

STATE OF ALABAMA

COUNTY OF SHELBY

504

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS THAT I, James Kelly Ardrey, of the County and State aforesaid (hereinafter sometimes referred to as "The Principal"), do hereby name, nominate, constitute and appoint my wife, Louise L. Ardrey, of the County and State aforesaid, my true and lawful attorney (hereafter sometimes referred to as "The Agent"). My Agent is authorized in my Agent's sole and absolute discretion from time to time and at any time, as follows:

(1) to sell, convey or convert any and every kind of property that I may own now or in the future, real, personal, intangible and/or mixed, upon such terms and conditions and with such security as my Agent shall deem appropriate and to exchange such property for other property and to grant options with respect to sales thereof;

(2) to buy every kind of property, real, personal, intangible or mixed, upon such terms and conditions as my Agent shall deem appropriate; to obtain options with respect to such purchases;

(3) to invest and reinvest all or any part of my property 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, debentures, notes (secured

KENNEDY GOVINGTON LOBDELL & HICKMAN

ATTORNEYS AT LAW
THE GUARDIAN BUILDING
ONE LAW PLACE-SUITE 301
P. O. BOX 11429

ROCK HILL, S. CAROLINA 29731

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or unsecured stocks of corporations regardless of class, interest 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 of the open and/or closed fund types, and participation in common, collective or pooled trust 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 Agent; to establish, utilize and terminate savings and money market accounts with financial institutions of all kinds;

(4) with respect to real property that I may own now or in the future; to lease, sublease, release; to eject, remove and relieve tenants or other persons from, and recover possession of by all lawful means; to accept real property as a gift or as security for a loan; to collect, sue for, receive and receipt for rents and profits and to conserve, invest or utilize any and all of such rents, profits and receipts for the purposes described in this paragraph; 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 mortgage and/or convey by deed of trust or otherwise encumber any real property now or hereafter owned by me, whether acquired by me or for me by my Agent;

(5) with respect to personal property; to lease, sublease, and release; to recover possession of by all lawful means; to

collect, sue for, receive and receipt for rents and profits therefrom; to maintain, protect, repair, preserve, insure, alter or improve all or any part thereof; to mortgage and/or grant security interests in any personal property or intangibles now or owned by me, whether acquired by me or for me by my Agent;

(6) to exercise all rights with respect to corporate securities which I now own or may hereafter acquire, including the right to sell, grant security interests in and to buy the same or different securities; to establish, utilize and terminate brokerage accounts (including margin accounts); to vote at all meetings of security holders, regular or special;

(7) to demand, arbitrate, settle, sue for, collect, receive, deposit, expend for my benefit, reinvest or make such other appropriate disposition of as my Agent deems appropriate, all cash, rights to the payment of cash, property (real, personal, intangible and/or mixed), rights and/or benefits to which I am now or may in the future become entitled, regardless of the identity of the individual or public or private entity involved (and for purposes of receiving social security benefits, my Agent is herewith appointed my "Representative Payee"); to utilize all lawful means and methods for such purposes; to make such compromises, release, settlements and discharges with respect thereto as my Agent shall deem appropriate;

(8) to create and contribute to an IRA or employee benefit plan (including a plan for self-employed individuals) 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 and change beneficiary designations; to make voluntary contributions to such plans; to make "roll-overs" of plan benefits into other retirement plans;

(9) to establish accounts of all kinds, including checking and savings, for me with financial institutions of any kinds, including but not limited to banks, brokerage firms 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; to negotiate, endorse or transfer any checks or other instruments with respect to any such accounts;

(10) 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; to add to and remove from the contents of any such safe-deposit box and to terminate any and all contracts for such boxes;

(11) to institute, supervise, prosecute, defend, intervene in, abandon, compromise, arbitrate, settle, dismiss, and appeal from any and all legal, equitable, judicial or administrative hearings, actions, suits, proceedings, attachments, arrests or distresses, involving me in any way;

(12) to borrow money for my account upon such terms and conditions as my Agent shall deem appropriate and to secure such

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borrowing by the granting of security interests or mortgages in any property or interest in property, real or personal, which I may now or hereafter own; to borrow money upon any life insurance policies owned by me upon my life;

(13) to renounce and disclaim any property or interest in property or powers to which for any reason and by any means I may become entitled, whether by gift, testate or intestate succession;

(14) to insure my life or the life of anyone in whom I have an insurable interest; to continue life insurance policies now or hereafter owned by me on either my life or the lives of others; to pay all insurance premiums; to select any options under such policies; to purchase and/or maintain and pay all premiums for medical insurance covering me and/or any person I am obligated or may have assumed the obligation to support; to carry insurance of such kind and in such amounts as my Agent shall deem appropriate to protect my assets against any hazard and/or to protect me from any liability;

(15) to represent me in all tax matters; 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 tax court or other courts regarding tax matters, and any and all other tax related documents, with respect to any tax year between the years 1970 and 2020; to pay taxes due, collect and make such disposition of refunds as my

Agent shall deem appropriate; 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 between the years 1970 and 2020 before all officers of the Internal Revenue Service and state and local authorities;

(16) to do all acts necessary for maintaining my customary standard of living, to provide living quarters and normal domestic help for the operation of my household, to provide clothing, transportation, medical care, 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;

(17) to execute, seal and deliver any documents, instruments, and papers necessary, appropriate, incident or convenient to the exercise of any power granted herein, including without limitation deeds, notes, mortgages, checks, contracts, receipts and releases;

(18) to employ, compensate and discharge such domestic, medical and professional personnel including lawyers, accountants, doctors, nurses, brokers, financial consultants, advisors, consultants, companions, servants and employees as my Agent deems appropriate; and,

(19) to engage in, do and transact all and every kind of business that my said Agents may think proper.

In respect to the foregoing, the following provisions shall apply:

(1) I do hereby ratify all that my said Agent may lawfully do, or cause to be done, by virtue hereof, and this instrument shall take effect as of this date and shall be in full force and effect thereafter until revoked in writing as hereinafter set forth. All persons from whom my Agent may request information regarding me are hereby authorized to provide such information to my Agent without limitation and are released from any legal liability whatsoever for complying with my Agent's requests.

(2) This Power of Attorney shall not be affected by disability, incompetency, or incapacity of the principal.

(3) This instrument may be amended or revoked by me, and my Agent 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 Agent. 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 Agent 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.

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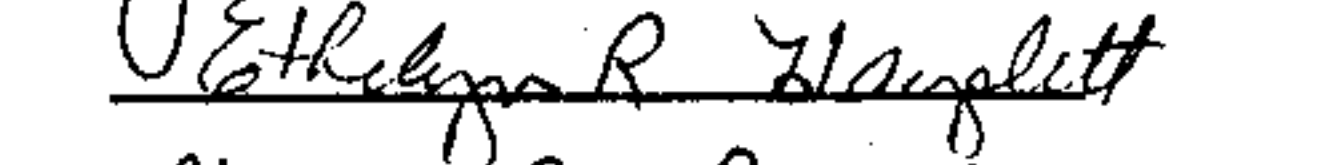
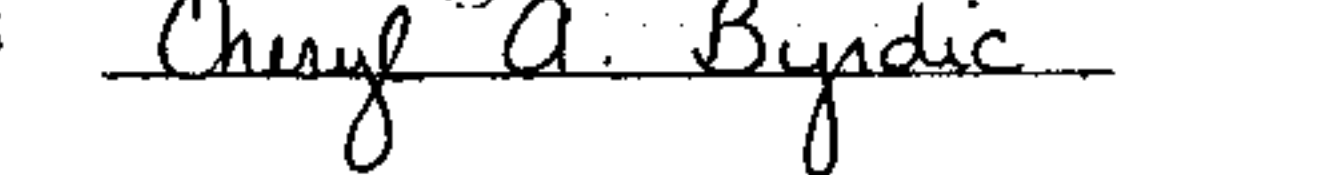
(4) My Agent shall be entitled to reimbursement for all reasonable costs and expenses actually incurred and paid by my Agent on my behalf under any provision of this instrument.

(5) My Agent is authorized to make photocopies of this instrument as frequently and in such quantity as my Agent shall deem appropriate. All photocopies shall have the same force and effect as any original.

IN WITNESS WHEREOF, I have executed this Power of Attorney this 14 day of December, 1987.


James Kelly Ardrey

Witnesses:

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STATE OF SOUTH CAROLINA
COUNTY OF YORK

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PROBATE

I, a Notary Public, within and for the State and County aforesaid, do hereby certify that the foregoing Power of Attorney was this day produced to me in said State and County by the Principal and was executed and acknowledged by the Principal to be the Principal's free act and voluntary deed.

WITNESS my signature this 14 day of December,
1987.

Cheryl A. Byrdie (L.S.)
Notary Public for S. C.
My Commission Expires: 4/10/97

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STATE OF SOUTH CAROLINA)
)
COUNTY OF YORK)

PROBATE

PERSONALLY appeared before me Ethelyn R. Hayslett and made oath that she was present and saw the within named James Kelly Ardrey sign, seal and as his act and deed deliver the foregoing Power of Attorney and that she with James C. Hardin III and Cheryl A. Byrdic witnessed the execution and delivery thereof.

SWORN to before me this 14
day of December, 1987.

Ethelyn R. Hayslett

Cheryl A. Byrdic (L.S.)
Notary Public for South Carolina

My Commission Expires: 4/10/97

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STATE OF ALA. SHELBY CO. 47
I CERTIFY THIS
INSTRUMENT WAS FILED

88 JAN 11 AM 8:30

Thomas A. Shivers, Jr.
JUDGE OF PROBATE

RECORDING FEES

Recording Fee \$ 25.00

Index Fee 1.00

TOTAL \$ 26.00