

**GENERAL DURABLE POWER OF ATTORNEY**

**OF JAMES H. MANN**

KNOW ALL MEN BY THESE PRESENTS: That I, JAMES H. MANN, of the County of Shelby, State of Alabama, have made, constituted and appointed, and by these presents do make, constitute and appoint my Wife, Margene D. Mann, as my true and lawful Attorney and Agent (hereinafter called "Agent") for me in my name, place and stead, and for my behalf and benefit. By this instrument I intend to create a General Durable Power of Attorney and my desires as expressed in this instrument shall be immediately effective on and after the date of execution, it being my intent that the authority conferred herein upon my said Agent shall be given full force and effect as a written expression of intent under applicable law:

1. **GENERAL GRANT OF POWER:** 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 I 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;

2. **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 properly rights and demands whatsoever, liquidated or unliquidated, now or hereafter owned by, or due, owing payable or belonging to me or in which I have or may 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;

3. 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 Agent shall deem proper, with full authority to sign, endorse, execute and deliver any sales 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 deed connected therewith;

4. 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 in 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;





5. **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.

6. **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;

7. **BUSINESS INTEREST:** 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;

8. **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;

9. SAFE DEPOSIT BOXES: To have access at any time or times to any safe deposit boxes rented by me, wheresoever located, and to remove all or any part of the contents thereof and to surrender or relinquish said safe deposit boxes; any institution in which any such boxes may be located shall not incur any liability to me or my estate as a result of permitting my Agent to exercise this power.

10. FLOWER BONDS: To purchase for and in my name United State Treasury Bonds issued before March 4, 1971, redeemable at par in payment of Federal estate taxes (including the power to borrow money and sign my name to any promissory note for such purpose and to pledge any property of mine, including such Bonds, as security for any such loan);

11. 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;

12. POWER OF ACCESS AND DISCLOSURE OF MEDICAL RECORDS AND FINANCIAL INFORMATION: 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, and to execute any releases or other such documents that may be necessary in order to obtain such information and to disclose such information to such persons, organizations, firms or corporations as my Agent shall deem appropriate;

13. POWER TO PROVIDE HEALTH CARE SERVICES: To give or withhold consent to any medical procedure, test or treatment for me including choice of a



physician, choice of a hospital or nursing home; to revoke, withdraw, modify or change consents to such procedures, tests or treatment; and to provide such other care, comfort, maintenance and support as my Agent may deem necessary.

14. POWER TO EMPLOY AND DISCHARGE HEALTH CARE PERSONNEL:

To employ 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, and to pay such individuals, or any of them, reasonable compensation.

15. POWER TO BORROW: To borrow any sum or sums of money on such terms (including the power to borrow against the cash surrender value of any life insurance policy on my life), and with such security, whether real or personal property, as my Agent may think fit, and for that purpose to execute all promissory notes, bonds, mortgages, deeds of trust, security agreements and other instruments which may be necessary or proper;

16. DISCLAIMER: 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 and 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;

17. 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 any right of withdrawal of income and/or principal which 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.

18. 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 Agent herein named, which may at any time be owned by me.

19. MISCELLANEOUS: I grant the Agent named herein the following additional powers and authority:

a. In the event the Agent named herein should be of the opinion at any time that he 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 than 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, individually and jointly, 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;

b. I grant full and absolute authority to the Agent named herein, on a noncumulative, yearly basis, to make gifts to my children, in trust or otherwise, as well as to their spouses and to their children, in trust or otherwise, with the amount of gifts to each such person each year not to exceed that amount which is excludable from the total amount of gifts made during such year under Section 2503(b) of the Internal Revenue Code of 1986, as amended from time to time;

c. 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 maintenance and support. Any provision herein to the contrary notwithstanding, the Agent





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shall have no power or authority to use or apply the principal to discharge any legal obligation that Agent or any other person may have to support me or any dependent or beneficiary of mine, except to the extent that there are no assets reasonably available to the person having the obligation of support to pay the same;

d. I further authorize and empower my Agent to engage, employ and dismiss any agents, clerks, servants, attorneys-at-law, accountants, investment advisors, custodians or other persons in and about the performance of these presents as my Agent shall think fit;

e. Any decisions made by said Agent with respect to the matters set forth in subsections (b), (c) and (d) hereinabove shall be final, finding 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 may be made by Agent in good faith with respect thereto.

20. 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, incompetence 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; provided, however, that it is contemplated that this General Durable Power of Attorney may be used in the State of Alabama, and to the extent that the laws of the State of Alabama conflict or provided broader powers, it is intended that the laws of the State of Alabama apply to questions as to the validity of this power and the construction of its provisions when being used in the State of Alabama.

21. INDEMNITY: I hereby bind myself to indemnify my Agent and any successor who shall so act against any and all claims, demands, losses, damages,

actions and causes of action, including expenses, costs and reasonable attorneys' fees which my Agent at any time may sustain or incur in connection with carrying out the authority granted them in this power of attorney.

22. THIRD PARTY RELIANCE: Third parties may rely upon the representation of my Agent as to all matters relating to any power granted to my Agent, 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.

23. NOMINATION OF GUARDIAN OR CONSERVATOR: In the event court proceedings are hereafter commenced to appoint a guardian, conservator or other fiduciary to take charge of my person or to manage and conserve my property, I hereby nominate and appoint my Agent above-named as my guardian, conservator, or other fiduciary, to serve without bond unless otherwise required by a court of competent jurisdiction.

24. REVOCATION: This General Durable Power of Attorney may be voluntarily revoked by me by written instrument delivered to my Agent. My guardian or guardians may also revoke this power of attorney by written instrument delivered to my Agent. Any affidavit executed by my Agent stating that he does not have at the time of doing any act pursuant to this power of attorney, actual knowledge of the revocation or termination of this power of attorney, is, in the absence of fraud, conclusive proof of the nonrevocation or nontermination of the power at that time.

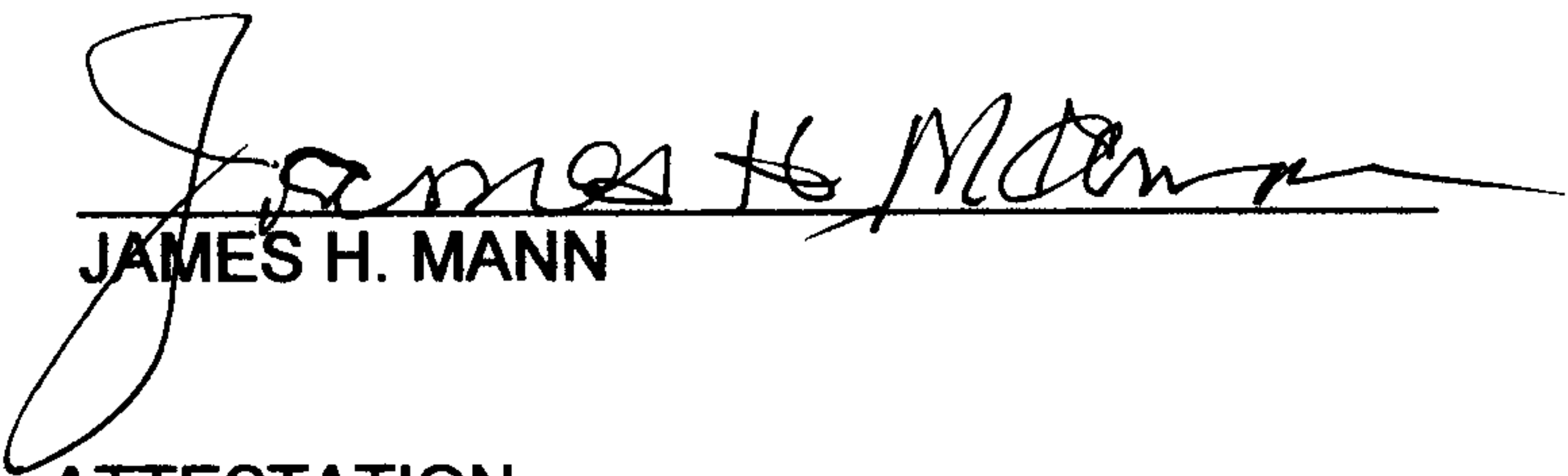
25. DEATH: My death shall not revoke or terminate this agency as to my Agent or any other persons who, without actual knowledge of my knowledge of my




death, acts in good faith under this power of attorney. Any action so taken, unless otherwise invalid or unenforceable, shall be binding upon me and my heirs, devisees and personal representatives.

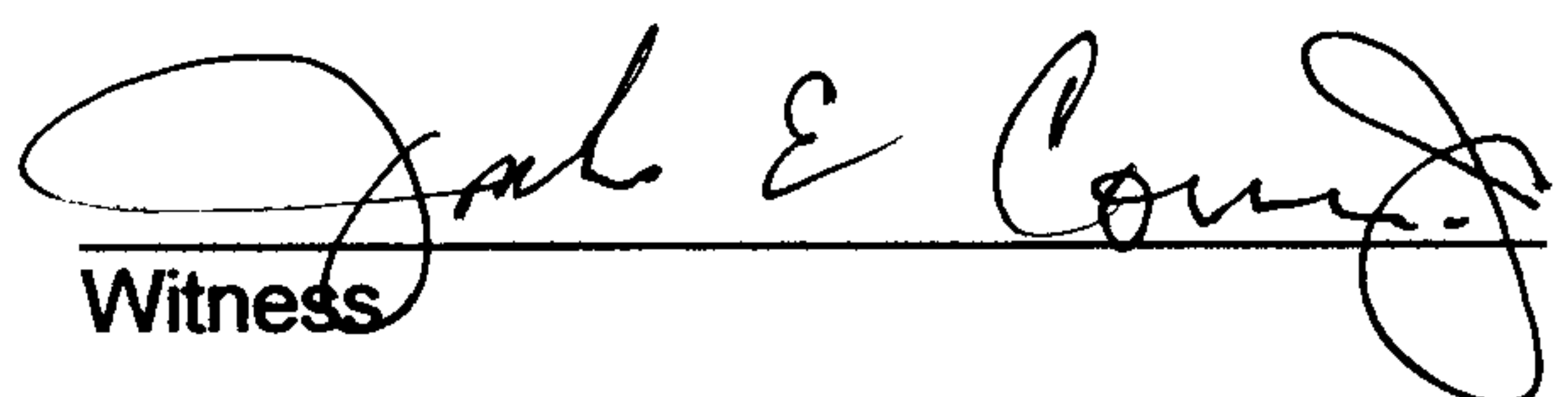
26. This Power of Attorney shall not be affected by my disability, incompetency or incapacity and may be exercised notwithstanding any such disability, incompetency or incapacity and notwithstanding any uncertainty as to whether I am dead or alive.

IN WITNESS WHEREOF, I have hereunto signed my name, on this the 8th day of August, 2007.

  
JAMES H. MANN  
ATTESTATION

Signature witnessed in the presence of:

  
Witness

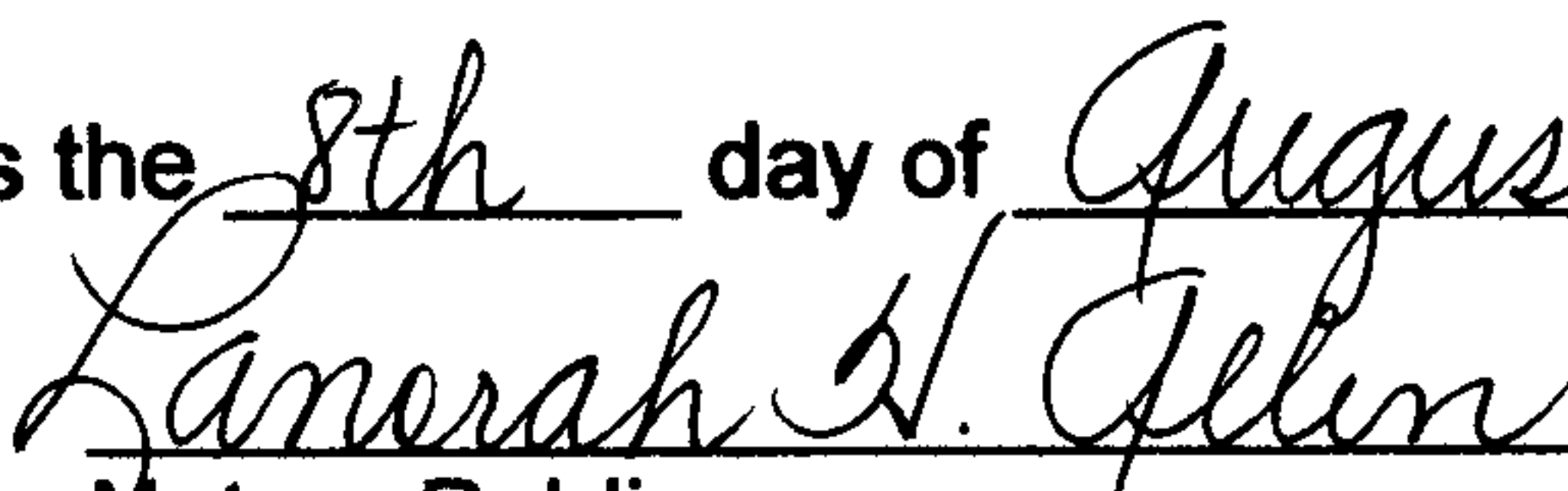
  
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ACKNOWLEDGMENT

STATE OF ALABAMA     )  
COUNTY OF SHELBY    )

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that James H. Mann, whose name is signed to the foregoing General Durable Power of Attorney and who is known to me, acknowledged before me on this day that, being informed of the contents of said General Durable Power of Attorney, he executed the same voluntarily on the day the same bears date.

Given under my hand this the 8th day of August, 2007.

  
Lanorah H. Allen  
Notary Public  
My Commission Expires: 7/27/09