

DURABLE POWER OF ATTORNEY

OF

TERESA L. FINKE

I, the undersigned, **TERESA L. FINKE**, of Shelby County, Alabama, do hereby make, constitute, and appoint my husband, **GARY H. FINKE**, as my true and lawful Attorney in Fact for me in my name, place, and stead, and on my behalf, and for my use and benefit, to do, to perform and execute all and every act that I may legally do through an attorney in fact, and every proper power necessary to carry out the purposes for which this power is granted, with full power of substitution and revocation, hereby ratifying and affirming that which he or him substitute shall lawfully do or cause to be done by himself or him substitute lawfully designated by virtue of the power herein conferred upon him.

This power of attorney shall not be affected by the disability, incompetency, or incapacity of the undersigned nor shall this power of attorney be affected by the lapse of time. My Attorney in Fact, **GARY H. FINKE**, shall have the authority customarily granted in a general power of attorney, including, but not limited to, the following:

SECTION ONE: BUSINESS AND PROPERTY PROVISIONS

I grant my Attorney in Fact full authority to make decisions for me concerning any business venture with which I am engaged or any dealings concerning my real and personal property. These powers should include, but are not limited to, the following:

A. To buy every kind of property, real, personal, tangible and intangible, upon such terms and conditions as my Attorney in Fact shall deem appropriate; to obtain options with respect to such purchases; to arrange for appropriate disposition, use, safekeeping and/or insuring of any such property purchased by my Attorney in Fact;

B. To sell, convey and transfer title to any and every kind of property that I may own now or in the future, including, without being limited to, real property, including "homestead" property, personal, tangible and intangible property, and including, without being limited to, contingent and expectant interests, marital rights and any rights of survivorship incident to joint tenancy or tenancy by the entirety, upon such terms and conditions and security as my Attorney in Fact shall deem appropriate and to grant options relative thereto;

C. 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 own or may hereafter acquire in my name and for my benefit, upon such terms and conditions as my Attorney in Fact shall deem proper;

D. To transfer and distribute any assets in my individual name to the then serving Trustees of any Trust created by me;

E. To lease, sublease and release; to eject and remove tenants from said property and to recover possession thereof by lawful means; to contest tax assessments; to subdivide, develop, dedicate to public use and grant easements, with or without compensation; to demolish or repair; to mortgage or otherwise encumber; with all of the above powers to refer to real property now or hereafter owned by me, or acquired by my Attorney in Fact;

F. To establish accounts of all kinds, including checking and savings, for me with financial institutions of any kind, including, but not limited to, banks and thrift institutions, to modify, terminate, make deposits to and write checks on or make withdrawals from and grant security interests in all accounts in my name or with respect to which I am an authorized signatory (except accounts held by me in a fiduciary capacity), whether or not any such account was established by me, or for me by my Attorney in Fact; to negotiate, endorse or transfer any checks or other instruments with respect to any such accounts; to contract for any services rendered by any bank or financial institution;

G. To contract with any institution for the maintenance of a safe-deposit box in my name; to have access to all safe-deposit boxes in my name or with respect to which I am an authorized signatory, whether or not the contract for such safe-deposit box was executed by me (either alone or jointly with others) or by my Attorney in Fact in my name; to add to and remove from the contents of such safe-deposit box and to terminate any and all contracts for such boxes;

H. To invest and reinvest all or any part of my property in any property or interests (including undivided interests) in property, real, personal, tangible and intangible, wherever located, including, without being limited to commodities contracts of all kinds, securities of all kinds, bonds, debentures, notes (secured or unsecured); stocks of corporations regardless of class; interests in limited partnerships, real estate or any interest in real estate, whether or not productive at the time of investment; interests in trusts, investment trusts, whether open and/or closed fund types; and participation in common, collective or pooled trusts funds or annuity

contracts without being limited by any statute or rule of law concerning investments by fiduciaries; to sell (including short sales) and terminate any investments whether made by me or my Attorney in Fact; to establish, utilize and terminate savings and money market accounts with financial institutions of all kinds;

I. To buy United States Government bonds redeemable at par in payment of United States Estate Taxes imposed at my death;

J. To make gifts, grants or other transfers without consideration either outright or in trust (including the forgiveness of indebtedness and the completion of any charitable pledges that I may have made) to such persons or organizations as my Attorney in Fact shall select;

K. To apply for a certificate of title upon, and endorse 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 set forth in such transfer assignment.

L. To institute, supervise, prosecute, defend, intervene in, abandon, compromise, arbitrate, settle, dismiss, and appeal from any and all legal, equitable, judicial or administrative hearings, action, suits, proceedings, attachments, arrests or distresses, involving me in any way, including, but not limited to, claims by or against me arising out of property damages or personal injuries suffered by, or caused by, me under such circumstances that the loss resulting therefrom will or may fall on me, and otherwise engage in litigation involving me, my property or any interest of mine, including any property or interest with any person for whom I have or may have any responsibility;

M. 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 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; to waive notice of meetings and give consent for or with respect thereto.

N. To make, execute and file joint or separate income tax returns or declarations of estimated tax for any year or year; to make, execute and file gift tax returns with respect to gifts

made by or for me for any year or years, to consent to any gift and to utilize any gift-splitting provision or other tax election, and to make, execute and file any claims for refund of any tax.

O. To continue to carry, purchase, cancel or dispose of fire, casualty, property or income protection, medical, hospital, life, liability or other insurance and to pay any premiums thereon.

P. To appear and represent me in regard to and to take all actions convenient or appropriate in connection with taxes imposed by any municipal, 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, 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, including without limitation federal or state income or gift tax, for the year 1981 and all subsequent 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 of any and all claims, and to execute Internal Revenue Service Forms 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 thereunder.

Q. To prepare, draw, make, sign, execute, seal, acknowledge, verify, discount, accept, endorse, with or without recourse on 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 of additional tax or over assessment 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.

R. To appoint and employ, with or without compensation, any accountants, attorneys at law, investment counsel, agents, servants or other persons, including 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 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 attorney 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.

S. To pay my pledges to and make such gifts as I have regularly made to charitable organized described in Section 170(c) of the Internal Revenue Code or corresponding provisions of any subsequent federal tax laws ("Code") and to make gifts to persons, including any attorney acting hereunder, or for their benefit, which qualify for the federal gift tax annual exclusion, described in Section 2503(b) of the Code.

T. To do all acts necessary for maintaining my customary standard of living, to provide living quarters by purchase, lease or other arrangement, or by payment of the operating costs of my existing living quarters, including interest, amortization payments, maintenance and assessments, repairs and taxes; to provide domestic help for the operation of my household; to provide clothing, transportation, medicine, food and incidentals; and if necessary, to make all necessary arrangements, contractual or otherwise, for me at any hospital, hospice, nursing home, convalescent home, care facility or similar establishment; and if in the judgment of my Attorney in Fact, I will never be able to return to my living quarters from a hospital, hospice, nursing home, convalescent home, care facility or similar establishment, to lease, sublease or assign my

interests as lessee in any lease or protect or sell or otherwise dispose of my living quarters (investing the proceeds of any such sale as my Attorney in Fact deems appropriate) for such price and upon such terms, conditions and security, if any, as my Attorney in Fact shall deem appropriate; and to store and safeguard or sell for such price and upon such terms, conditions and security, if any, as my Attorney in Fact shall deem appropriate or otherwise dispose of any items of tangible personal property remaining in my living quarters which my Attorney in Fact believes I will never need again (and pay all costs thereof).

SECTION TWO: HEALTH CARE PROVISIONS

I grant my Attorney in Fact full authority to make decisions for me regarding my health care. I have provided a Letter of Instruction to my Attorney in Fact in order to assist them in making health care decisions for me as comfortably and confidently as possible. I intend for my Attorney in Fact to have and be able to exercise the broadest powers for my health care that I myself have by law; except as limited by my desires in my Advance Directive for Health Care. These powers are to include, but are not limited to, the following:

A. To request, review, or disclose any medical records or information which may be reasonably necessary, in the sole opinion of my Attorney in Fact, to make a fully informed health care decision on my behalf;

B. To authorize my admission to or discharge from any hospital, retirement community, nursing home, residential care, or similar facility or service and to execute all documents necessary to effect such admission or release, including any necessary waivers or releases from liability required by the health care facility or physician to implement my wishes regarding medical treatment or non-treatment;

C. To employ, compensate and discharge medical personnel, including such physicians, psychiatrists, dentists, nurses, and therapists as my Attorney in Fact shall deem necessary for my physical, mental and emotional well-being;

D. To establish a new residency for me whether within or outside the State of Alabama or within or outside the country, if in the sole discretion of my Attorney in Fact such action facilitates the implementation of my wishes regarding health care;

E. To request, consent or refuse any test, treatment, surgery, medication or other medical procedure, including the authority to sign documents, orders, and/or necessary waivers

or releases from liability required by the health care facility or physician to implement my wishes regarding medical treatment or non-treatment;

F. To contract on my behalf for any health care related service or facility without incurring personal financial liability for such contracts.

SECTION THREE: GENERAL PROVISIONS

Item One: Governing Law and Applicability to Foreign Jurisdiction.

This instrument shall be governed by the laws of the State of Alabama in all respects, including its validity, construction, interpretation and termination, and to the extent permitted by law shall be applicable to all property of mine, real, personal, tangible and intangible, wherever and in whatever state of the United States or Foreign Country the situs of such property is at any time located and whether such property is now owned by me or hereafter acquired by me or for me, by my Attorney in Fact;

Item Two: Severability.

If any part of any provisions of this instrument shall be invalid or unenforceable under applicable law, such part shall be ineffective to the extent of such invalidity only, without in any way affecting the remaining parts of such provisions of the remaining provisions of this instrument.

Item Three: Alternate Attorneys in Fact.

If my husband, **GARY H. FINKE**, ceases to act as Attorney in Fact by reason of death, incapacity or resignation, I appoint my son, **MICHAEL FINKE**, as Attorney in Fact. If my son, **MICHAEL FINKE**, ceases to act as successor Attorney in Fact by reason of death, incapacity or resignation, I appoint my son, **MITCHELL FINKE**, as next successor Attorney in Fact. The resignation of the original or successor Attorney in Fact may be evidenced by an instrument in writing delivered to the respective successor Attorney in Fact. The incapacity of the original or successor Attorney in Fact may be determined by a statement of a physician delivered to the respective successor Attorney in Fact.

Item Four: Construction.

The section and item headings appearing throughout this Durable Power of Attorney have been inserted for the purpose of convenience and ready reference. They do not purport to, and

shall not be deemed to, define, limit, or extend the scope of intent of the sections and items to which they pertain.

Item Five: No Limitation of Power.

The enumeration of specific powers herein is not intended to, nor does it, limit or restrict the general powers herein granted to my Attorney in Fact.

Item Six: Indemnity of Attorney in Fact.

I hereby bind myself and my estate to defend, hold harmless and indemnify my Attorney in Fact from and against any and all claims, demands, losses, damages, actions, and causes of action, including, expenses, costs and reasonable attorneys' fees which my Attorney in Fact at any time may sustain or incur in connection with carrying out the authority granted to my Attorney in Fact in this Durable Power of Attorney to the extent that my Attorney in Fact attempts in good faith to discharge his or her fiduciary obligation hereunder.

Item Seven: Reliance by Third Party.

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

Item Eight: Ratification and Declaration of Standard Performance.

I do hereby ratify and confirm all that my Attorney in Fact shall do or cause to be done in and about the premises by virtue of this Durable Power of Attorney and declare that my Attorney in Fact shall not be deemed liable to me or my estate for any acts or omissions with respect hereto to the extent that my Attorney in Fact attempts in good faith to discharge his or her fiduciary obligation hereunder.

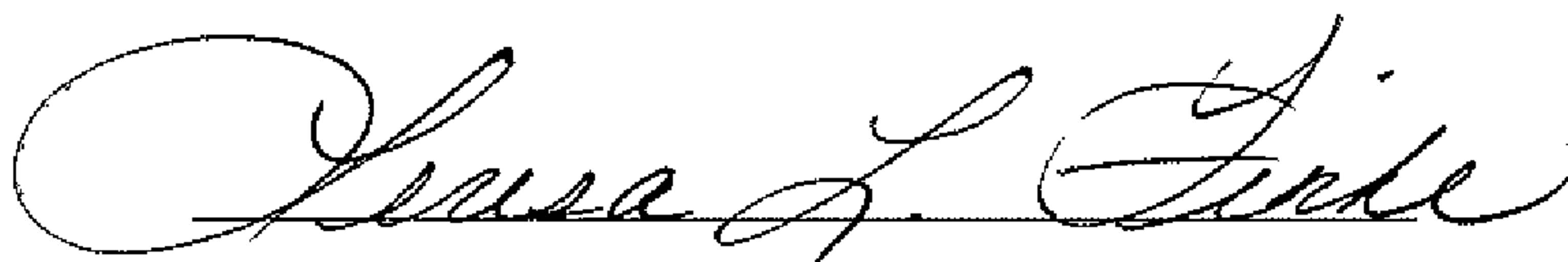
Item Nine: Nomination of Guardian and Conservator.

In the event proceedings are hereafter commenced by any person to appoint a guardian or conservator, or other fiduciary charged with the management of any part or all of my property, then I hereby nominate and appoint my Attorney in Fact to serve as such guardian, conservator, or other fiduciary. I hereby exempt any person nominated herein from giving bond while serving as such conservator or other fiduciary, pursuant to Alabama Code § 26-2A-139 as amended, or pursuant to similar statutes or common law.

SECTION FOUR: RIGHTS, POWERS AND AUTHORITY OF ATTORNEY IN FACT

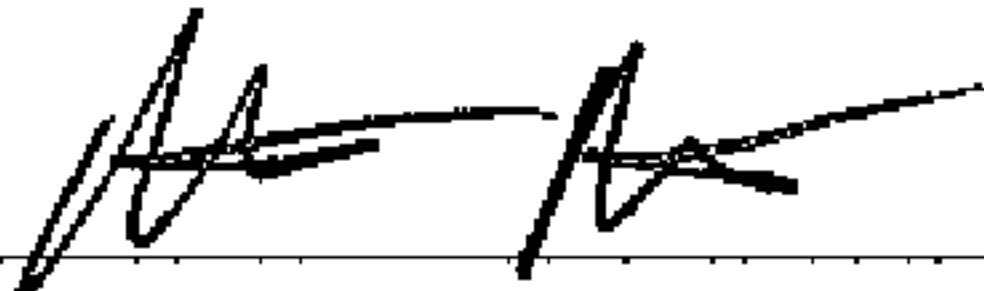
The rights, powers and authority of my said Attorney in Fact herein granted shall commence and be in full force and effect as of the date of execution of this instrument; the authority conferred herein shall not be affected by disability, incompetency, or incapacity of the said principal, **GARY H. FINKE**; and such rights, powers and authority shall remain in full force and effect thereafter until death of said principal or upon written notification from the principal revoking this document. Any action taken in good faith pursuant to the foregoing authority without actual knowledge of my death shall be binding upon me, my heirs, assigns and personal representatives.

28th In Witness Whereof, as Principal, I have signed the Durable Power of Attorney on this day of *July*, 2011, and I have directed that photographic copies of this power of attorney be made which shall have the same force and effect as an original.

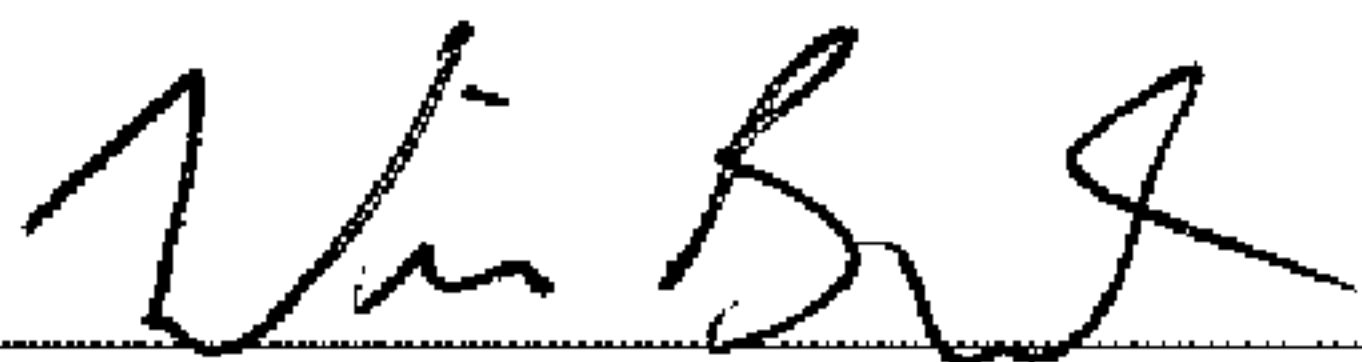
A handwritten signature in cursive script, reading "Teresa L. Finke", written over a horizontal line.

Teresa L. Finke

The Declarant is known to me, I am neither the spouse nor a blood relative of the Declarant, and I believe the Declarant to be of sound mind. The Declarant signed the foregoing Durable Power of Attorney in our presence.


Witness

Matthew Potter
Printed Name of Witness


Witness

Will Beckum
Printed Name of Witness

STATE OF ALABAMA)
COUNTY OF SHELBY)

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

Given under my hand this 28 day of July 2011.


Notary Public

My Commission Expires:

01/05/2013
(SEAL)



Filed and Recorded
Official Public Records
Judge James W. Fuhrmeister, Probate Judge,
County Clerk
Shelby County, AL
12/29/2015 12:52:42
\$41.00 JESSICA
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