

**DURABLE POWER OF ATTORNEY**

I, Jane S. Lewis, domiciled in Shelby County, Alabama, do hereby constitute and appoint my spouse, Gene W. Lewis ("my spouse"), as my attorney-in-fact, for the purposes and with the powers hereinafter stated. If my spouse shall die or become incapable of serving as my attorney-in-fact, I hereby constitute and appoint my daughter, Ann Lewis Upshaw ("my daughter Ann"), as my attorney-in-fact, for the purposes and with the powers hereinafter stated. If both my spouse and my daughter Ann shall die or become incapable of serving as my attorney-in-fact, I hereby constitute and appoint my son, Gene W. Lewis, Jr., as my attorney-in-fact, for the purposes and with the powers hereinafter stated. The person who is authorized to act hereunder is hereinafter called "my attorney."

**Revocation of Prior General Powers of Attorney.** I hereby revoke any prior general powers of attorney executed by me.

**Durable Power.** This power of attorney shall not be affected by my disability, incompetency or incapacity.

**General Grant of Power.** I do hereby empower my attorney, for me and in my name, stead and behalf, 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, wherever the same may be situated, and in whatsoever manner my attorney may, in fact, consider advisable; to act generally and specifically as my attorney or agent in all matters in which I may now be, or hereafter become, interested or concerned; in my name and behalf to execute any instruments in writing; and to do all such acts and things as fully and effectually in all respects, and to all of the same intents and purposes, as I myself could do by my own hand, or in my own person, if present and acting.

**Specifically Enumerated Powers.** Without in any manner intending to limit the general powers hereinabove conferred (which shall not be abridged by any specific description), I do specifically empower my attorney, from time to time, and as often as my attorney may see fit, either in person or by means of an agent or agents (when specifically empowered to act by my attorney), to do and perform any of the following specific acts:

1. **Sell Property.** To sell any and every kind of property that I may own now or in the future, whether real, personal, tangible, intangible or mixed, 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 shall deem appropriate, and to grant options with respect to sales thereof.

2. **Buy Property.** To buy any and every kind of property, whether real, personal, tangible, intangible or mixed, upon such terms and conditions as my attorney 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.

3. **Receive Money Derived from Property.** To receive all rents, dividends, interest, proceeds of sale, distributions and other moneys derived from any property or business of any kind now or hereafter belonging to me or that may accrue, or be owing, to me from any source or on any account.

4. **Enter Into Obligations and Pay Business Expenses.** To obligate me, and to pay, for all repairs, insurance, taxes, commissions, fees, salaries, wages and other expenses that my attorney may deem necessary or desirable to be paid in relation to any properties or businesses.

5. **Participate in Legal Proceedings.** To institute, supervise, prosecute, carry on and defend, intervene in, abandon, dismiss, appeal from and compromise any and all legal, equitable, or administrative actions or proceedings involving me or any property or business in which I may have a direct or beneficial interest 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 or under such circumstances that any loss resulting therefrom will or may fall on me, and otherwise to participate in any litigation involving me, my property or any interest of mine, whether directly or indirectly.

6. **Compromise Claims.** To arbitrate, settle and compromise any claims which I may have against other parties or which may arise against me, including claims respecting taxes of any character due, or claimed be due, to any governmental authority.

7. **Give Receipts and Discharge Indebtedness.** To collect and receive and give receipts for, any property, security for property, debts, settlements or anything whatsoever owing to me, and regardless of the individual or public or private entity involved and (for the purpose of receiving any Social Security benefits to which I may be entitled, my attorney is hereby appointed my "Representative Payee"), and to satisfy and discharge, of record, any lien now or hereafter standing in my name or securing any obligation owing to me.

8. **Deposit Funds in Financial Institution.** To deposit any funds to which I may be or become entitled to my credit or for my account in any bank, trust company, savings and loan association, credit union, brokerage firm or other financial or thrift institution (hereinafter any of such organizations are referred to as a "Financial Institution") and to contract for any services rendered by any Financial Institution.

9. **Withdraw Funds on Deposit.** To withdraw funds deposited by me or by my attorney for my account in any Financial Institution and to make appropriate arrangements for any such withdrawal by check signed by my attorney in my name, or by any other appropriate means, all as my attorney may deem fit.



10. **Make Investments.** To invest and reinvest all or any part of my property or interest of any kind in any property or interests (including undivided interests) in property, real, personal, intangible or mixed, wherever located, including, without being limited to, commodities contracts of all kinds, securities of all kinds, bonds (including United States Government bonds redeemable at par in payment of United States estate taxes imposed at my death), debentures, notes (secured or unsecured), stocks of corporations regardless of class, interests in limited (or general) partnerships, real estate or any interest in real estate, whether or not productive at the time of investment, interests in trusts, investment trusts, whether of the open and/or closed fund types, and participation in common, collective or pooled trust funds or annuity contracts, all without any such investment or reinvestment being limited in any respect 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; and to establish, utilize and terminate checking, savings and money market accounts with any Financial Institution.

11. **Deal With Real and Tangible Personal Property.** With respect to real or tangible personal property (including but not limited to real or tangible property that I own or that I, or my attorney for my account, may hereafter acquire or receive): to buy or sell the same or to lease or sublease to, or from, others upon such terms and conditions and for such lengths of time as my attorney may deem advisable, even though the same may extend beyond my life; to eject, remove and relieve tenants or other persons from, and recover possession of, by all lawful means; to insure; to accept real or tangible personal property as a gift or as security for a loan; to collect, sue for, receive and give receipt for rents and profits and to conserve, invest or utilize any and all of such rents, profits and receipts for the purposes described herein; to do any act of management and conservation, to pay, to compromise, or to contest tax assessments and to apply for refunds in connection therewith; to hire assistance and labor; to subdivide, develop, dedicate to public use without consideration, and/or dedicate easements over; to maintain, protect, repair, preserve, insure, build upon, demolish, alter or improve all or any part thereof; to obtain or vacate plats and adjust boundaries; to adjust differences in valuation on exchange or partition by giving or receiving consideration; to release or partially release real or tangible personal property from a lien; and to insert on any exhibit to this instrument the descriptions of any real or tangible personal property in which I may now have or hereafter acquire an interest.

12. **Delegate Investment Discretion.** To delegate investment discretion with respect to any of my property and assets to a third party or parties; and, if my attorney deems it appropriate or desirable, to pay such third party or parties for services.

13. **Incur Indebtedness.** To incur indebtedness in my name and execute any evidence thereof and give security therefor by way of pledge, mortgage or other form of hypothecation, including, without limitation, indebtedness incurred for any purpose upon any life insurance policies owned by me and to grant a security interest in any such policies; and no insurance company shall be under any obligation whatsoever to determine the need for such loan or the application of the proceeds by my attorney.



14. **Vote Securities and Represent My Interest in Property.** To vote at all meetings of the holders of any stock or securities of any incorporated or unincorporated company or association, and otherwise to act as my proxy or representative in respect of any shares of capital stock or indebtedness or other interest therein now held or which may hereafter be acquired by me therein or in respect to any general or limited partnership, joint venture, trust or estate in which I may have any beneficial interest.

15. **Represent My Interest in Any Business.** To engage in, continue, dispose of or terminate any business, including farming and timbering, as a partner (general or limited) or as a sole proprietor; to incorporate or join with others in incorporating any business, property or assets of mine; and to make changes from time to time, by organization, incorporation, sale, exchange, reorganization or dissolution of any character, in the style or form of the ownership or the conduct of any business or venture.

16. **Execute Proxies.** To execute proxies and to permit others to take any such action.

17. **Give Notice and Exercise Options.** To give any notices and exercise any options in my name.

18. **Employ Agents and Attorneys.** To employ other agents and attorneys, including attorneys at law, and pay them reasonable compensation.

19. **Endorse Securities or Other Legal Paper.** To endorse for transfer or redemption, in my name and on my behalf, any certificate of stock, promissory note, bond or other security or paper evidencing any interest in a corporation, association, partnership, joint venture, trust, mutual fund, regulated investment company, estate or other property.

20. **Enter Into Obligations and Pay Personal and Property Expenses for Me and Those Who Are Financially Dependent Upon Me.** To obligate me, and to pay, for all costs and expenses that my attorney may deem necessary for my health, maintenance, support, comfort, and general welfare, or the health, education and support of my spouse in my spouse's accustomed manner of living, and for the health, education (including college and professional education) and support of any lineal descendants of mine who are financially dependent on me, and to pay for all improvements, repairs, insurance, taxes, commissions, fees, salaries, wages and other expenses that my attorney may deem necessary or desirable to be paid for the maintenance of my home and any other residential or vacation properties owned by me or my spouse.

21. **Take Action and Exercise Powers As Grantor or Beneficiary of Trust or Estate.** To take any action which I might take or exercise any power which I might have as a grantor or beneficiary of any trust or estate (including, without limitation, disclaiming any interest I may have in any trust or estate, and withdrawing any income and/or principal from any revocable trust created prior to or after the execution of this power).



22. **Pay Existing Charitable Commitments.** To pay all pledges, subscriptions or other commitments, oral or written, which my attorney shall deem shall have been made by me (whether before or after execution hereof) to, or for the benefit of, any church or other religious organization, any educational organization, any community chest fund, or foundation or united appeal in which any such organization shall participate, any hospital and any other eleemosynary institution, whether or not the same shall be exempt under § 501(c)(3) of the United States Internal Revenue Code of 1986, as amended (the "Code").

23. **Make Additional Charitable Commitments.** To make pledges, subscriptions or commitments, oral or in writing, to or for the benefit of any church or other religious organization, any educational organization, any community chest fund or foundation or united appeal in which any such organization shall participate, any hospital and any other eleemosynary institution which my attorney may believe to be exempt under § 501(c)(3) of the Code, or be otherwise entitled to the benefit of any deduction allowed by § 170 of the Code, in amounts which shall, in the opinion of my attorney, correspond with the amounts which I have heretofore given or am currently giving, together with any increase therein which my attorney may determine I would have made had I been made acquainted with the facts which my attorney believes would justify any such increase.

24. **Make Gifts to Spouse.** To make gifts to my spouse that would qualify for a marital deduction under § 2523 of the Code, it being my intention that, if my attorney is my spouse, gifts may be made by my attorney to my attorney; provided, however, that if my attorney is my spouse, gifts to my spouse in any one calendar year shall be limited to an amount the greater of (1) an amount equal to twice the annual exclusion under § 2503(b) of the Code, and (2) the amount necessary to bring my spouse's estate up to the maximum amount that could be transferred by my spouse free of estate taxes because of the applicable exclusion amount under § 2010 of the Code and the state death tax credit under § 2011 of the Code (the "applicable exclusion amount"), but not to exceed an amount equal to the amount by which my estate exceeds the applicable exclusion amount.

25. **Make Annual Exclusion Gifts.** To make annual gifts up to an amount per person equal to the annual exclusion under § 2503(b) of the Code, or, in the event I am married at the time of such gifts, to make annual gifts up to an amount per person equal to twice the annual exclusion under § 2503(b) of the Code and to consent, with my spouse, to such gifts pursuant to § 2513 of the Code, with the limitation that such gifts under this power shall be made only to or for the benefit of any one or more of the following: my lineal descendants and any spouse of any lineal descendant of mine, it being my intention that, if my attorney is one of the foregoing persons, a gift may be made by my attorney to my attorney; provided, however, in making gifts to my attorney, my attorney is further limited each year to an amount equal to the sum of (1) the amount which would not be a release of a power of appointment under Section 2514(e) if my attorney failed to exercise the power given under this paragraph, and (2) the amount of the annual exclusion available to my attorney under Section 2503(b) of the Code.



26. **Make "Qualified Transfer" Gifts to Educational Institutions or for Medical Care.** To make gifts or transfers to educational institutions or for medical care which will constitute "qualified transfers" under § 2503(e) of the Code.

27. **Access Safekeeping.** To contract with any institutions for the maintenance of a safe deposit box or boxes in my name or in the name of my attorney for my account; to have access to all safe deposit boxes, safes or other means of keeping safe, securities, documents or other property, for any purpose for which my attorney may deem it desirable in order to exercise any power herein conferred on my attorney, whether or not authority for access to any such means of safekeeping shall have been theretofore given by me (either alone or jointly with others) to my attorney.

28. **Provide Representation in Tax Matters.** To represent me in all tax matters of every kind and description; to prepare, sign, and file federal, state, and/or local income, gift and other tax returns of all kinds, including joint returns, FICA returns, payroll tax returns, claims for refunds, requests for extensions of time, petitions to the United States Tax Court or other courts regarding tax matters, and any and all other tax related documents, including but not limited to consents and agreements under § 2032A of the Code or any successor section thereto and consents to split gifts, closing agreements and any power of attorney forms required by the Internal Revenue Service and/or any state and/or local taxing authority with respect to any tax year; to pay taxes due, collect and make such disposition of refunds as my attorney shall deem appropriate; to post bonds, receive confidential information and contest deficiencies determined by the Internal Revenue Service and/or any state and/or local taxing authority; to exercise any elections I may have under federal, state or local tax law; and generally to represent me or obtain professional representation for me in all tax matters and proceedings of all kinds and for all periods, before all officers of the Internal Revenue Service and state and local taxing authorities; to engage, compensate and discharge attorneys, accountants and other tax and financial advisers and consultants to represent and/or assist me in connection with any and all tax matters involving or in any way related to me or any property in which I have or may have any interest or responsibility.

29. **Exercise Certain Ministerial Functions as a Fiduciary.** To do any act for me in my capacity as executor of any will or as trustee of any trust, or in any other fiduciary capacity, which is necessary or desirable in the ordinary course of administration of any such estate or trust, and which may involve no more than the discharge of any duty absolutely imposed on me in any fiduciary capacity which must be certainly performed, such as the collection or endorsement of checks or disbursement of funds, etc., but which does not involve the exercise of any discretionary authority, the performance or exercise of which may not be delegated by me to any other person.

30. **Exercise and Release Powers of Appointment and Execute Disclaimers of Property.** To exercise, or release, powers of appointment, in whole or in part, and to execute and deliver a disclaimer(s) of property or right therein, in whole or in part, under § 2518 of the Code and the Uniform Disclaimers of Property Interests Act as set forth in § 43-8-91, et. seq., of the Code of Alabama (1975), as amended, or any other corresponding statute.



31. **Handle My Mail, Documents and Animals.** To open, read, respond to and redirect my mail; to represent me before the U.S. Postal Service in all matters relating to mail service; to establish, cancel, continue or initiate my membership in organizations and associations of all kinds; to take and give or deny custody of all of my important documents, including but not limited to my will, codicils, trust agreements, deeds, leases, life insurance policies, contracts and securities and to disclose or refuse to disclose such documents; to obtain and release or deny information or records of all kinds relating to me, any interest of mine or to any person for whom I am responsible; to house or provide for housing, support and maintenance of any animals or other living creatures that I may own and to contract for and pay the expenses of their proper veterinary care and treatment; and if the care and maintenance of such animals or other living creatures shall become unreasonably expensive or burdensome in my attorney's opinion, to irrevocably transfer such animals to some person or persons, organization or organizations, willing to care for and maintain them.

32. **Handle My Living Accommodations.** To do all acts necessary for maintaining my customary standard of living, to provide living quarters for me by purchase, lease or other arrangement, or by payment of the operating costs of my existing living quarters, including interest, amortization payments, repairs and taxes; to provide nurses and sitters and normal 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 or similar establishment; and if, in the judgment of my attorney, I will never be able to return to my living quarters from a hospital, hospice, nursing home, convalescent home or similar establishment, to lease, sublease or assign my interest as lessee in any lease or protect or sell or otherwise dispose of my living quarters (investing the proceeds thereof as my attorney deems appropriate) for such price and upon such terms, conditions and security, if any, as my attorney 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 shall deem appropriate or otherwise dispose of any items of tangible personal property remaining in my living quarters which my attorney believes I will never need again (and pay all costs thereof).

33. **Nominate Fiduciaries.** To nominate and/or petition for the appointment of my attorney or any person my attorney deems appropriate as primary, successor or alternate guardian, guardian ad litem or conservator or to any fiduciary office (all of such offices of guardian, et al., being hereinafter referred to as "Personal Representative") representing me or any interest of mine or any person for whom I may have a right or duty to nominate or petition for such appointment; to grant to any such Personal Representative all of the powers under applicable law that I am permitted to grant; and to waive any bond requirements for such Personal Representative that I am permitted by law to waive.

34. **Deal with Life Insurance Policies.** To make any decisions pertaining to any life insurance policies I own, including, without limitation, changing the owner or the beneficiary thereof, borrowing against the value of such policies, and converting or surrendering such policies; provided, however, my attorney shall have no power or authority whatsoever with respect to any interest I may own in any policy of insurance on the life of my attorney.



35. **Execute Legal Instruments.** For the purpose of exercising the aforesaid powers, or any of them, to execute, guarantee, endorse and deliver in my behalf all checks, notes, contracts, transfers, assignments, leases, releases, deeds, mortgages, powers of attorney and appointments of agents, and other legal instruments in writing, whether with or without covenants of warranty, and whether with or without seal, of whatsoever nature my attorney may deem advisable.

36. **Carry Out and Enforce Powers Granted Herein.** In connection with the exercise of the powers herein described, my attorney is fully authorized and empowered to perform any acts and things and to execute and deliver any documents, instruments, and papers necessary, appropriate, incident or convenient to such exercise or exercises, to seek on my behalf and at my expense, including, without limitation, the following:

a. a declaratory judgment from any court of competent jurisdiction interpreting the validity of any or all acts authorized by this instrument, but such declaratory judgment shall not be necessary in order for my attorney to perform any act authorized by this instrument;

b. a mandatory injunction requiring compliance with my attorney's instructions by any person, organization, corporation or other entity obligated to comply with instructions given by me; and

c. actual and punitive damages against any person, organization, corporation or other entity obligated to comply with instructions given by me who negligently or willfully fails or refuses to follow such instructions.

37. **Delegate to a Third Person Any of the Powers Granted Herein.** To delegate any or all of the powers I have granted herein to my attorney to a third person, upon such terms and conditions and for such duration as my attorney may deem appropriate from time to time, regardless of whether such powers constitute ministerial or discretionary powers, so that any third party selected by my attorney shall be authorized to act as "my attorney" hereunder just as if I had originally appointed such third person herein to perform the powers granted to such third person by my attorney; such delegation shall be done by a written instrument executed by my attorney that shall be attached as an exhibit to this durable power of attorney.

**Indemnity of Persons Relying Upon My Attorney.** For the purpose of inducing all persons, organizations, corporations and entities including but not limited to any physician, hospital, bank, broker, custodian, insurer, lender, transfer agent, taxing authority, governmental agency, or party to act in accordance with the instructions of my attorney given in this instrument, I hereby represent, warrant and agree that:

a. If this instrument is revoked or amended for any reason, I, my estate, my heirs, successors and assigns will hold any person, organization, corporation or entity (hereinafter referred to in the aggregate as "Person") harmless from any loss suffered, or liability



incurred by such Person in acting in accordance with the instructions of my attorney acting under this instrument prior to the receipt by such Person of actual notice of any such revocation or amendment;

b. The Powers conferred on my attorney by this instrument may be exercised by my attorney alone and my attorney's signature or act under the authority granted in this instrument may be accepted by Persons 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. Consequently, all acts lawfully done by my attorney hereunder are done with my consent and shall have the same validity and effect as if I were personally present and personally exercised the powers myself, and shall inure to the benefit of and bind me and my heirs, assigns and personal representatives;

c. No Person who acts in reliance upon any representations my attorney may make as to (i) the fact that my attorney's powers are then in effect, (ii) the scope of my attorney's authority granted under this instrument, (iii) my competency at the time this instrument is executed, (iv) the fact that this instrument has not been revoked, or (v) the fact that my attorney continues to serve as my attorney shall incur any liability to me, my estate, my heirs or assigns for permitting my attorney to exercise any such authority, nor shall any Person who deals with my attorney be responsible to determine or insure the proper application of funds or property; and

d. All Persons from whom my attorney may request information regarding me, my personal or financial affairs or any information which I am entitled to receive are hereby authorized to provide such information to my attorney without limitation and are released from any legal liability whatsoever to me, my estate, my heirs and assigns for complying with my attorney's requests.

**Lineal Descendants.** The term "lineal descendants" shall for all purposes of this power of attorney be deemed to include persons legally adopted. In addition, the term "lineal descendants" shall for all purposes of this power of attorney be deemed to include both persons of the blood of, and persons legally adopted by, legally adopted persons.

**Death.** My death shall not revoke or terminate this agency as to my attorney or any other person who, without actual 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.

**Amendment and Revocation.** This instrument may be amended or revoked by me, and my attorney may be removed by me at any time by the execution by me of a written instrument of revocation, amendment, or removal delivered to my attorney. If this instrument has been recorded in the public records, then the instrument of revocation, amendment or removal shall be filed or recorded in the same public records. My attorney may resign by the execution of a written resignation delivered to me or, if I am mentally incapacitated, by delivery to any person with whom I am residing or who has the care and custody of me.



**Unenforceable Provisions.** If any part of any provision 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 provision or the remaining provisions of this instrument.

**Governing Law.** 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, intangible or mixed, wherever and in whatever state of the United States or foreign country the situs 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.

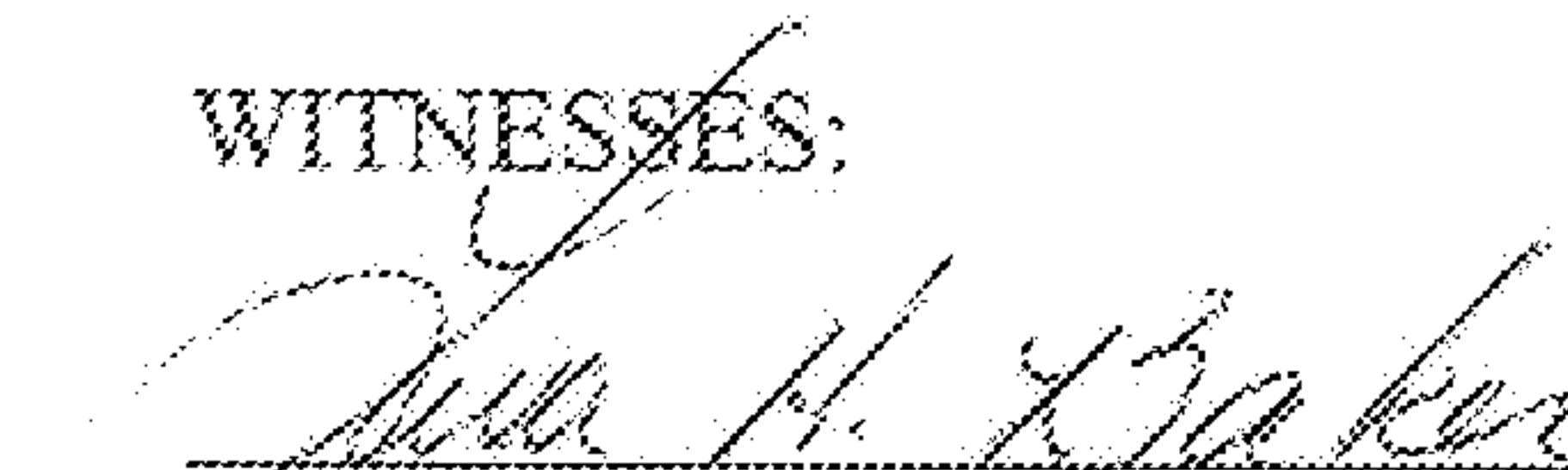
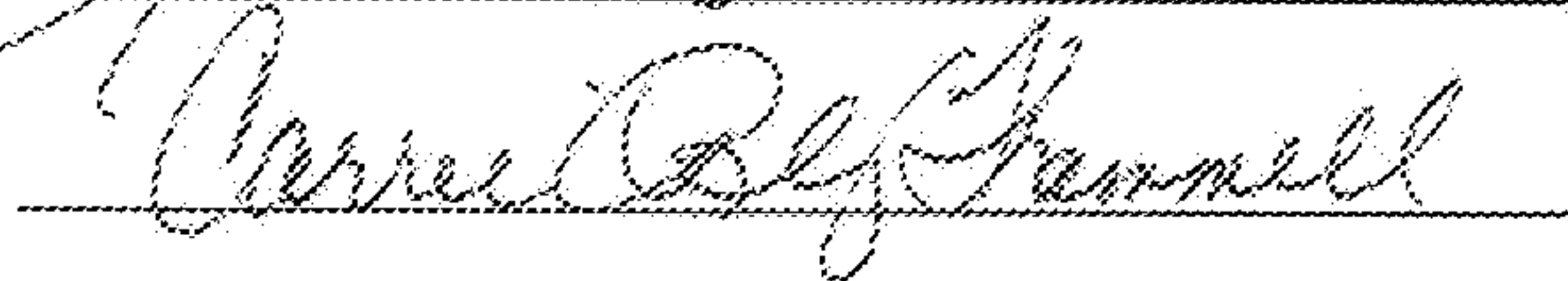
**Headings.** The headings describing the powers granted herein are for illustrative purposes only and are in no way meant to limit or otherwise circumscribe the powers set forth herein.

**Counterparts.** This instrument may be executed in multiple counterpart originals, and all such counterpart originals shall have equal force and effect. In addition, my attorney is authorized to make photocopies of this instrument as frequently and in such quantity as my attorney shall deem appropriate. All photocopies shall have the same force and effect as any original.

IN WITNESS WHEREOF, I have hereunto set my hand and seal on this the 7<sup>th</sup> day of August, 1998.

  
Jane S. Lewis

WITNESSES:

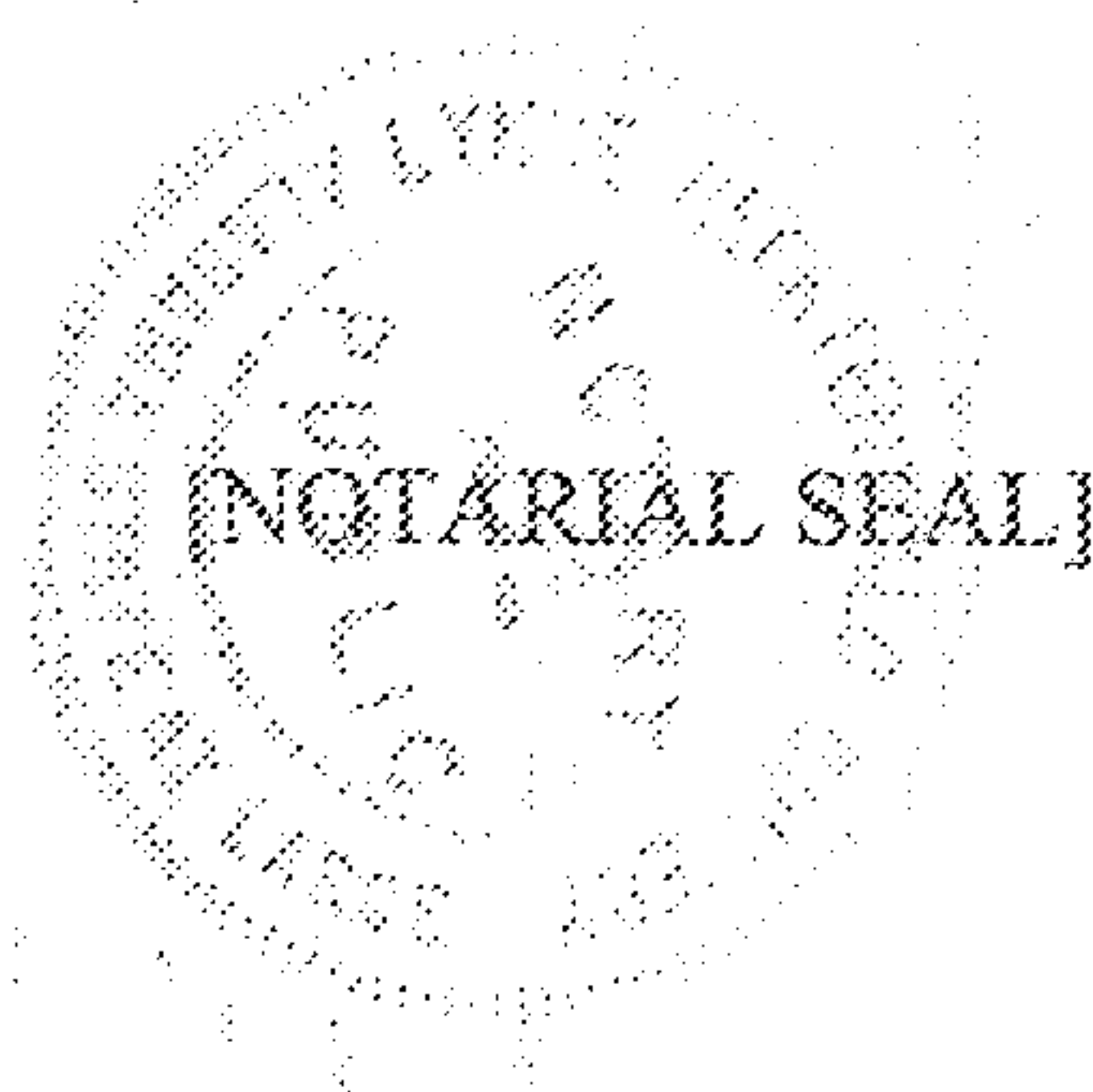


STATE OF ALABAMA )

COUNTY OF JEFFERSON )

I, a Notary Public in and for said county in said state, hereby certify that Jane S. Lewis, 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 of office this 7<sup>th</sup> day of August, 1998.



Lynne R. Connery  
Notary Public

My Commission expires January 4, 2001



Filed and Recorded  
Official Public Records  
Judge James W. Fuhrmeister, Probate Judge,  
County Clerk  
Shelby County, AL  
01/07/2016 10:48:53 AM  
\$44.00 CHERRY  
20160107000006370

James W. Fuhrmeister

This instrument prepared by  
Lynne R. Connery  
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