

STATE OF ALABAMA §
 ~~SHAWBY~~
COUNTY OF JEFFERSON §

DURABLE POWER OF ATTORNEY

ARTICLE I. APPOINTMENT OF ATTORNEY

I, **LEAH SPRAYBERRY SHAW**, also known as LEAH DEE SPRAYBERRY SHAW, a resident of Jefferson County, Alabama, do hereby appoint my spouse, **ROBERT H. SHAW, III**, a sample of whose signature appears below, as my true and lawful agent and attorney (hereinafter sometimes referred to as my "Attorney"), for me and in my name, place, and stead, to perform any or all of the acts specified in this instrument with reference to any interest from time to time owned by me in property, real or personal, and wherever located (hereinafter sometimes referred to as "property"), or any other matters in which I from time to time may have a personal or financial interest. In the event that **ROBERT H. SHAW, III** should, for any reason, be unable or unwilling to act as my Attorney hereunder, then I hereby nominate, constitute and appoint my father, **BYRON SPRAYBERRY**, as my successor Attorney with all of the rights, powers, exemptions, duties and discretions herein vested in my original Attorney.

ARTICLE II. REVOCATION

I do hereby revoke any and all previous power(s) of attorney executed by me, except that I do not revoke any durable power of attorney for health care, health care proxy, or advance directive for health care which may be executed by me or which was heretofore given by me to any other person.

ARTICLE III. EFFECTIVENESS AND CHARACTERIZATION

A. Effectiveness. This power of attorney shall commence and become in full force and effect immediately upon my execution of this instrument, and shall continue without interruption thereafter until my death unless previously revoked by me.

B. Characterization. I intend this power of attorney to constitute a durable power of attorney under Section 26-1-2, Code of Alabama (1975), as amended from time to time, and this power of attorney shall not be affected by my disability, incompetency or incapacity.

✓ Americas First FCU

ARTICLE IV. RATIFICATION AND RELIANCE

For the purpose of inducing any person or organization (hereinafter sometimes referred to as a "third party") to act in accordance with the powers granted in this instrument, I hereby represent, warrant, and agree that:

A. Authority. I do hereby ratify and confirm all and whatsoever that my Attorney shall lawfully do or cause to be done by virtue of the powers and authority granted to my Attorney by this power of attorney. I do hereby further declare and affirm that any act or thing lawfully done hereunder by my Attorney may be accepted by a third party as fully authorized by me and with the same force and effect as if I were personally present, competent, and acting on my own behalf, and that all such acts or things lawfully done hereunder by my Attorney shall be binding upon me and my estate, heirs, personal representatives, successors and assigns (hereinafter sometimes referred to as "my Successors"). This power of attorney shall not be revoked or terminated by my death or by the revocation or amendment of this power of attorney as to my Attorney or any third party who, without actual knowledge of my death or the revocation or amendment of this power of attorney, acts in good faith reliance on this power of attorney, and any such lawful action so taken, shall bind me and my Successors the same as if taken by me before my death or before the revocation or amendment of this power of attorney.

B. Hold Harmless. If this power of attorney is revoked, terminated, or amended for any reason, I and my Successors will hold any third party harmless from any loss suffered or liability incurred by such party in acting in accordance with this power of attorney prior to that party's receipt of actual notice of any such revocation, termination, or amendment of this power of attorney.

C. Reliance. Any action taken by a third party in good faith reliance upon this power of attorney or upon any representation my Attorney may make as to the scope of my Attorney's authority granted hereunder shall be fully binding on me and my Successors.

D. Inquiry. Every third party to whom this power of attorney (or a copy hereof) is presented is authorized to receive, honor, and give effect to all instruments signed by my Attorney pursuant to the authority granted in this instrument without inquiring as to: (i) the circumstances of their issuance, (ii) the application or disposition of any monies, stocks, bonds, securities, realty, or other property paid to or delivered to my Attorney hereunder, and (iii) the proper discharge of my Attorney's duties hereunder.

ARTICLE V. EXERCISE OF POWERS

In the exercise by my Attorney of all rights, powers, exemptions, duties, and discretions, the following provisions shall apply:

A. Consultation. I request (but do not require) that in exercising any of the rights, powers, exemptions, duties, or discretions granted to my Attorney hereunder, my Attorney should first try to discuss with me the specifics of any proposed action if I am able to communicate in any manner, however rudimentary.

B. Exercise. The rights, powers, exemptions, duties, and discretions granted herein shall not be affected, impaired or exhausted by any non-exercise thereof or by any one or more exercises thereof. If my Attorney shall exercise or fail to exercise the powers and authorities granted herein, in each case as my Attorney, in my Attorney's own absolute discretion, deems desirable or appropriate under existing circumstances, I hereby ratify as good and effectual, at law or in equity, all that my Attorney, and any agents and attorneys appointed by my Attorney, may do by virtue hereof.

C. No Obligation. Notwithstanding the other provisions of this instrument, nothing herein shall be construed as imposing a duty on my Attorney to act or assume responsibility for any matters in which I may have a personal or financial interest, whether or not referred to herein, even though my Attorney may have the authority or power hereunder to do so.

D. Liability. I hereby ratify and confirm all that my Attorney does or causes to be done, and I hereby exonerate my Attorney from liability for all acts taken by my Attorney in good faith, absent intentional misconduct.

E. Expenses. My Attorney shall be entitled to reimbursement for the expenses reasonably incurred by my Attorney in the performance of all duties hereunder.

F. Limitations. Notwithstanding any other provision of this instrument to the contrary, my Attorney shall not possess or exercise any incident of ownership (as defined in Section 2042 of the Code and the Treasury Regulations promulgated thereunder) possessed by me in or over any policy or policies of life insurance on the life of my Attorney, and my Attorney shall not possess or exercise any right, power, or discretion over any such policy or policies if the value of such policy or policies (or the proceeds therefrom) would be includable for federal estate tax purposes in my Attorney's gross estate as a result of the possession or exercise of any such right, power, or

discretion. In the event that my Attorney shall be prohibited from possessing or exercising any such incident of ownership or other right, power, or discretion over such policy or policies, then the next successor Attorney named in this instrument shall be appointed as a Special Attorney whose power, authority, and discretion is limited to exercising or not exercising, in the Special Attorney's discretion, the incident of ownership or other right, power, or discretion over such policy or policies which my Attorney is prohibited from possessing or exercising. Upon the exercise or non-exercise by the Special Attorney of such incident of ownership or other right, power, or discretion over such policy or policies, my Special Attorney's power and authority shall terminate.

ARTICLE VI. TERMINATION OF POWERS

The power of attorney granted herein to a person appointed as my Attorney shall terminate and be deemed revoked as to such person, without further action on my part, immediately upon the occurrence of any one of the events listed below, and upon such termination and revocation, the person(s) named in this instrument as my next successor Attorney shall act as my Attorney hereunder. The occurrences referred to hereinabove are as follows:

- A. Death. The death of my Attorney;
- B. Incapacity. The incapacity of my Attorney; and, for purposes of this instrument, my Attorney's incapacity shall be deemed to exist immediately upon the first to occur: (i) when such Attorney's incapacity or disability has been declared by a court of competent jurisdiction, (ii) when a conservator for such Attorney has been appointed, or (iii) upon presentation of a certificate executed by a physician licensed to practice in the state such Attorney's residence which states the physician's opinion that such Attorney is incapable of caring for himself or herself and/or is physically or mentally incapable of managing his or her financial affairs; or
- C. Dissolution of Marriage. The filing of an action to dissolve the marriage of my Attorney and me, if the person named as my Attorney shall be my spouse.

ARTICLE VII. NOMINATION OF FIDUCIARY

In the event that any court or other authority shall undertake to appoint a fiduciary for me or my property, then pursuant to Section 26-1-2, Code of Alabama (1975), as amended from time to time, I hereby nominate the person or persons, in the order in which such person or persons are

appointed and entitled to act as my Attorney hereunder, as my guardian, custodian, trustee, conservator, receiver, or any other fiduciary for me or my property. Notwithstanding the foregoing, if I have otherwise validly appointed a health care proxy pursuant to Section 22-8A-4, Code of Alabama (1975), as amended from time to time, I nominate that health care proxy as my guardian.

ARTICLE VIII. POWERS

Upon the effective date of this power of attorney, my Attorney shall have the full, complete, and unlimited right, power, authority, and discretion to do, execute, and perform any act, deed, matter, or thing, of every nature and kind whatsoever, that my Attorney, in my Attorney's discretion, determines should be done, executed, or performed, as fully and effectively as I could do if personally present and under no disability or incapacity. Without in any way limiting the generality of the foregoing, I hereby grant the following specific powers to my Attorney:

1. To deposit in or withdraw from any bank, trust company, savings association, safe deposit company, broker or other depository or agent any monies or other property, and to examine or receive related records, including statements of account and canceled checks.

2. To rent safe deposit boxes in my name as depositaries for my property, and to open and enter on my behalf any safe deposit box rented or held by me alone or jointly with others; to at any time to deposit in such box and to remove from such box any part or all of the contents thereof, including, without limitation, any security or tangible personal property, as often and as freely as I could do if personally present; and to cancel or modify the lease under which such box is rented and to surrender or exchange the same.

3. To retain, invest in, acquire by purchase, subscription, lease or otherwise, manage, sell at public or private sale, wholly or partly for cash or on credit, contract to purchase or sell, grant or exercise options to purchase, options to sell or conversion rights, assign, transfer, convey, deliver, endorse, exchange, pledge, mortgage, abandon, improve, repair, maintain, insure, lease for any term, and otherwise deal with all property, whether personal, real or otherwise, and to release and waive any right of homestead therein, if any.

4. To enter upon and demand possession of, and to maintain, manage, improve, subdivide, re-subdivide, raze, alter, dedicate, vacate, partition, release, lease or renew, amend or extend leases for any term, contract to make leases, grant options to lease or to purchase the whole or any part of the reversion, contract regarding the manner of fixing present or future rentals, grant easements or charges of any kind on or with respect to, and cultivate, irrigate and operate, all interests in real estate now or hereafter owned by me, including beneficial interests in any trust and leasehold interests, and related improvements, equipment and supplies, alone or with others, by limited liability companies, partnerships (whether general, limited, limited liability, limited liability limited, or special), trust agreements, joint ventures, corporations, associations, sharecrop agreements, leases, management or agency agreements, participations in government programs or otherwise.

5. To borrow money at interest rates then prevailing from any individual, bank or other source, and to mortgage or pledge any property to any lender, including my Attorney individually.

6. To determine my place of residence from time to time, to pay my ordinary household expenses, to arrange for and pay the costs of medical, dental, nursing, hospital, convalescent and other health care and treatment, including, without limitation, admission to hospitals, nursing homes, rest homes or other care facilities or institutions; to consent to treatment, and to make application for insurance, pension or employee benefits related to such health care and treatment, including, without limitation, benefits under Social Security, Medicare and Medicaid; to obtain on my behalf copies of medical reports, summaries or other related information concerning me made or taken before or after the date of this instrument, and to execute any written consents on my behalf for the disclosure of such reports, summaries, or related information as may be required under any applicable federal statute, statutes of any state of the United States, or ordinances, rules or requirements of any local governmental municipality, authority or agency.

7. To demand, sue for, receive and otherwise take steps to collect or recover all debts, rents, proceeds, interest, dividends, annuities, securities for money, goods, chattels, bequests, income from property, damages and all other property to which I may be entitled or which are or may become due me from any person or organization; to commence, prosecute or enforce, or to defend, answer or oppose, contest and abandon any or all legal or other proceedings in which I am or may hereafter be interested; and to settle, compromise or submit to arbitration any accounts, debts, claims, disputes and matters now existing or which may hereafter arise between me and any other person or organization and to grant an extension of time for the payment or satisfaction thereof on any terms, with or without security.

8. To continue to carry, purchase, cancel or dispose of fire, casualty, property or income protection, medical, hospital, life, liability or any other type insurance, and to pay any premiums thereon; to make, execute, and file proofs of loss sustainable or claimable thereunder, and all other similar instruments in and about the same, and to make, execute, and deliver receipts, releases, or other discharges therefor.

9. To sell and dispose of, as my Attorney shall deem best, by private sale or otherwise, any shares of stock I now hold or may hereafter hold in any corporation, and any bonds or securities of the United States, any state, or any municipal corporations or private company, and to receive the consideration from the sale thereof, and for me and in my name to execute such transfers or assignments as shall be necessary to assign my said shares, bonds or securities to the purchaser or purchasers, and to pay any and all reasonable charges in connection with the handling of my securities.

10. To exercise in person or by general or limited proxy all voting and other rights, powers and privileges and to take all steps to realize all benefits with respect to stocks or other securities including the power to enter into or oppose, alone or with others, voting trusts, mergers, consolidations, foreclosures, liquidations, reorganizations or other changes in the financial structure of any corporation.

11. To retain, continue, operate, manage, organize, reorganize, amend, acquire, invest in, terminate and dispose of, alone or with others, proprietorships, corporations, partnerships (whether general, limited, limited liability, limited liability limited, or special), limited liability companies, joint ventures, land trusts and other business or property holding organizations under the laws of any jurisdiction; to lease, sell, purchase or otherwise transfer any property to or from, make further investments in or advance or loan funds to, with or without security, and incur obligations on account of or for the benefit of, any such organization; and to employ any persons for such purposes and delegate to them such powers and discretions as my Attorney considers advisable.

12. To undertake performance of any and all acts, whether or not otherwise specifically enumerated herein, including the sale of any property or the borrowing of any funds, which my Attorney considers necessary or appropriate in order to purchase United States Treasury Bonds redeemable at par in payment of federal estate taxes; provided, however, that nothing herein shall be construed as requiring my Attorney to acquire any such bonds.

13. To appear and represent me in regard to and to take all actions convenient or appropriate in connection with taxes imposed by any municipal, county, state, United States or

foreign authority or government relating to any tax liability or refund, abatement or credit (including interest or penalties) due or alleged to be due from or to me or any other person or organization, or association or trust, for which I am responsible for the preparation, signing, executing, verifying, acknowledging or paying of any tax due or filing of a return or report (whether an initial filing or an amended return), including, without limitation, federal or state income or gift tax for all open years; and for such purposes to inspect or receive copies of any tax returns filed by or for me, reports, or other papers or documents, compromises, or adjustments or any and all claims, and to execute Internal Revenue Service Forms 8821, 2848 and 2848-D, and any other forms required by the Internal Revenue Service or any other governmental agency from time to time in regard to the granting of powers of attorney, and to name my Attorney or any other person as my attorney hereunder.

14. To prepare, draw, make, sign, execute, seal, acknowledge, verify, discount, accept, endorse (with or without recourse to me), waive demand, notice and notice of protest, file and deliver on my behalf, any and all checks, options, orders, notes, drafts, overdrafts, certificates of deposit, bills of exchange, deeds, directions to land trustees, mortgages, leases, powers of sale, bonds (of indemnity or otherwise) and contracts, transfers, assignments, proxies, agreements, receipts, releases, release deeds, composition agreements, discharges, income or personal or intangible property or gift or other tax returns, estimates, declarations, certificates, schedules, statements, claims of abatement, refund or credit, protests, requests, (including requests for rulings from proper authorities), applications, waivers (including waiver of restrictions on the assessment or collection of any deficiency or additional tax), acceptances (including acceptance of any determination or proposed determination or additional tax or overassessment or overpayment of tax, including interest and penalties), consents or waivers or agreements for a later determination and assessment and collection of taxes than is provided by applicable statutes of limitations, closing agreements (whether in respect of a tax liability or a specific matter or otherwise), petitions, pleadings, motions, stipulations, consents and any other papers, documents or writings or things, with or without guarantees, surety obligations, covenants, warranties, indemnifications, representations, powers of substitution, affirmations or otherwise.

15. To appoint and employ, with or without compensation, any accountants, attorneys at law, investment counsel, agents, servants, employees, or other persons, including, without limitation, their agents and associates, and to dismiss or discharge the same and to appoint or employ any others in their stead as my true and lawful attorneys, to appear and represent me and to act for me as to all matters covered by this power of attorney, or for any other purpose, including, but not limited to, appearances before the Treasury Department of the United States, the Tax Court of the United States, the United States Court of Claims, or any other court of the United States or the District of Columbia, or any state, municipal or foreign court, and any department or official of the United States government or any state, municipal or foreign government; with full power and authority to such agents and attorneys to do any and all acts convenient or appropriate in connection with such matters, including, without limitation, the specific acts described above, and to substitute attorneys and agents subsequent to the date of such appointment and prior to any revocation thereof, and to delegate and revoke the authority so granted to them.

16. To pay, as my Attorney shall think fit, any debts or interest payable by me, or taxes, assessments and expenses due and payable or to become due and payable for my use and benefit or for the use and benefit of any person whom I have a legal obligation to support.

17. To: (i) conduct environmental assessments, audits, and site monitoring to determine compliance with any environmental law or regulation thereunder; (ii) take all appropriate remedial action to contain, clean up or remove any environmental hazard including a spill, release, discharge or contamination, either on his or her own accord or in response to an actual or threatened violation of any environmental law or regulation thereunder; (iii) institute legal proceedings brought by any local, state or federal agency concerned with environmental compliance, or by a private litigant; (iv) comply with any local, state or federal agency order or court order directing an assessment, abatement or cleanup of any environmental hazards; and (v) employ agents, consultants and legal counsel to assist or perform the above undertakings or actions.

18. To pay all my pledges to and make such gifts as I have regularly made to charitable organizations described in Section 170(c) of the Code.

19. To make gifts of my property from time to time to my spouse and to descendants of my parents and their spouses (including my Attorney, for his or her own personal use and benefit); provided, however, that: (i) gifts by my Attorney to himself or herself as donee shall be limited in any calendar year to the greater of \$5,000 or five percent of my total assets or such other maximum amount which does not then constitute a taxable lapse under Sections 2041(b) and 2514(e) of the Code, and (ii) my Attorney shall not make any gifts to any donee which would discharge my Attorney's legal obligation to support or educate such donee. For purposes of this paragraph, legal adoption before the person reached the age of twenty-one (21) years, but not thereafter, shall be considered as equivalent to blood relationship.

20. To effect purchases and sales (including short sales), to subscribe for and to trade in stocks, bonds, mutual funds, options, precious metals, foreign currencies, commodities, or other securities, and contracts related to same (including commodity futures), or limited partnership interests, investments and trust units, whether or not in negotiable form, issued or unissued, whether listed on domestic or foreign exchanges or otherwise, on margin or otherwise, for my account(s) with any brokerage company; to deliver to any brokerage company securities for my accounts, and to instruct any brokerage company to deliver securities from my accounts to my Attorney or others, and in such name and form as my Attorney may direct; to instruct any brokerage company to make payment of monies from my accounts with any brokerage company, and to receive and direct payments therefrom payable to my Attorney or others; to sell, assign, endorse and transfer any stocks, bonds, options, or other securities of any nature, or any certificate which evidences the same, at any time standing in my name; to receive statements of transactions made for my accounts, and to approve and confirm the same; to receive any and all notices, calls for margin, or other demands with reference to my accounts; and to make any agreements with any brokerage company with reference thereto for me and in my behalf; and to execute any documents necessary to effectuate the foregoing.

21. To disclaim interests in property pursuant to the Alabama Uniform Disclaimer of Property Interests Act, as from time to time amended, and Section 2518 of the Code.

22. To receive my mail.

23. In buying and selling assets, in lending and borrowing money, and in all other transactions, irrespective of the occupancy by my Attorney of all positions, to deal with my Attorney in my Attorney's individual or any fiduciary capacity; provided, however, that such transactions are based upon substantially similar terms and conditions as would be agreed to by disinterested parties in an arms-length transaction.

24. To operate farms and woodlands with hired labor, tenants, or sharecroppers; to acquire realty, crop allotments, livestock, poultry, machinery, equipment, materials, and any other items or production in connection therewith, to clear, drain, ditch, make roads, fence, and plant part or all of such realty; to employ or enter into any practices or programs to conserve, improve, or regulate the efficiency, fertility, and production thereof; to improve, sell, auction, or exchange crops, timber, or other products thereof; to lease or enter into other management, cutting, production, or sales contracts for a term beyond the possible termination of the power created hereunder or for a lesser period; to employ the methods of carrying on agriculture, animal husbandry, and silviculture which are in use in the vicinity of any of such realty or which my Attorney deems otherwise appropriate; to make loans or advances, at interest, for production, marketing, or any other purpose hereunder, in such manner and upon such terms and conditions as my Attorney may approve; and in general to take any action which my Attorney deems necessary or desirable in such operations of farms and woodlands.

25. To drill, explore, test, mine, or otherwise exploit oil, gas, or other mineral or natural resources; to engage in absorption, repressuring, and other production, processing, or secondary recovery operations, to install, operate, and maintain storage plants and pipelines or other transportation facilities; to engage in any of the above activities directly under such business form

as my Attorney may select or to contract with others for the performance of them; and to enter into and execute oil, gas, and mineral leases, contracts for royalties, oil payments, and other similar instruments, division and transfer orders, grants, farm-outs, pooling or unitization agreements, and such other instruments or agreements in connection therewith as my Attorney may deem necessary or desirable.

26. To make, execute, and deliver any deed, mortgage, or lease, whether with or without covenants and warranties, in respect of any such realty for such terms and upon such conditions and in such manner as my Attorney may deem appropriate.

27. To manage any such realty; and to manage, repair, rebuild, or reconstruct any buildings, houses, or other structures, or any part thereof, that may now or hereafter be erected upon any such realty; to subdivide, dedicate, grant easements, or impose restrictive covenants and declarations of condominium ownership; to develop or improve, raze, and demolish structures; and to otherwise deal with any such realty; to ask, collect, and receive any rents, profits, issues, or income of any such realty; and to pay any taxes, charges, and assessments that may be levied, assessed, or imposed upon any such realty.

28. To continue the election by any corporation, the securities of which I may now or hereafter own, to be taxed pursuant to Subchapter S of the Code and any corresponding state law, and to consent to the making of any such election.

29. To act as my attorney or proxy in respect to any stocks, shares, bonds, other securities, or other investments, rights, or interests I may now or hereafter hold, and this authority shall endure without regard to the eleven month limitation on proxies found in the Code of Alabama, as in effect from time to time.

30. To examine and obtain copies of my last will and testament, any codicil or codicils thereto, any inter vivos trusts and amendments thereto, any advance directive for health care, and any and all related or similar papers and documents.

31. To waive any doctor-patient (and similar relationships), clergyman-penitent, lawyer-client or accountant-client privilege I may possess or that may exist in my favor, so that my Attorney may obtain access to medical and legal records and files and related information which otherwise might be privileged and could not be turned over to my Attorney, and to request, review, and receive any information, verbal or written, regarding my personal affairs or my physical or mental health, including, without limitation, medical and hospital records, and to execute any releases or other documents that may be required in order to obtain this information. All third parties from whom my Attorney may request information regarding my health or personal affairs are hereby authorized and directed to provide such information to my Attorney without limitation and are released from any legal liability whatsoever to me and to my Successors for complying with my Attorney's requests. With specific reference to medical information, including information about my mental condition, I hereby authorize in advance all health care providers to release to my Attorney all information and photocopies of any records which my Attorney may request. If I have the capacity to confirm this authorization at the time of the request, third parties may (but shall not be required to) seek such confirmation from me if they so desire. If I do not have the capacity to make such a confirmation, or if the third parties do not choose to seek confirmation from me, all health care providers are hereby authorized to treat my Attorney's request as that of a legal representative of an incompetent patient and to honor such requests on that basis.

32. To renew the registration and, if necessary, obtain one or more new license plates or stickers to be affixed on license plates for any motor vehicles to which I have title; to sell any such motor vehicles and to transfer the registration and convey title to the purchaser or purchasers thereof.

33. To constitute and appoint, in my Attorney's place and stead, and as my Attorney's substitute, one or more agents, with full power of revocation.

34. To take any actions, and to execute any and all documents related thereto,

which are expressly authorized and permitted to be taken by my Attorney under the terms of any trust created by me.

35. To transfer, assign, and convey any or all of my assets, and any or all of my interests in any property, to a trustee to hold same in trust upon such terms and conditions as my Attorney may deem appropriate provided such trust (a) is solely for my benefit, (b) may be amended or revoked by me or my Attorney, and (c) provides that at my death all assets then held in such trust shall be delivered to the personal representative of my estate.

36. Finally, without prejudice to and in enlargement of the authority granted hereinabove, to execute each and every instrument, undertake each and every obligation, and to take from time to time any and all action of whatsoever nature and with relation to any matters whatsoever, whether or not specifically mentioned herein, and to exercise in respect thereto as full and complete power and discretion as I myself might or could do.

ARTICLE IX. MISCELLANEOUS

A. Governing Law. This power of attorney shall be governed by the laws of the State of Alabama.

B. Captions. The descriptive captions above the various Articles and at the beginning of certain paragraphs have been included for reference purposes only. Accordingly, such captions are not to be used in construing the substantive effect of the language of such Articles or paragraphs.

C. Code. "Code" means the Internal Revenue Code of 1986, as may be from time to time amended or recodified. Reference to specific sections of the Code shall include references to their successor sections as a result of renumbering or recodification at any future date.

D. Severability. If any provision of this power of attorney is held to be inoperative, invalid, illegal, or is not recognized by any person or organization dealing with my Attorney, it is my intention that the remaining provisions hereof, including, without limitation, the remaining powers and authorities granted to my Attorney, shall continue to be fully operative and effective so far as is reasonable.

E. Attorney References. Except as otherwise provided herein, "Attorney" refers to the person or persons who are then serving in the capacity as my attorney-in-fact under this power of attorney, whether such are the original, substitute, alternate, or successor, and regardless of any pronoun used in reference thereto.

F. Number and Gender. Where necessary or appropriate to the meaning hereof, the singular and plural shall be interchangeable and words of any gender shall include all genders.

G. Reproductions. Reproductions of this executed original power of attorney, including

reproduced signatures and the certificate of acknowledgment, shall be deemed to be original counterparts of this power of attorney.

Representative signature of my Attorney:

Robert H. Shaw III
ROBERT H. SHAW, III

IN WITNESS WHEREOF, I hereby certify to the genuineness of the signature of my Attorney and have signed this power of attorney on the 29th day of March, 2002.

Leah Sprayberry Shaw
LEAH SPRAYBERRY SHAW
Social Security No. 418-27-4577

WITNESSES:

Francis Hamner

Renee M Smith

STATE OF ALABAMA §
Tuscaloosa
COUNTY OF ~~JEFFERSON~~ §

I, the undersigned authority, a Notary Public in and for the State of Alabama at Large, hereby certify that LEAH SPRAYBERRY SHAW, whose name is subscribed to the foregoing instrument, and who is known to me, acknowledged before me on this day that she signed that instrument as her free and voluntary act on the day the same bears date, for the uses and purposes therein set forth.

Given under my hand and official seal, this 29th day of March, 2002.

(SEAL)

John V. Cannon
Notary Public
My Commission Expires: 8/27/2005

This instrument was prepared by:
J. Sydney Cook, III
ROSEN, COOK, SLEDGE, DAVIS,
CADE & SHATTUCK, P.A.
2117 Jack Warner Parkway
Post Office Box 2727
Tuscaloosa, Alabama 35403-2727

I:\TAMARA\WILLS\Cook\Shaw\Dpoa02.LSS.wpd