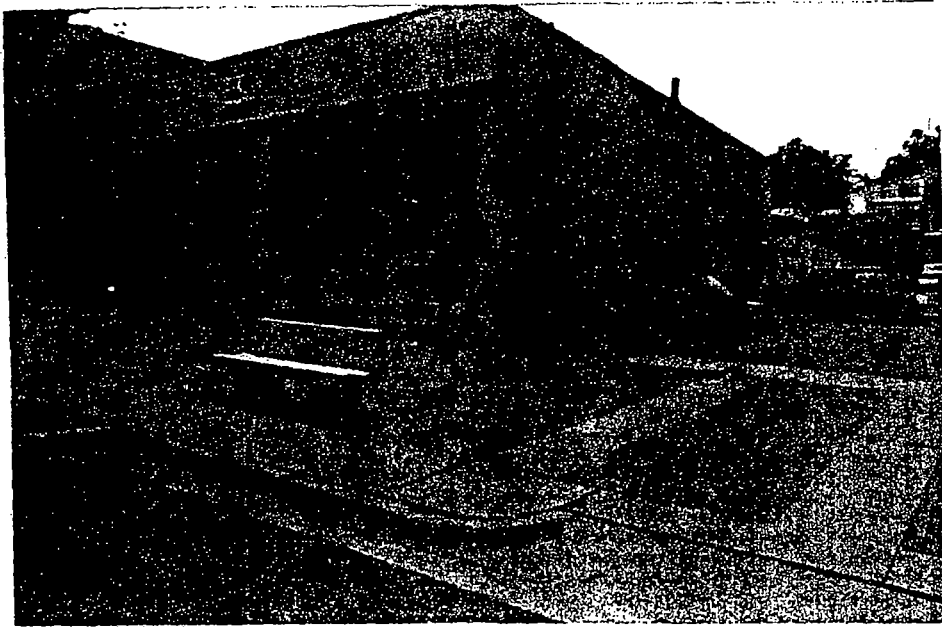


MIC DONOUGH

ALL

WASHINGTON

NOTE: NUMBERS CIRCLED ARE PARCEL NUMBERS. SEE ATTACHED SHEET FOR OWNERSHIP.



VALUE INDICATED BY MARKET DATA APPROACH

The subject property is an office type building with the original construction being an estimated 50 years old but has been brought back to an age life much less than this by careful remodeling. This property is in three phases of construction, with the front phase containing a total of approximately 2,730 square feet, including 9 offices with an entry area and carpeted floors, prefinished panelled walls and some grass cloth and paper. It also contains drop acoustical ceilings and fluorescent tube lighting. Immediately south of this portion there is a concrete block area with concrete floor with vinyl cover. This area has a somewhat unfinished roof area in the western half with a drop ceiling and fluorescent tube lighting in the eastern portion. It contains a total of 2,087 square feet of area.

Immediately south of this area is a shed addition which is estimated to contain approximately 235 square feet and, in our opinion, contributes very little if any value to this property.

This improvement has adequate bathroom facilities, with vinyl wainscot drop ceilings and fluorescent fixtures. There is some parking available on the lot since the building does not cover the entire property.

For the purpose of this appraisal, it is estimated that this property has a total rental area of approximately 4,817 square feet.

On March 18, 1987, Southern United Life Insurance Company sold to Byrne Butler et al a building located on Catoma Street containing approximately 22,000 square feet of area. This building sold at a sales price of \$780,000.00 and is an indicated square foot value of the building of approximately \$35.45. Even though this building is superior to the subject property, it is my opinion that it should be compared with the subject because the subject is considered in a much better location and has much more utility based on its location and based on the configuration of the building itself.

After application of the square foot value of \$35.45 to the subject property, would indicate a value of subject of approximately \$170,762.00, rounded to \$171,000.00.

On April 18, 1987, Alabama Asphalt Contractors sold to Sealey a building located at 458 South Lawrence Street at a sales price of \$175,000.00. This building sold at a square foot value of \$48.61 and is considered superior to the subject property. Adjustment of this building and sale downward for location and condition would indicate a square foot value of the subject of approximately \$35.00 to \$40.00 per square foot and as such would indicate a value to the subject in the neighborhood of \$175,000.00.

On February 1, 1982, Bargaineer sold to Alabama Pharmaceutical Association a building located adjacent to the subject property containing 3,800 square feet of area at a sales price of \$165,000.00. The subject property was in much better condition at the time of sale than this comparable and in my opinion would indicate a value of the subject of approximately \$175,000.00.

Based on these sales, it is my opinion that the subject property would have a value of approximately \$175,000.00, as indicated by the Market Data Approach.

VALUE INDICATED BY INCOME APPROACH TO VALUE

This building has a total rental area of approximately 4,817 square feet and based on current rental markets in the City of Montgomery, it would, in my opinion, rent at a figure of approximately \$6.50 per square foot with the owner paying utilities. This would indicate a gross income of \$31,310.00, from which should be deducted 10% for vacancy and rent loss and approximately 35% for expenses in operation of the building before amortization. This would leave a net income of approximately \$18,316.00, which capitalized at 10% would indicate a value to the subject of approximately \$180,000.00. by the Income Approach.

VALUE ESTIMATED BY COST APPROACH

It is my opinion that this building could be constructed at a cost of approximately \$55.00 per square foot or a total cost of \$264,935.00. Further it is estimated that this building has suffered at least 50% depreciation which leaves an estimated value after depreciation of approximately \$132,468.00.

To this should be added the estimated value of the land, which is approximately 7,000 square feet at a square foot value of approximately \$7.00 which would indicate a value of the land of approximately \$53,900.00, or a total value as estimated by the Cost Approach of approximately \$186,368.00, rounded to \$186,000.00.

FINAL ESTIMATE OF VALUE AND CORRELATION

Based on the estimated value of this property by the Market Data Approach, the Income Approach and the Cost Approach, it is our opinion that mix of these three approaches would indicate a value of the subject property of approximately \$175,000.00 to \$180,000.00.

ESTIMATED MARKET VALUE - PARCEL THREE

ONE HUNDRED SEVENTY FIVE THOUSAND DOLLARS

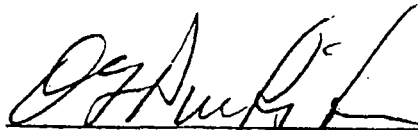
FINAL ESTIMATE OF VALUE

Based on the information set forth previously in this report, it is our opinion that the market value of the subject property as of August 10, 1987 is as follows:

ESTIMATED MARKET VALUE -

PARCEL ONE	\$ 244,700.00
PARCEL TWO	\$ 105,000.00
PARCEL THREE	\$ 175,000.00

524,700



O. G. Pinkston



Paul C. Corwin

APPRAISER'S CERTIFICATE

I certify that I have personally examined and inspected the property identified in the legal description of this report and to the best of my knowledge and belief, the statements and opinions in this report are correct, subject to contingent and limiting conditions. I further certify that I have no interest, present or contemplated, in the property and that neither the employment to make this appraisal nor the compensation is contingent on the value of this property as appraised. This appraisal has been made in conformity with the Code of ethics of the American Institute of Real Estate Appraisers.



O. G. Pinkston



Paul C. Corwin

QUALIFICATIONS OF O. G. PINKSTON
REALTOR - APPRAISER

1. Attended University of the South, Sewanee, Tennessee and Auburn University, Auburn, Alabama.
2. Experienced in construction of new structures and repair and maintenance of existing structures since 1954.
3. Property manager for properties in Montgomery and Macon Counties.
4. Member of Montgomery Board of Realtors and National Association of Realtors.
5. Owner of O. G. Pinkston Agency (a real estate company).
6. President of Atasi, Inc. (a real estate development corporation).
7. Completed the following Real Estate Appraisal Courses:
Course I, University of Mississippi, Oxford, Miss. , May, 1966.
Course II, University of Florida, Gainesville, Fl. , May, 1967.
Course III, Clemson University, Clemson, S.C., Feb, 1968.
Course IV, University of Georgia, Athens, Ga. March, 1969.
Course VIII, Clemson University, Clemson, S. C., Feb, 1971.
8. Qualified as an expert witness in Circuit Courts of Montgomery County, Lowndes County, Autauga County, Dallas County, Elmore County, Crenshaw County and Federal Court, Middle District of Alabama.
9. Served as Master on condemnation cases for Federal Court, Middle District of Alabama and Probate Commissions for Montgomery County, Alabama.
10. Experienced in appraisal of commercial, residential, and rural properties.
11. American Institute of Real Estate Appraiser's Certificate Number 5546. The American Institute of Real Estate Appraisers conducts a voluntary program of continuing education for its designated members. MAIs and RMs who meet the minimum standards of this program are awarded periodic educational certification. In that this program is voluntary, I have chosen not to participate.

QUALIFICATIONS OF APPRAISER - PAUL C. CORWIN, JR.

LICENSED BROKER, STATE OF ALABAMA, SINCE 1954

ELECTED REALTOR OF YEAR IN MONTGOMERY & STATE OF AL IN 1973

MEMBER: American Society of Appraisers
National Association of Realtors

COMMISSIONER: Served 10 years as member of Real Estate
Commission, State of Alabama

Served 10 years on Montgomery Board
of Zoning Adjustments

PAST PRESIDENT: Alabama Association of Realtors
Montgomery Area Board of Realtors
Elected to Hall of Fame of
Montgomery Area Bd. of Realtors

DIRECTOR: National Association of Realtors

PAST DIRECTOR: National Association of Licensed Law officials

PRESIDENT & DEVELOPER: Warlan Corporation, Vaughn Meadows, Inc.
Vaughn Road Developers, Inc., Colline Corp.

GOVERNMENTAL AGENCIES: State of AL, City of Montgomery, County of
Montgomery, Urban Redevelopment Agency

HUD APPRAISALS: Appraised two of largest urban renewal and
redevelopment projects in Montgomery, Western Hills
and Alabama State University projects.

REPRESENTATIVE CLIENTS: Alabama Power Co., Standard Oil Co., Humble Oil
& Refining Co., Gulf Oil Corporation, Shell Oil
Co., Rebel Oil Co., Atlantic Richfield Oil Co., Hunt
Oil Co., Tuscaloosa Div.
Dan River Mills
Westinghouse Electric Corp.
Alabama Farm Bureau Federation & Affiliates
University of Alabama
Jim Wilson & Associates
Gulf States Paper Corp., Tuscaloosa
Union Camp Corp., Savannah, GA

BANKS & S&L ASSOC.: Union Bank & Trust Company, First Alabama Bank
of Montgomery, SouthTrust Bank, City Federal
Savings & Loan, Alabama National Bank, Central
Bank, C & S Bank, Atlanta, Trust Co. of Georgia,
Guaranty Savings & Loan, First Southern Savings &
Loan

Various individuals and attorneys in Montgomery,
Alabama

Served as Probate Commissioner in Montgomery
County

Qualified as expert witness in Federal Courts and
testified in Circuit Court in 23 Counties in
Alabama

CONTINGENT AND LIMITING CONDITIONS

The legal description furnished is assumed to be correct.

I assume no responsibility for matters legal in nature, nor do I render any opinion as to the title, which is assumed to be marketable. The property is appraised as though under responsible ownership.

Title is assumed to be held in fee simple and no liens or encumbrances were considered.

The sketch in this report is included to assist the reader in visualizing the property, and I assume no responsibility for it's accuracy. I have made no survey of the property.

I am not required to give testimony or appear in court because of having made this appraisal, with reference to the property in question, unless arrangements have been previously made therefor.

The distribution of the total valuation in this report between land and improvements applies only under the existing program of utilization. The separate valuations for land and building must not be used in conjunction with any other appraisal and are invalid if so used.

I assume that there are no hidden or unapparent conditions of the property, subsoil or structures which would render it more or less valuable. I assume no responsibility for such conditions or for engineering which might be required to discover such factors.

Information, estimates and opinions furnished to me and contained in this report were obtained from sources considered reliable and believed to be true and correct. However, no responsibility for accuracy can be assumed by me.

Neither all nor any part of the contents of this report, or copy thereof, shall be used for any purpose by any but the client without the written consent of the appraiser and/or of the client; nor shall it be conveyed by any including the client to the public through advertising, public relations, news, sales or other media, without the written consent and approval of the author, particularly as to valuation conclusions, the identity of the appraiser, or a firm with which he is connected, or any reference to any professional society or institute or any initialed designations conferred upon the appraiser.

Attachment D



May 25, 1990

Alabama Judicial Commission
445 Dexter Avenue
Montgomery, Alabama 36104

Subject: Identification and Removal of Asbestos-Containing Materials
from the Buildings to be Demolished for the Construction of the
New Judicial Building
EMC Proposal No. MA-90-127a

Gentlemen:

Thank you for allowing us to submit this proposal to provide engineering and testing services to determine the extent of asbestos-containing materials in the buildings that will be demolished for construction of the Judicial Building, to prepare a Project Manual for removal of these materials and to provide air monitoring and project administration services during their removal. This proposal represents our understanding of the proposed project, EMC's scope of services and fees for our work.

BACKGROUND

The new Judicial Building will be constructed on the block bounded by Washington Avenue, McDonough Street, Dexter Avenue and Hull Street in downtown Montgomery. The buildings that currently occupy this block will be razed to allow for this construction. Prior to general demolition any asbestos materials must be identified and removed from these buildings.

PROPOSED SERVICES

In order to assist you in identifying and removing the asbestos-containing materials from these buildings we propose the following services:

- Perform a pre-design survey to discover asbestos-containing building materials. This survey and sampling will be performed in general accordance with methods recommended by EPA. Our on-site survey will be performed by trained personnel who will require access to all areas of the buildings.

- Analyze all samples obtained during our survey using Polarized Light Microscopy coupled with dispersion staining. This technique is the EPA's preferred method of identifying asbestos in building materials.
- Discuss with the Judicial Commission's representative and their Architect, the findings of our survey and our recommendations for asbestos removal. This discussion will include scheduling, coordination with the demolition work, insurance and other requirements of the removal contract.
- Prepare a project manual consisting of bid documents and technical specifications for the removal of asbestos-containing materials. The project manual will have Alabama Building Commission based contract documents and forms.
- Conduct a pre-bid meeting with owner and bidders to discuss the project and answer pertinent questions.
- Assist Owner in evaluating bids.
- Provide periodic on site observation of the work during the course of the abatement to determine in general if the work is proceeding in accordance with the project manual. Please note that we will not be responsible for the safety precautions and programs incident to the work of the Contractor.
- Provide contract administration services for necessary interpretation and clarification of the contract documents and in connection with this prepare any change orders that may be required.
- Perform air monitoring inside and adjacent to the isolated work areas. This monitoring will provide information concerning the effective insulation of the work area and indicate undue dust development during the abatement. This monitoring will be performed in general accordance with NIOSH P&CAM method 7400.

FEES

Our fee for the pre-design survey will be \$4830. This includes analysis of up to 125 samples. Our fee for the preparation of asbestos abatement bid documents and project administration will be \$3500. Air monitoring during the removal project will be billed at \$290.00 per eight (8) hour day, with overtime charged at 1.25 times our daily rate.

Based on our present workload we can begin our survey within one week after receiving written authorization to proceed. We anticipate that the survey and preparation of the project manual will take about a month. Our normal practice is to issue an invoice monthly for work performed in the

prior period. Unless you specify otherwise, we will send two copies of each invoice.


AUTHORIZATION


I hope this proposal meets your approval. In order that we may complete our contract, please sign and return a copy of the attached Proposal Acceptance Sheet. This will give us formal authorization to perform the work along with proper invoicing instructions. Any special instructions should be noted on the Acceptance Sheet. Please note that the Terms and Conditions attached to this proposal are an integral part of our contract.

Please be aware that in executing this proposal, you do acknowledge that asbestos has been determined by governmental authorities to be a cancer-causing agent and recognize the inherent risk associated herewith.

Thank you for the opportunity to provide this proposal. Should you have any questions or comments, please contact me at your convenience.

Sincerely,
Environmental-Materials Consultants, Inc.


Ollen D. Gray
Project Manager


W. Haynes Kelley, Jr. P.E.
President

ENVIRONMENTAL-MATERIALS CONSULTANTS
SCHEDULE OF FEES FOR ASBESTOS SERVICES
PROPOSAL # MA-90-127a

I. ENGINEERING SERVICES:

A. Senior Engineer	\$65.00
B. Project Engineer or Manager, per hour	\$50.00
C. Drafting or Engineering Technician, per hour	\$35.00

II. LABORATORY SERVICES:

A. Bulk Sample Analysis by Polarized Light Microscopy, per sample:	\$25.00
B. TEM type identification, cost divided by 0.8	

III. AIR MONITORING SERVICES:

Technician time observing the contractor's abatement work, setting out and collecting sampling pumps and microscopy, and engineering review.
(up to 5 pumps, and 8 hrs)

\$290.00

(Holidays, weekends or other than normal business hours,
multiply by 1.25)

A. Project Engineer or Manager, per hour	\$50.00
B. Air Monitoring Technician, per hour	\$25.00
C. Sampling Materials, per test	\$ 8.00

IV. OTHER DIRECT EXPENSES:

- A. Special equipment or supplies, permits, shipping or other items not customarily provided by EMC will be charged at cost divided by 0.8
- B. Photographic documentation will be charged at cost divided by 0.8

NOTES: These rates are effective through December 1990.

PROPOSAL ACCEPTANCE SHEET

Proposed Services: Engineering and Testing Services
Project Name: Alabama Judicial Building
Project Location: Montgomery, Alabama
Proposal No. and Date: MA-90-127a May 25, 1990

CLIENT:

Name: Alabama Judicial Commission
Address: 445 Dexter Avenue
Montgomery, Alabama 36104
Attention: _____

SPECIAL INSTRUCTIONS : _____

PROPOSAL ACCEPTANCE:

The Terms and Conditions of this Proposal, including the terms on this page and the reverse hereof are:

Accepted this _____ day of _____ 19_____

Print or type individual, firm or corporate body name

Signature of authorized representative

Print or type name of authorized representative and title

TERMS AND CONDITIONS

SCOPE OF SERVICES. Environmental-Hazardous Consultants, Inc. as an independent consultant, and hereinafter referred to as ENGINEER, agree to provide CLIENT for CLIENT's sole benefit and exclusive use consulting services set forth in EMC's proposal.

STANDARD OF CARE. Services performed by ENGINEER under this AGREEMENT will be conducted in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing in the same locality under similar conditions. No other representation, express or implied, and no warranty or guarantee is included or intended in this AGREEMENT, or in any report, opinion, document or otherwise.

BILLING AND PAYMENT. CLIENT recognizes that timely payment of ENGINEER's invoices is a material part of the consideration of this AGREEMENT. CLIENT shall pay ENGINEER for services performed in accordance with the rates and charges set forth herein. Invoices will be submitted by ENGINEER from time to time, but no more frequently than every two weeks, and shall be due and payable within fourteen calendar days of invoice date. If CLIENT objects to all or any portion of an invoice, CLIENT shall so notify ENGINEER within fourteen calendar days of the invoice date, identify the cause of disagreement, and pay when due that portion of the invoice, if any, not in dispute. CLIENT shall pay an additional charge of one-and-one-half percent (for the maximum percentage allowed by law, whichever is lower) of the invoiced amount per month plus collection costs, including reasonable attorney's fees, for any payment received by ENGINEER more than thirty calendar days from the date of the invoice, excepting any portion of the invoiced amount in dispute and resolved in favor of CLIENT. Payment thereafter shall first be applied to accrued interest and then to the principal unpaid amount. Payment of invoices is in no case subject to unilateral discounting or set-offs by CLIENT. Application of the percentage rate indicated above as a consequence of CLIENT's late payments does not constitute any willingness on ENGINEER's part to finance CLIENT's operation, and no such willingness should be inferred. If CLIENT fails to pay undisputed invoiced amounts within thirty calendar days of the date of the invoice, ENGINEER may at any time, without waiving any other claim against CLIENT and without thereby incurring any liability to CLIENT, suspend or terminate this AGREEMENT. If a project is terminated in whole or in part, then ENGINEER shall be paid for services performed prior to receiving or issuing written notice of such termination in addition to ENGINEER's reimbursable expenses and any shutdown costs incurred. Shutdown costs may, at ENGINEER's sole discretion, include completion of analysis and records necessary to document ENGINEER's files and protect ENGINEER's professional reputation. ENGINEER may require, at any time during the pendency of this AGREEMENT, and at its sole discretion, that CLIENT post a letter of credit issued by a federally insured financial institution in an amount sufficient to assure full payment hereunder.

TERMINATION. CLIENT or ENGINEER may terminate this AGREEMENT by notifying the other party. Termination will become effective thirty calendar days after receipt of the termination notice, irrespective of which party shall effect termination or the cause therefor. CLIENT shall within thirty calendar days of termination reimburse ENGINEER for services rendered and costs incurred. Costs shall include those incurred up to the time of termination, as well as those associated with termination and post-termination activities, such as demobilization, decontamination and/or disposing of equipment or samples.

DOCUMENTS. CLIENT will furnish or cause to be furnished such reports, data, studies, plans, specifications, documents and other information deemed necessary by ENGINEER for proper performance of ENGINEER's services. ENGINEER may rely upon CLIENT-provided documents in performing the services required under this AGREEMENT; however, ENGINEER assumes no responsibility or liability for their accuracy. CLIENT-provided documents will remain property of CLIENT. All documents, including but not limited to, drawings, specifications, reports, boring logs, field notes, laboratory test data, calculations and analyses, prepared by ENGINEER as instruments of service pursuant to this AGREEMENT, shall be ENGINEER's sole property. CLIENT agrees that all documents of any nature furnished to CLIENT or CLIENT's agents or designees, if not paid for, will be returned upon demand and will not be used by CLIENT for any purpose whatsoever. CLIENT further agrees that under no circumstances shall any documents produced by ENGINEER pursuant to this AGREEMENT be used at any location or for any project not expressly provided for in this AGREEMENT without ENGINEER's prior written permission. If CLIENT uses all or any portion of ENGINEER's work on another project without ENGINEER's permission, CLIENT shall to the maximum extent permitted by law give ENGINEER damages from any and all claims arising from such unauthorized reuse. Further, no part of any document ENGINEER delivers to CLIENT shall be reproduced or distributed, whether for advertising or any other purpose, without ENGINEER's prior written consent. Any such reproduction or distribution shall be at CLIENT's sole risk and without liability or legal exposure to ENGINEER.

HAZARDOUS SUBSTANCES AND CONSTITUENTS. CLIENT agrees to advise ENGINEER upon execution of this AGREEMENT of any hazardous substance or any condition existing in, on, or near the site presenting a potential danger to human health, the environment, or equipment. CLIENT agrees to provide continuing information as it comes available to the attention of CLIENT in the future. By virtue of entering into this AGREEMENT or of providing services hereunder, ENGINEER

does not assume control of or responsibility for the site or the person in charge of the site, or undertake responsibility for reporting to any Federal, State or local public agencies any conditions at the site that may present a potential danger to public health, safety or the environment. CLIENT agrees to notify the appropriate Federal, State or local public agencies as required by law, or otherwise to disclose, in a timely manner, any information that may be necessary to prevent any danger to health, safety, or the environment. In connection with hazardous waste, CLIENT agrees to the maximum extent permitted by law to defend, hold harmless and indemnify ENGINEER from and against any and all claims and liabilities resulting from:

- CLIENT's violation of any Federal, State or local statute, regulation or ordinance relating to the disposal of hazardous substances or constituents;
- CLIENT's understanding of or arrangement for the handling, removal, treatment, storage, transportation or disposal of hazardous substances or constituents found or identified at the site;
- Changed conditions or hazardous substances or constituents introduced at the site by CLIENT or third persons before or after the completion of service herein;
- Allegations that ENGINEER is a handler, generator, operator, issuer or storer, transporter, or disposer under the Resource Conservation and Recovery Act of 1976 as amended or any other similar Federal, State or local regulation or law.

UNANTICIPATED CONDITIONS OR HAZARDOUS MATERIALS. Unanticipated conditions or certain types of hazardous materials may exist at a site where there is no reason to believe they could or should be present. ENGINEER and CLIENT agree that the discovery of unanticipated hazardous materials constitutes a changed condition mandating a reevaluation of the scope of work or termination of services. ENGINEER and CLIENT also agree that the discovery of unanticipated hazardous materials will make it necessary for ENGINEER to take immediate measures to protect human health and safety, and/or the environment. ENGINEER agrees to notify CLIENT as soon as practically possible should unanticipated hazardous materials or suspected hazardous materials be encountered. CLIENT encourages ENGINEER to take any and all measures that in ENGINEER's professional opinion are justified to prevent and protect the health and safety of ENGINEER's personnel and the public, and/or the environment, and CLIENT agrees to compensate ENGINEER for the additional cost of such work. In addition, CLIENT waives any claim against ENGINEER, and agrees to indemnify, defend and hold ENGINEER harmless from any claim or liability for injury or loss arising from ENGINEER's encountering of unanticipated hazardous materials or suspected hazardous materials. CLIENT also agrees to compensate ENGINEER for any time spent and expenses incurred by ENGINEER in defense of any such claim, with such compensation to be based upon ENGINEER's prevailing fee schedule and expense reimbursement policy.

RIGHT OF ENTRY. CLIENT shall provide for ENGINEER's right to enter from time to time property owned by CLIENT and/or others) in order for ENGINEER to fulfill the scope of services included hereunder. CLIENT understands that use of exploration equipment may cause some damage, the correction of which is not part of this AGREEMENT. CLIENT also understands that the discovery of certain conditions and/or taking preventive measures relative to these conditions may result in reduction of the property's value. Accordingly, CLIENT waives any claim against ENGINEER, and agrees to defend, indemnify and hold ENGINEER harmless from any claim or liability for injury or loss allegedly arising from procedures associated with ENGINEER's activities or discovery of hazardous materials or suspected hazardous materials. In addition, CLIENT agrees to compensate ENGINEER for any time spent or expenses incurred by ENGINEER in defense of any such claim, with compensation to be based upon ENGINEER's prevailing fee schedule and expense reimbursement policy.

DAMAGE AT SITE. ENGINEER will not be liable for any property damage or bodily injury arising from damage to or interference with surface or subsurface structures (including, without limitation, pipes, tanks, telephone cables, etc.) which are not called to our attention in writing and correctly shown on the plans furnished by CLIENT in connection with work performed under this AGREEMENT. CLIENT recognizes that the use of exploration and test equipment may unavoidably affect, alter, or damage the terrain and affect subsurface, vegetation, buildings, structures and equipment in, at, or upon the site. CLIENT accepts the fact that this is inherent to our work and will not hold ENGINEER liable or responsible for any such effect, alteration or damage.

SAMPLING AND TESTING LOCATIONS. The fees included in ENGINEER's Proposal do not include costs associated with surveying of the site and/or facility to determine accurate horizontal and vertical locations of tests. If surveying is required, cost of surveying will be paid by CLIENT. Field tests or boring locations described in report or shown on sketches are based on specific information furnished by others or obtained in the field by personnel. Such dimensions, depths or elevations are approximations.

DISPOSAL OF SAMPLES. Samples obtained from the PROJECT site are the property of CLIENT. ENGINEER shall preserve such samples for no longer than forty-five calendar days after the issuance of any document that includes the data obtained from them, unless other arrangements are mutually agreed upon in writing. Should any of these samples be contaminated by hazardous substances or suspected hazardous substances, it is CLIENT's responsibility to collect and arrange for lawful

for lawful disposal procedures, that is, procedures which encompass removing the contaminated samples from ENGINEER's custody and transporting them to a disposal site. CLIENT is advised that, in all cases, prudence and good judgment should be applied in selecting and arranging for lawful disposal procedures. Due to the risks to which ENGINEER is exposed, CLIENT agrees to waive any claim against ENGINEER, and to defend, indemnify and hold ENGINEER harmless from any claim or liability for injury or loss arising from ENGINEER's containing, labelling, transporting, testing, storing or other handling of contaminated samples. CLIENT also agrees to compensate ENGINEER for any time spent and expenses incurred by ENGINEER in defense of any such claim, with such compensation to be based upon ENGINEER's prevailing fee schedule and expense reimbursement policy.

FIELD PERFORMANCE. The presence of ENGINEER's field personnel either full- or part-time will be for the purpose of providing observation and field testing of specific aspects of the project. Should a contractor be involved in the project, ENGINEER's work does not include supervision or direction of the actual work of the contractor, his employees or agents. The contractor should be so advised. The contractor should also be informed that, in the presence of ENGINEER field representative nor the observation and testing by ENGINEER shall excuse a contractor in any way for defects discovered in contractor's work. It is agreed that ENGINEER will not be responsible for job or site safety on the project and that ENGINEER does not have the right to stop the work of the contractor.

PUBLIC LIABILITY. ENGINEER maintains workers' compensation and employer's liability insurance for ENGINEER's employees as required by State laws. In addition, ENGINEER maintains comprehensive general liability with limits of \$50,000 and sure liability insurance with limits of \$30,000. A Certificate of Insurance can be supplied evidencing such coverage. ENGINEER will not be liable or responsible for any loss, damage, or liability beyond the amounts, limits, coverage, or conditions of such insurance specified above. In the event any third party brings suit or claim for damages against ENGINEER alleging exposure to or damage from material, elements or contaminants at or from CLIENT's facility before, during, or after the term of this AGREEMENT, which is alleged to have resulted in or caused disease or any adverse health condition to any third party or resulting in cost for remedial action, unhabitability of the property, or other property damage, then CLIENT agrees to defend ENGINEER in any such suit or claim and pay, on ENGINEER's behalf, any judgment resulting against ENGINEER, including any interest thereon. Further, CLIENT, with ENGINEER's concurrence, will select, hire and pay an attorney to defend any such suit or claim, with ENGINEER's concurrence, will select, hire and pay an attorney to defend any such suit or claim, with ENGINEER's concurrence, will select, hire and pay an attorney to defend any such suit or claim, with ENGINEER's concurrence, will select, hire and pay an attorney to defend any such suit or claim, with ENGINEER's concurrence, will select, hire and pay an attorney to defend any such suit or claim, with ENGINEER's concurrence, will select, hire and pay an attorney to defend any such suit or claim.

PROFESSIONAL LIABILITY. CLIENT agrees to limit ENGINEER's liability to CLIENT or any third party arising from negligent professional acts, errors or omissions, such that our total aggregate liability shall not exceed \$50,000 or ENGINEER's total fee, whichever is greater.

CLAIMS. In the event CLIENT makes any claim against ENGINEER at law or otherwise, for any alleged error, omission, or injurious act arising out of the performance by ENGINEER of services pursuant to this AGREEMENT, which cannot be mutually resolved without resort to litigation, and CLIENT fails to prove such claim, then CLIENT shall pay all costs incurred by ENGINEER in defending itself against claim, including without limitation, ENGINEER's personal-related costs, attorney fees, court costs, and other claim-related expenses, including without limitation, costs, fees, and expenses of experts. CLIENT agrees that for purposes of this AGREEMENT it has failed to prove its claim when any judgment obtained by it is for a sum of money less than the maximum sum offered in writing by ENGINEER to resolve the matter prior to commencement of trial.

SEVERABILITY. Any element of this AGREEMENT held to violate a law or regulation shall be deemed void, and all remaining provisions shall continue in force.

WARRANTY. All obligations arising prior to the termination of this AGREEMENT and all provisions of this AGREEMENT allocating responsibility or liability between CLIENT and ENGINEER shall survive the completion of the services hereunder and their termination of this AGREEMENT.

INTEGRATION. This AGREEMENT comprises a final and complete repository of understanding between CLIENT and ENGINEER. It supersedes all prior or contemporaneous communications, representations, or agreements, whether oral or written, relating to the subject matter of this AGREEMENT. CLIENT and ENGINEER agree that modifications to this AGREEMENT shall not be binding unless made in writing and signed by an authorized representative of each party.

GOVERNING LAW. The law of the State of Alabama governs the validity of this AGREEMENT, its interpretation and performance, and remedies for contract breach or any other claims related to this AGREEMENT.

ARTICLE 11. Record Documents. When Service E is included in this Agreement, the Architect shall furnish the Owner two complete record sets of plans of the project as finally constructed, with all corrections, revisions, and changes clearly shown thereon; and two sets of specifications to which shall be attached copies of all contract change orders and modifications. The record documents shall be delivered to the Owner and/or the Building Commission as directed immediately after final inspection and before final Architect's inspection fee is paid.

ARTICLE 12. Ownership of Documents. Drawings and specifications as instruments of service are the property of the Architect, whether the Work for which they are made be executed or not.

Should the work as herein agreed be terminated on the completion of Services A, B, and C the Architect shall deliver, unless requested by the Owner to postpone delivery until so requested, up to 25 sets of plans and specifications. The Owner shall be entitled to use these plans and specifications, with or without modification, for the construction of all or part of one entire project as planned and specified without further payment to the Architect.

ARTICLE 13. Successors and Assignments. The Owner and the Architect each binds himself, his partners, successors, executors, administrators, and assigns to the other party to this Agreement, and to the partners, successors, executors, administrators, and assigns of such other party in respect of all covenants of this Agreement.

ARTICLE 14. Completion Schedule. The Architect agrees to furnish complete schematic drawings for review by the Owner and/or other public agencies within _____ calendar days after the Owner has furnished him a complete list of the requirements and site survey necessary for their development. The Architect further agrees to furnish complete preliminary plans, outline specifications and cost estimate for review by the Owner and other public agencies within _____ calendar days after receipt of necessary approvals of the schematic drawings; and to furnish complete final working drawings, specifications and contract document forms for review by the Owner and/or other public agencies within _____ calendar days after receipt of necessary approvals of preliminary documents.

ARTICLE 15. Special Provisions.

The scope of services, schedule and costs of this work are presented in Environmental-Materials Consultants' Proposal MA-90-127a, a copy of which is attached to this contract.

THE OWNER AND THE ARCHITECT hereby agree to the full performance of the covenants contained herein.

APPROVALS

By _____

STATE OF ALABAMA BUILDING COMMISSION
By Phil Shanon
Director of Technical Staff

CONTRACTING PARTIES

Environmental-Materials
Consultants, Inc.

By Tommy Hayes Kelley
Architect
Member of Firm

State of Alabama, Judicial Building
By Guy Hunt
Owner Authority

Gov. Guy Hunt / Chairman
Officer-Title

BY: Sonny Hornsby
Vice Chairman, Chief Justice
Sonny Hornsby

BY: G.R. Swift, Jr.
Secretary, G.R. Swift, Jr.,
Director of Finance

MAA