

**GENERAL DURABLE POWER OF ATTORNEY**  
**(EFFECTIVE UPON THE EXECUTION OF THIS INSTRUMENT)**

**KNOW ALL MEN BY THESE PRESENTS**, that I, **SARAH H. ATCHISON**, constitute and appoint my husband, **LEWIS E. ATCHISON, SR.**, as my true and lawful Attorney (herein called "Agent") for me and in my name, place and stead to do and perform the following acts:

1. **Write Checks.** To make, sign and deliver checks and drafts upon any financial institution where I have an account.

2. **Make Deposits and Withdrawals.** To deposit or withdraw funds; to endorse all checks, including social security checks; to acquire and redeem certificates of deposit in my name in any bank, savings and loan association or any other financial institution; to acknowledge receipt of said funds; and to make application for withdrawal of said funds.

3. **Access Safe Deposit Boxes and Other Safekeeping Facilities.** To have access at any time to any safe deposit box, drawer, vault, warehouse, or other safekeeping facility rented by me, wherever located; to remove all or any part of the contents thereof; and to surrender or relinquish such safekeeping facility. Any institution in which any such safekeeping facility may be located shall not incur any liability to me or my estate as a result of permitting my Agent to exercise this power, even if this requires authorizing a depository to enter a box or vault forcibly by having said box drilled or otherwise entered into.

4. **Employ Other Professionals.** To appoint and employ, with or without compensation, any accountants, attorneys at law, investment advisors and counsel, agents, servants or other persons, including their agents and associates; to dismiss or discharge the same; to appoint or employ any others in their stead as my true and lawful attorneys; and to appear and represent me as to all matters covered by this Power of Attorney, or for any other purpose, including, but not limited to, appearances before the U. S. Treasury Department, the United States Tax Court, the United States Court of Claims, any other court of the United States or the District of Columbia, any state, municipal or foreign court, and any department or official of the United States government or any state, municipal or foreign government. My Agent shall have full power and authority to engage such agents and attorneys to do any and all acts convenient or appropriate in connection with such matters, including 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.

5. **Make Investments.** To invest and reinvest in my name in such loans, bonds, stocks, interests in partnerships, limited liability companies or trusts, mortgages, securities, shares of regulated investment companies or trusts, or other property, real or personal; to purchase or exercise options, rights, or warrants for such purposes; and to purchase securities or other property without being limited as to type of investment by any constitution, state or rule of law, and without regard to whether such investment is a so-called "legal" investment.

6. **Hold or Sell Investments.** To hold, sell, exchange, or otherwise dispose of any or all shares of stock, bonds, interests in partnerships, limited liability companies or trusts or

other securities, including United States securities, now or hereafter belonging to me without being limited as to type of investment by any constitution, statute or rule of law, and without regard to whether the investment is a so-called "legal" investment; and to make, execute and deliver assignments of any such shares of stock, bonds, interests or other securities.

7. **Pay Debts.** To pay any and all indebtedness of mine, including bills, accounts, claims and demands now or hereafter payable by me, in such manner and at such times as my Agent may deem appropriate.

8. **Collect Debts.** To forgive, compromise, demand, sue for, collect, sell, recover, receive, hold or in any other manner deal with all goods, claims, legacies, bequests, devises, debts, checks, drafts, deposits, dividends, pension benefits, profit sharing benefits and any other benefits, insurance, property (whether real, personal, tangible or intangible), property rights, monies, interests and demands whatsoever, liquidated or unliquidated, now or hereafter owned by me, now due or that may hereafter be due or belong to me, or in which I now have or hereafter acquire an interest; and to make, execute and deliver receipts, releases or other discharges thereof, under seal or otherwise.

9. **Secure Public Benefits.** To take any necessary action to secure benefits due me from federal civilian service, Social Security and Medicare, as well as all other federal, state or local governmental agencies.

10. **Lend or Borrow.** To lend or borrow money (including the power to borrow against the cash surrender value of any life insurance policy now or hereafter owned by me) on such terms as my Agent deems appropriate; and to make, execute and deliver any note, bond, security agreement or any other instrument or contract on my account for any amount and with such security, whether real or personal property, as my Agent may deem expedient.

11. **Buy and Sell Property.** To acquire, purchase, exchange, hold, sell, convey, encumber, mortgage, lease or otherwise obtain or dispose of any or all real or personal property, tangible or intangible, or interests therein on such terms and conditions as my Agent shall deem proper. My Agent shall have full authority to make, execute and deliver any agreement, bond, deed, bill of sale, mortgage, contract or other document or instrument in connection with the exercise of said powers; and to ask, collect and receive any rents, profits, issues or income of any and all of such property, or of any part thereof.

12. **Manage Property.** To enter upon, take possession of, 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 Agent shall deem proper.

13. **Conduct and Manage Businesses.** To conduct, manage or participate in any lawful business of whatever nature for me and in my name; to execute partnership agreements and amendments thereto; to execute limited liability company operating 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; to exercise



voting rights with respect to stock, either in person or by proxy, and to exercise stock options; and to waive notice of meetings and give consent for or with respect thereto.

14. **Create and Contribute to Employee Benefit Plans.** To create and contribute to employee benefit plans (including plans for a self-employed individual) for my benefit; to select any payment option under any IRA or employee benefit plan in which I am a participant (including plans for self-employed individuals) or to change options I have selected; to make voluntary contributions to such plans; to make "roll-overs" of plan benefits into other retirement plans; to apply for and receive payments and benefits; to waive rights given to non-employee spouses under state or federal law; to borrow money and purchase assets therefrom given to non-employee spouses under state or federal law; to make and change beneficiary designations, including revocable or irrevocable designations; and to consent or waive consent in connection with the designation of beneficiaries and the selection of joint and survivor annuities under any employee benefit plan.

15. **Execute Contracts.** To execute any and all contracts of every kind or nature.

16. **Defend Claims.** To defend, settle, adjust and compromise all actions, suits, accounts, claims and demands whatsoever that now are or hereafter shall be pending between me and any firm, corporation or person, in such manner and in all respects as my Agent shall think satisfactory.

17. **Transfer Vehicles.** To apply for a Certificate of Title for any automobile, truck, pickup, van, motorcycle or other motor vehicle; to endorse and transfer title to such motor vehicles; 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.

18. **Waive Privileges and Receive Information.** To waive any doctor-patient and lawyer-client privilege that I may possess, so that my Agent may obtain access to medical and legal records and files and related information that otherwise might be privileged and could not be turned over to my Agent to request, receive and review any information, verbal or written, regarding my financial affairs or my physical or mental health, including medical and hospital records; to have the right to examine and obtain copies of my last will and testament and any codicil thereto, any inter vivos trust and amendments thereto executed by me and any related papers and documents; to execute any release or other document that may be required in order to obtain such information; and to disclose such information to such persons, organizations, forms or corporations as my Agent shall deem appropriate.

19. **Make Medical Decisions.** To give or withhold consent to any medical procedure, test, treatment or other medical attention or services for me; to make decisions with respect to same, including choice of a physician, choice of a hospital, nursing home, retirement home or other such facility; to revoke, withdraw, modify or change consents to such procedures, treatments or other services; and to provide such other care, comfort, maintenance and support as my Agent may deem necessary. If I am unconscious or for any other reason unable to make decisions concerning appropriate medical treatment, then my Agent shall have the power to make such decisions, in consultation with the doctors in attendance on me and any other of my



closest relatives who may be present or immediately available, provided that nothing herein shall negate the provisions of my living will, if any, and my Agent is prohibited from ordering or consenting to any medical treatment or medical care that is contrary to my living will, if any.

20. **Employ Medical Personnel.** To employ, compensate and discharge medical personnel including such physicians, psychiatrists, dentists, nurses, and therapists as my Agent shall deem necessary for my physical, mental and emotional well being.

21. **Provide for Support.** To use and apply so much of the income and principal of the assets comprising my estate as may be necessary, in the sole discretion of my Agent, for my health, support or maintenance, and for the health, support or maintenance of any person dependent upon me, taking into consideration other income, resources or financial assistance that is available to any of them from all other sources. Notwithstanding any contrary provision herein, my Agent shall have no power or authority to use or apply the income or principal of the assets comprising my estate principal to discharge any legal obligation that my Agent or any other person may have to support me or any dependent or beneficiary of mine, except to the extent that there are not assets reasonably available to the person having the obligation of support to pay the same.

22. **Provide for Care at Home.** In the event of my incapacity or that of my spouse, whether such incapacity occurs as a result of illness, accident, advanced age or for any other reasons, if it is at all possible for me, my spouse or both of us to be cared for at home, my Agent shall have the power to arrange for such home care and pay all said costs, including the expenses of round-the-clock private duty nurses or the equivalent, the rental or purchase of hospital type furniture, medical equipment and supplies (including special beds, wheel chairs, tables, bathroom fixtures and stair glides) as well as the temporary or permanent installation of any equipment of this nature in any home owned or rented by me, my spouse or both of us.

23. **Make Gifts to Spouse and Descendants.** To make such gifts from time to time to my spouse, my lineal descendants and the spouses of my lineal descendants, as in the sole discretion of my Agent, are desirable (i) to implement plans intended to reduce present or future taxes; (ii) to be in my best interest; (iii) to be in the best interest of my estate; or (iv) to be in keeping with my prior pattern of giving. Any such gift shall not exceed, in any calendar year, the limits of the annual exclusion as provided by Section 2503(b) of the Internal Revenue Code of 1986, as amended (the "Internal Revenue Code"), and taking into account the availability of Section 2513 of the Internal Revenue Code.

24. **Make Charitable Gifts.** To make gifts from time to time to charitable organizations described in Section 170(c) and Section 2522(a) of the Internal Revenue Code, and to pay any amounts hereafter pledged by me to such organizations, in keeping with my pattern of giving both as to amounts to such organizations and as to purpose and mission of such organizations.

25. **Exercise Powers and Disclaimers.** To exercise or release powers of appointment in whole or in part and to disclaim or renounce in whole or in part any interest that I might otherwise have as a joint owner, beneficiary, heir or otherwise. In exercising such discretion, my Agent may take into account such matters as shall include but shall not be limited



to any reduction in estate or inheritance taxes on my estate, and the effect of such renunciation or disclaimer upon persons interested in my estate and persons who would receive the renounced or disclaimed property.

26. **Deal with Trusts.** To transfer, assign and convey any property or interest in property, the legal or equitable title to which is in my name, to any trust of which I am the primary beneficiary during my lifetime and under the terms of which I expressly have the power to amend or revoke such trust; and to exercise for my benefit any right of withdrawal of income or principal that I may have pursuant to the terms and conditions of such trust, whether such trust was created before or after the execution of this Power of Attorney.

27. **Prepare Tax Returns and Elections.** To prepare, execute and file joint or separate federal, state and local income tax returns or declarations of estimated tax for any taxable year and to pay any tax due thereon; to make, execute and file gift tax returns with respect to gifts made by or for me for any taxable year; to consent to any gift and to use any gift splitting provision or other similar tax election; and to make, execute and file any claims for refund of any tax.

28. **Represent and Negotiate with Tax Authorities.** To represent me or to sign an Internal Revenue Service Form 2848 or 2848D (power of attorney), or comparable authorization, appointing a qualified lawyer, certified public accountant or enrolled agent to represent me before any office of the Internal Revenue Service, any state or local taxing authority, with respect to all types of taxes and years; to receive confidential information and to perform on my behalf the following acts with respect to any federal, state and local taxes: (i) to receive and deposit, in any one of my bank accounts, or those of any revocable trust of mine, checks in payment of any refund of federal, state or local tax, interest and penalty; (ii) to pay by check drawn on a bank account of mine or of any revocable trust of mine any such tax, interest and penalty; (iii) to execute waivers (including offers of waivers) of restrictions on assessment or collection of deficiencies in tax and waivers of notice of disallowance of a claim for credit or refund; (iv) to execute consents extending the statutory period for assessment or collection of any such taxes; (v) to execute offers in compromise; (vi) to execute closing agreements under Section 7121 or comparable provisions of the Internal Revenue Code or any state or local statutes or regulations; (vii) to delegate authority or to substitute another representative for any one previously appointed by me or my Agent; and (viii) and to receive copies of all notices and other written communications involving my federal, state or local taxes at the home or office address of my Agent.

29. **Environmental Authority.** 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 its own accord or in response to an actual or threatened violation of any environmental law or regulation thereunder; (iii) institute legal proceedings concerning environmental hazards or contests or settle 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.

**GENERALLY ACT IN MY NAME, PLACE AND STEAD.** Without in any way limiting the foregoing, generally to do, execute and perform any other act, deed, duty, right, obligation, matter or thing whatsoever, relating to any person, matter, transaction or property, real or personal, tangible or intangible, that I now have or hereafter acquire, that ought to be done, executed or performed, or that in the opinion of my said Agent ought to be done, executed or performed in and about these premises, of every nature and kind whatsoever, as fully and completely as I could do if personally present.

**LIMITATION OF POWER.** Except for any power to my Agent to make gifts by virtue of this Power of Attorney, the following shall apply:

(a) Any power or authority granted to my Agent herein shall be limited so as to prevent this Power of Attorney from causing my Agent to be taxed on my income or from causing my assets to be subject to a "general power of appointment" by my Agent as defined in Section 2041 and Section 2514 of the Internal Revenue Code.

(b) My Agent shall not satisfy any legal obligation of my Agent out of any property subject to this Power of Attorney, nor may my Agent exercise this power in favor of my Agent, my Agent's estate, my Agent's creditors or the creditors of my Agent's estate.

(c) My Agent shall have no power or authority whatever with respect to (i) any policy of insurance owned by me on the life of my Agent, or (ii) any trust created by my Agent of which I am a trustee.

**NOMINATION OF GUARDIAN AND CONSERVATOR.** If proceedings are hereafter commenced by any person to appoint a guardian, conservator, or other fiduciary charged with the management of any part or all of my property, then I hereby nominate and appoint my Agent, **LEWIS E. ATCHISON, SR.**, to serve as such guardian, conservator or other fiduciary. I do hereby exempt my Agent from giving bond while serving as such conservator or other fiduciary, pursuant to ALA. CODE §26-2A-139 (1975) as amended, or pursuant to similar statutes or common law.

**APPOINTMENT OF SUCCESSOR AGENT, GUARDIAN AND CONSERVATOR.** If my herein named Agent predeceases me or for any other reason fails to serve as my Agent, I hereby designate and appoint my son, **LEWIS E. ATCHISON, JR.**, to be my Agent (and Guardian and Conservator, if applicable) in the place of said **LEWIS E. ATCHISON, SR.** and confer upon him all the power and authority granted by these presents.

**INDEMNITY OF AGENT.** I hereby bind myself and my estate to defend, hold harmless and indemnify my Agent from and against any and all claims, demands, losses, damages, actions and causes of action, including expenses, costs and reasonable attorneys' fees that my Agent at any time may sustain or incur in connection with carrying out the authority

granted my Agent in this Power of Attorney to the extent that my Agent attempts in good faith to discharge my Agent's fiduciary obligations hereunder.

**RELIANCE BY THIRD PARTIES.** Any person dealing with my Agent may rely without inquiry upon my Agent's certification that this Power of Attorney has not been revoked. I expressly agree that all acts done hereunder in good faith by my Agent, prior to the receipt by my Agent or by any party with whom my Agent has dealt pursuant to this Power of Attorney of actual notice of revocation of this authority, whether by my death or otherwise, shall be binding upon me and upon my heirs and legal representatives. No person relying upon this Power of Attorney in good faith and without actual notice of revocation of this authority shall incur any liability to me or my estate as a result of permitting my Agent to exercise any power or discretion on my behalf granted herein, nor shall any person dealing with my Agent be required to see to the application and disposition of any moneys, stocks, bonds, securities or other property paid to or delivered to my Agent, or my Agent's substitute, pursuant to the provisions hereof.

**RATIFICATION AND DECLARATION OF STANDARD OF PERFORMANCE.** My Agent shall exercise or fail to exercise the powers and authorities granted by these presents in each case as my Agent, in my Agent's own absolute discretion, deems desirable or appropriate under the existing circumstances. I hereby ratify and confirm all acts that my Agent shall do or cause to be done by virtue of this Power of Attorney. Even though my Agent may have power or authority to act or assume responsibility for any matter referred to by these presents, nothing herein shall be construed as imposing a duty on my Agent to so act or assume such responsibility. I declare that my Agent shall not be liable to me or my estate for any acts or omissions with respect hereto to the extent that my Agent attempts in good faith to discharge my Agent's fiduciary obligations herein.

**I HEREBY INTEND TO CREATE A DURABLE POWER OF ATTORNEY PURSUANT TO ALA. CODE §26-1-2 (1975) AS AMENDED. THIS POWER OF ATTORNEY SHALL NOT BE AFFECTED BY THE DISABILITY, INCOMPETENCY, OR INCAPACITY OF THE UNDERSIGNED.**

**REVOCATION OF PRIOR POWERS OF ATTORNEY.** I hereby revoke all prior Powers of Attorney that I may have executed prior to this Durable Power of Attorney.

**RIGHT TO REVOKE OR AMEND POWER OF ATTORNEY.** I retain the right to revoke or amend this Power of Attorney and to substitute other Agents in place of the Agents appointed herein. Any amendments to this Power of Attorney shall be made in writing by me personally, and not by my Agent, and they shall be attached to the original of this Power of Attorney.

I UNDERSTAND THAT THIS POWER OF ATTORNEY IS AN IMPORTANT LEGAL DOCUMENT. BEFORE EXECUTING THIS DOCUMENT, MY ATTORNEY EXPLAINED TO ME THE FOLLOWING: (1) THIS DOCUMENT PROVIDES MY AGENT WITH BROAD POWERS TO DISPOSE, SELL, CONVEY AND ENCUMBER MY REAL AND PERSONAL PROPERTY; (2) THE POWERS GRANTED IN THIS POWER OF ATTORNEY WILL EXIST FOR AN INDEFINITE PERIOD OF TIME UNLESS I LIMIT THEIR DURATION BY THE TERMS OF THIS POWER OF ATTORNEY OR REVOKE THIS POWER OF ATTORNEY; (3) THESE POWERS WILL CONTINUE TO EXIST NOTWITHSTANDING MY SUBSEQUENT DISABILITY OR INCAPACITY; AND (4) I HAVE THE RIGHT TO REVOKE OR TERMINATE THIS POWER OF ATTORNEY AT ANY TIME.

**LAWS OF ALABAMA TO APPLY.** Questions pertaining to the validity, construction and powers created under this instrument shall be determined in accordance with the laws of the State of Alabama.

**IN WITNESS WHEREOF,** I have executed this Durable Power of Attorney in four (4) counterparts, to which I have set my hand and seal on this the 11<sup>th</sup> day of July, 2006.

Sarah H. Atchison  
SARAH H. ATCHISON

STATE OF ALABAMA    }  
                                 :  
JEFFERSON COUNTY    }

I, the undersigned authority, in and for said county and state, hereby certify that **SARAH H. ATCHISON**, whose name is signed to the foregoing Power of Attorney, and who is known to me, acknowledged before me on this day that, being informed of the contents of said Power of Attorney, she executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 11<sup>th</sup> day of July, 2006.

[ S E A L ]

Penny Skumell  
Notary Public  
My Commission Expires: 9-10-07

**This Document Prepared by:**  
William E. Shanks, Jr.  
BALCH & BINGHAM LLP  
1901 Sixth Avenue North, Suite 2600  
Birmingham, Alabama 35203  
205-251-8100