

STATE OF ALABAMA     )  
                                      )  
SHELBY COUNTY         )

**DURABLE GENERAL POWER OF ATTORNEY**

**KNOW ALL PERSONS BY THESE PRESENTS** that I, **JILL L. FALLS**, of Shelby County, Alabama, do hereby name, constitute and appoint **GAYLE M. FALLS**, to act as my true and lawful attorney-in-fact, to act for me and in my name, place and stead, in any way which I could do, if I were personally present and acting on my own behalf, to do and perform all acts and to execute, acknowledge and deliver all instruments and documents relating to all things whatsoever, including all of the following:

1.     **Real Estate Transactions.** To sell, convey, mortgage, encumber, improve, subdivide, lease, rent, exchange and otherwise deal in and with all real estate which I now own or hereafter acquire, and to execute, sign, sell, acknowledge, record and deliver all deeds, mortgages, leases, contracts and other instruments relating thereto.

2.     **Chattel transactions.** To sell, convey, mortgage, pledge, encumber, exchange, lease, rent, repair, improve and otherwise deal in and with all goods and chattels which I now own or hereafter acquire, and to execute, acknowledge and deliver bills of sale, contracts, conditional sales contracts, security agreements, financing statements, chattel mortgages and other instruments relating thereto.

3.     **Banking Transactions.** To deposit money in and withdraw money from all checking accounts and other banking accounts which I now have or hereafter may have in any bank or other depository and to draw checks, drafts and other orders thereon; to deposit money in and withdraw money from all savings accounts, and to sign, execute, acknowledge and deliver all documents relating thereto, and to enter all safety deposit boxes which I now or hereafter may have the right to enter in any bank or other depository and to deposit things and documents therein and remove things and documents therefrom without accounting to said bank or other depository or to any other person or legal entity, and to borrow money and execute promissory notes and other evidences of indebtedness and real estate mortgages, chattel mortgages, security agreements, financing statements, pledges and other document of a security nature to secure payment of such promissory notes or other evidences of indebtedness and generally to do all things and execute all instruments relating to all banking transactions of any kind.

4.     **Business Operating Transactions.** To manage, control and operate any business or other enterprise in which I now or hereafter own any interest.

5.     **Insurance Transactions.** To demand, collect, sue for and otherwise act to obtain all money now or hereafter owing to me by any insurance company for any reason and to purchase and pay for insurance policies of every kind relating to my life, health, medical care, hospitalization, retirement, real estate, personal property and otherwise.

6.     **Security Transactions.** To buy, sell, assign, transfer, exchange, pledge, mortgage, encumber, vote and otherwise deal in and with all stocks, bonds, commodities and other securities which I now own or hereafter may own.



7. **Government Transactions.** To act for me in all dealings with the United States of America, the State of Alabama or any other State, or any foreign country, and City, Town, Village or other municipality, or any subdivision or agency of any of them, and to demand, collect, sue for, receive, settle, compromise, discharge and receipt for all money and other benefits which I am now or may hereafter be entitled to receive from any of them.

8. **Estate and Trust Transaction.** To act for me with respect to any Estate or Trust in which I may have any interest in or to which I may have any obligation to, and to demand, collect, sue for and otherwise act to enforce payment and delivery of any money, real estate and chattel property which is now or hereafter owing to me from any Trust or from the Estate of any person.

9. **Claims and Litigation.** To ask, demand, sue for, levy, recover and receive all money, damages, whether based on tort, contract or otherwise, debts, rents, goods, wares, dues, accounts and other demands now or hereafter owing to me and to settle, compromise and otherwise discharge such claims and give effectual receipts, releases and discharges therefor.

10. **Motor Vehicle Transactions.** To sell, convey, mortgage, pledge, lease, rent, exchange, license, register, assign title certificates of, insure and otherwise deal with, manage and control all automobiles, truck, trailers, mobile homes and other vehicles having title certificates which I now or hereafter may own.

11. **Income Tax and Other Tax Matters.** To the extent allowed by law, to sign, verify, acknowledge and file all state and federal income tax returns and documents relating thereto, including claims for refunds and to demand, collect and receive all tax refunds; to declare all real estate and personal property for taxation and to claim any family, military or other applicable exemption relating thereto and to pay any tax, with or without protest.

12. **Renunciation of Gifts or Succession.** On my behalf, to renounce and refuse to accept, in whole or in part, any lifetime or testamentary gift to me, whether outright or in trust, and to renounce in whole or in part the succession to any property or interest therein which I may be entitled to receive as an heir, devisee, or otherwise, including the making of "qualified disclaimers" under the Internal Revenue Code.

13. **Support and Maintenance.** To provide for my support and maintenance and the support and maintenance of any person who I am legally obligated to support, and to use any and all of my assets and money for such purpose.

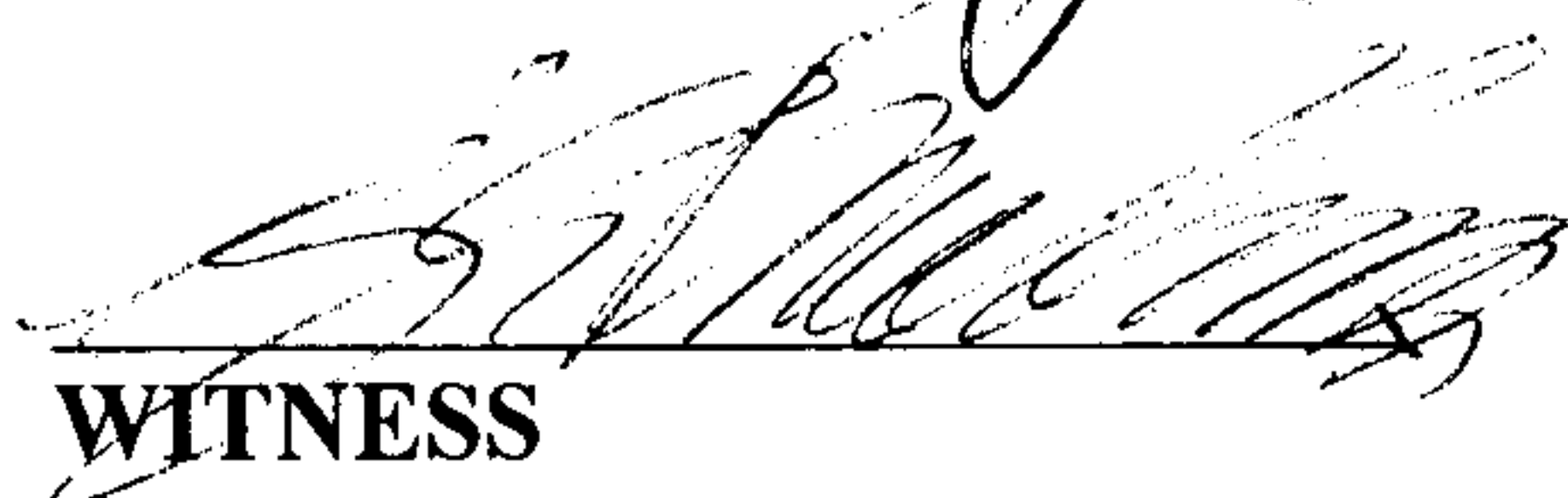
14. **Hospitalization and Medical Care.** To cause me to be hospitalized or placed in a nursing home or other facility or to be removed therefrom, and to pay the cost therefor, including medical care, doctor and nursing care, medication and all other expenses, and to select and change the physicians and other health care professionals in connection therewith, and to make all decisions relating to treatment and medication and otherwise pertaining to such hospitalization and medical care. Access to all medical records, all hospitalizations, and all treatment notes for medical care shall be granted to Gayle M. Falls.

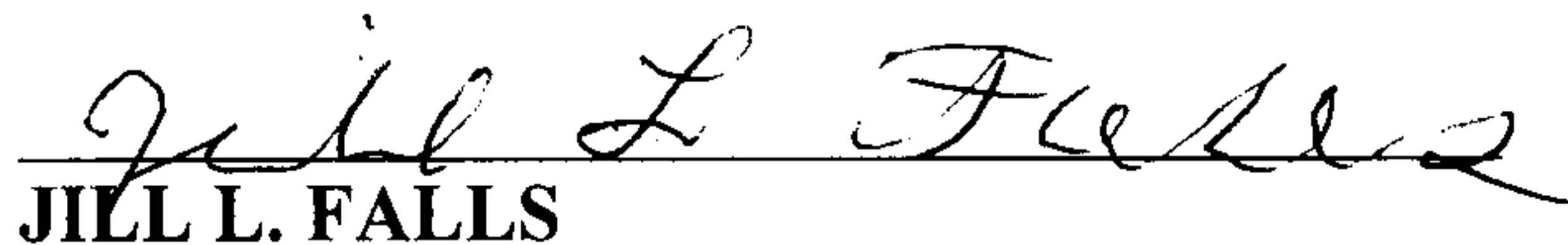


I intend and direct that this Power of Attorney shall not be affected by the disability, incompetency, or incapacity of the principal and shall be exercisable notwithstanding my disability, incapacity or uncertainty as to whether I am dead or alive occurring after the date hereof, and I direct that all acts done by my attorney-in-fact pursuant to this Power of Attorney during any period of my disability, incapacity or uncertainty as to whether or not I am dead or alive shall have the same effect and inure to my benefit and bind me and my heirs, devisees and personal representatives as if I were alive and not disabled or incapacitated. My death shall not revoke nor terminate this Power of Attorney as to my attorney-in-fact nor any other person who, without actual knowledge of my death, acts in good faith under this Power of Attorney. I reserve the right to revoke this Power of Attorney at any time, but as to persons without actual knowledge that this Power of Attorney has been revoked, it shall remain in full force and effect until revoked by a writing signed and acknowledged by me and recorded in the office of the Probate Court of the County wherein I reside on the date hereof.

WITNESS my hand and seal this 21<sup>st</sup> day of July, 2010.

  
WITNESS

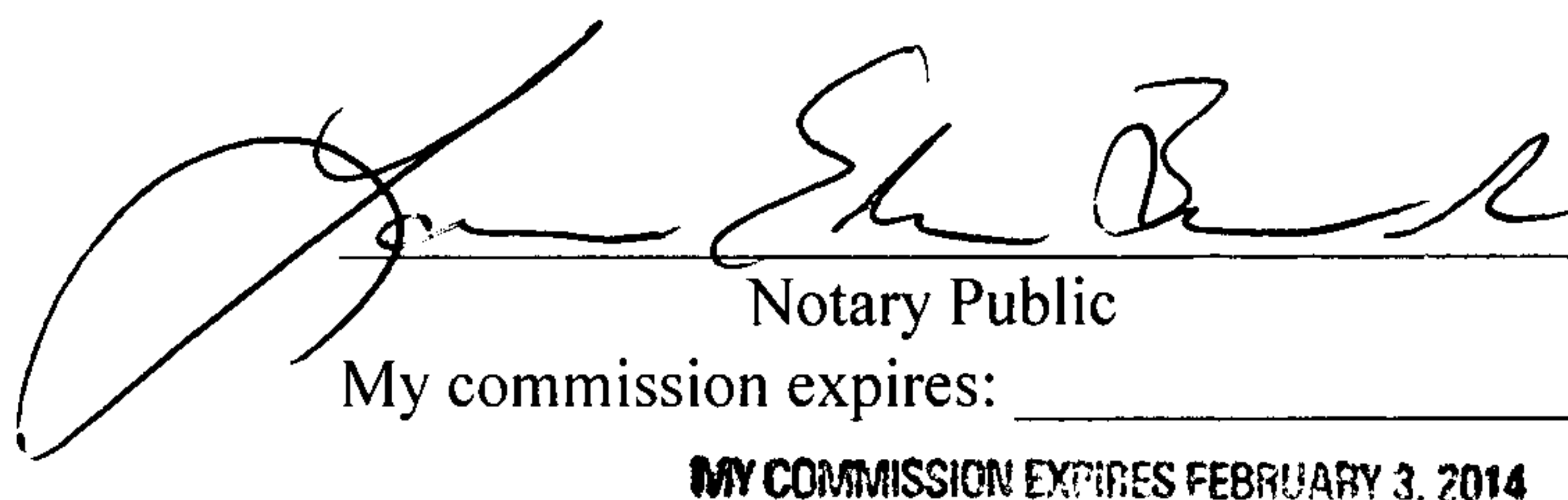
  
WITNESS

  
JILL L. FALLS

STATE OF ALABAMA     )  
  )  
SHELBY COUNTY         )

Before me, the undersigned authority in and for said County and State, personally appeared **JILL L. FALLS**, whose name is signed to the foregoing Durable Power of Attorney, and who is known to me, acknowledged before me, on this date, that being informed of the contents of this Durable Power of Attorney, she executed same voluntarily on the day that same bears date.

Sworn to and subscribed before me this 21<sup>st</sup> day of July, 2010.

  
Notary Public  
My commission expires: \_\_\_\_\_  
**MY COMMISSION EXPIRES FEBRUARY 3, 2014**

My commission expires: \_\_\_\_\_