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FIRST IMAGE/A. ANDREWS TEL No.615-849-8400

Feb.22.90 11:10 P.01

324-6583

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GENERAL DURABLE POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That I, LAWRENCE MACK ANDREWS a/k/a ANDY ANDREWS, of the City of Birmingham, County of Jefferson, State of Alabama, have made, constituted and appointed, and by these presents do make, constitute and appoint ROBERT D. SMITH, my true and lawful Attorney and Agent (hereinafter called "Agent"), for me in my name, place and stead, and for my behalf and benefit:

I. GENERAL GRANT OF POWER: I hereby empower my agents to exercise or perform any act, power, duty, right or obligation whatsoever that I now have or may hereafter acquire, relating to any person, matter, transaction or property, real or personal, tangible or intangible, now owned or hereafter acquired by me, including, without limitation, the following specifically enumerated powers. I grant to my Agent full power and authority to do everything necessary in exercising any of the powers herein granted as fully as I might or could do if personally present, with full power of substitution or revocation, hereby ratifying and confirming all that my Agent shall lawfully do or cause to be done by virtue of this power of attorney and the powers herein granted;

(a) Powers of Collection and Payment: To forgive, request, demand, sue for, recover, collect, receive, and hold all such sums of money, debts, dues, commercial paper, checks, drafts, accounts, deposits, legacies, bequests, devises, notes, interests, stock certificates, bonds, dividends, certificates of deposit, annuities, pension, profit sharing, retirement, social security, insurance and other contractual benefits and proceeds, all documents of title, all property, real or personal, intangible and tangible property and property rights and demands whatsoever, liquidated or unliquidated, now or hereafter owned by, or due, owing, payable or belonging to, me

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In which I have or hereafter acquire an interest; to

have, use and take all lawful means and equitable and legal remedies and proceedings in my name for the collection and recovery thereof, and to adjust, sell, compromise, and agree for the same, and to execute and deliver for me, on my behalf, and in my name, all endorsements, releases, receipts, or other sufficient discharges for the same;

(b) Power to Acquire and Sell: To acquire, purchase, exchange and grant options to sell, mortgage, pledge, lease, sell and convey real or personal property, tangible or intangible, or interests therein, on such terms and conditions as my Agents shall deem proper, with full authority to sign, endorse, execute and deliver any sale agreement, deed, bill of sale and all other instruments or documents pertaining to the sale of any of my real or personal property; and to enter into bonds, contracts, mortgages and deeds connected therewith;

(c) Management Powers: To maintain, repair, improve, invest, manage, insure, rent, lease, encumber, and in any manner deal with any real or personal property, tangible or intangible, or any interest therein, that I now own or may hereafter acquire in my name and for my benefit, upon such terms and conditions as my Agents shall deem proper;

(d) Banking Powers: To make, receive and endorse checks and drafts, deposit and withdraw funds, acquire and redeem certificates of deposit, in banks, savings and loan associations and other institutions, execute or release such deeds of trust or other security agreements as may be necessary or proper in the exercise of the rights and powers herein granted;

(e) Motor Vehicles: To apply for a Certificate of Title upon, and endorse and transfer title thereto, for any automobile, truck, pickup, van, motorcycle or other motor vehicle, and to represent in such transfer assignment that the title to said motor vehicle is free and clear of all liens and encumbrances except those specifically set forth in such

transfer assignment;

(f) Business Interests: To conduct or participate in any lawful business of whatever nature for me and in my name; to execute partnership agreements and amendments thereto; to incorporate, reorganize, merge, consolidate, recapitalize, sell, liquidate or dissolve any business; to elect or employ officers, directors and agents; to carry out the provisions of any agreement for the sale of any business interest or the stock therein; and to exercise voting rights with respect to stock, either in person or by proxy, and to exercise stock options;

(g) Tax Powers: To prepare, sign and file joint or separate income tax returns or declarations of estimated tax for any year or years; to prepare, sign and file gift tax returns with respect to gifts made by me for any year or years; to consent to any gift and to utilize any gift-splitting provision or other tax election; and to prepare, sign and file any claims for refund of any tax;

(h) Safe Deposit Boxes: To have access at any time or times to any safe deposit box rented by me, wheresoever located, and to remove all or any part of the contents thereof; and to surrender or relinquish said safe deposit box, and any institution in which any such safe deposit box may be located shall not incur any liability to me or my estate as a result of permitting my Agents to exercise this power;

(i) Flower Bonds: To purchase for and in my name United States Treasury bonds issued before March 4, 1971, redeemable at par in payment of Federal estate taxes;

(j) Power to Change Beneficiaries on Any Insurance Policies on My Life: To change the beneficiaries on any insurance policies on my life; provided, however, that neither such right and power, nor any other rights and powers, shall be exercisable with respect to any policies of life insurance on the life of my said Agents herein named, which may at any time

be owned by me;

(k) Power to Hold Property and Make

Investments: The power to hold or acquire any property or securities, regardless of whether such property or securities are a so-called "legal" investment, where such course is, in the said Agent's opinion, for my best interest;

(l) Miscellaneous: In the event I should become incapable of effectively transacting business because of illness or other incapacity, then I grant to the Agent named herein the following additional powers and authority:

(i) In the event any Agent named herein should be of the opinion at any time that he or she does not have the expertise to manage all or any part of my assets, I grant to said Agent the right and power to delegate the management powers hereinabove granted over all or any part of my assets to any bank or trust company having at such time total resources of not less the One Hundred Twenty Five Million Dollars, and to enter into any management or agency agreements with the said bank or trust company pertaining thereto, with the right on the part of the Agent named herein to revoke and cancel any such agreement at any time upon not more than ninety (90) days written notice to said bank or trust company;

(ii) I grant full and absolute authority to the Agent named herein to make annual gifts to my children, as well as to their spouses and to their children; provided, however, any time any child of mine, or the spouse or children of said child, shall be serving and acting as Agent pursuant to this power, he or she shall not have the right, power or authority to make any such gift to himself or herself in excess of Five Thousand Dollars (\$5,000.00) per year;

(iii) I further authorize and empower the Agent named herein to use and apply so much of the income and principal of the assets comprising my estate as may be

necessary or desirable, in the sole discretion of said Agent, for my maintenance and support, and for the maintenance and support of any person dependent upon me, taking into consideration other income, resources, or financial assistance available to any of them from all other sources. Any provisions herein to the contrary notwithstanding, the Agent shall have no power or authority to use or apply the principal to discharge any legal obligation that the Agent may have to support me or any person dependent upon me.

Any decisions made by the said Agent with respect to the matters set forth hereinabove in subsections (ii) and (iii) shall be final, binding and conclusive upon all of the beneficiaries of my estate, and said Agent shall be released and discharged of and from all liability for any such decisions that he or she may make in good faith with respect thereto.

2. INTERPRETATION AND GOVERNING LAW: This instrument is to be construed and interpreted as a general durable power of attorney and shall not be affected by my disability, incompetency or incapacity. The enumeration of specific powers herein is not intended to, nor does it, limit or restrict the general powers herein granted to my Agent. This instrument is executed and delivered in the State of Alabama, and the laws of the State of Alabama shall govern all questions as to the validity of this power and the construction of its provisions.

3. THIRD PARTY RELIANCE: Third parties may rely upon the representations of my Agent as to all matters relating to any power granted to my Agents, and no person who may act in reliance upon the representations of my Agent or the authority granted to my Agent shall incur any liability to me or my estate as a result of permitting my Agent to exercise any power.

4. NOMINATION OF GUARDIAN OR CURATOR: In the event court proceedings are hereafter commenced to appoint a

guardian, curator or other fiduciary to take charge of, manage and conserve my property, I hereby nominate and appoint my Agent above-named as my guardian, curator, or other fiduciary.

IN WITNESS WHEREOF, I have executed this General Durable Power of Attorney, which shall not be affected by my disability, incapacity or incompetency in three (3) counterparts, and I have directed that photographic copies of this power be made, which shall have the same force and effect as an original.

DATED at Birmingham, Alabama, on the 15 day of,

January, 1986.

Lawrence Mack Andrews  
LAWRENCE MACK ANDREWS a/k/a  
ANDY ANDREWS  
PRINCIPAL

STATE OF ALABAMA )

JEFFERSON COUNTY )

I, the undersigned, a Notary Public, in and for said County in said State, hereby certify that LAWRENCE MACK ANDREWS a/k/a ANDY ANDREWS 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 the instrument, she executed the same voluntarily on the day the same bears date.

GIVEN under my hand and official seal this the 15<sup>th</sup> day of January, 1986.

Regina McCaleb  
NOTARY PUBLIC  
My Commission Expires: 1-31-89

STATE OF ALA. SHELBY Co.  
I CERTIFY THIS  
INSTRUMENT WAS FILED

90 APR 12 PM 3:37

Thomas A. Snowden, Jr.  
JUDGE OF PROBATE

1. Deed Tax	---	\$	---
2. Mtg. Tax	---	\$	---
3. Recording Fee	---	\$	15.00
4. Indexing Fee	---	\$	3.00
5. No. for Fee	---	\$	---
6. Certified Copy	---	\$	1.00
Total	---	\$	19.00