

STATE OF ALABAMA)
JEFFERSON COUNTY)

1377

DURABLE POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, that I, ELIZABETH G. LIVINGSTON, as principal ("Principal"), a resident of the State and County aforesaid, have made, constituted and appointed and by these presents do make, constitute and appoint, WILLIAM B. LIVINGSTON and EDWARD T. LIVINGSTON, as my true and lawful agents or attorneys in fact ("Agents") to do and perform each and every act, deed, matter and thing whatever in and about the estate, property and affairs as fully and effectually to all intents and purposes as I might or could do in my own proper person, if personally present, including, without limiting the generality of the foregoing, the following specifically enumerated powers which are granted in aid and exemplification of the full, complete and general power herein granted and not in limitation or definition thereof:

BOOK 219 PAGE 07

1. To forgive, request, demand, sue for, recover, elect, receive, hold all such sums of money, debts, dues, commercial paper, checks, drafts, accounts, deposits, legacies, bequests, devises, notes, interest, stock certificates, bonds, dividends, certificates of deposit, annuities, pension, profit sharing, retirement, social security, insurance and all other contractual benefits and proceeds, all documents of title, all property and property rights, and demands whatsoever, liquidated or unliquidated, now or hereafter owned by me, 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.

2. To buy, receive, lease as lessor, accept or otherwise acquire; to sell, convey, mortgage, grant options upon, hypothecate, pledge, transfer, exchange, quitclaim, or otherwise encumber or dispose of; or to contract or agree for the acquisition, disposal, or encumbrance of any property whatsoever or any custody, possession, interest, or right therein, for cash or credit and upon such terms, considerations and conditions as Agents shall think proper, and no person dealing with Agents shall be bound to see to the application of any monies paid.

✓ Courtney Mason

3. To take, hold, possess, invest or otherwise manage any or all of property or any interest therein; to eject, remove or relieve tenants or other persons from, and recover possession of, such property by all lawful means; and to maintain, protect, preserve, insure, remove, store, transport, repair, build on, raze, rebuild, alter, modify, or improve the same or any part hereof, and/or to lease any property for me or any benefits, as lessess, with or without option to renew; to collect, receive and receipt for rents, issues and profits of my property.

4. To invest and reinvest all or any part of my property in any property and undivided interests in property, wherever located, including bonds, debentures, notes, secured 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.

5. To make, receive and endorse checks and drafts, deposit and withdraw funds, acquire and redeem certificates of deposit, in banks, savings and loan associations or 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. To pay any and all indebtednesses of mine in such manner and at such times as Agents may deem appropriate.

7. To borrow money for any purpose, with or without security or on mortgage or pledge of any property.

8. To conduct or participate in any lawful business of whatsoever nature for me and in my name; execute partnership agreements and amendments thereto; incorporate, reorganize, merge, consolidate, recapitalize, sell, liquidate or dissolve any business; elect or employ officers, directors and agent, carry out the provision of any agreement for the sale of any business interest or the stock therein; and exercise voting rights with respect to stock either in person or by proxy, and to exercise stock options.

9. 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.

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

11. To execute any and all contracts of every kind of nature.

All used herein the term "property" includes any property, real or personal, tangible or intangible, wheresoever situated.

All conveyances, papers, instruments, documents or writings executed in my name and behalf by Agents shall be in such form and contain such provisions as shall be satisfactory to Agents.

The execution and delivery by Agents of any conveyance, paper, instrument or document in my name and behalf shall be conclusive evidence of Agents' approval of the consideration therefor, and of the form and contents thereof, and that Agents deem the execution thereof in my behalf necessary or desirable.

Any person, firm or corporation dealing with Agents under the authority of this instrument is authorized to deliver to Agents all considerations of every kind or character with respect to any transactions so entered unto by Agents and shall be under the duty or obligation to see to or examine into the disposition thereof.

Third parties may rely upon the representation of Agents as to all matters relating to any power granted to Agents, and person who may act in reliance upon the representation of Agents or the authority granted to Agents shall incur any liability to me or my estate as a result of permitting Agents to exercise any power. Agents shall be entitled to reimbursement for all reasonable costs and expenses incurred and paid by Agents on my behalf pursuant to any provisions of this Durable Power of Attorney, but Agents shall not be entitled to compensation for services rendered hereunder.

Notwithstanding any provision herein to the contrary Agents shall not satisfy any legal obligation of Agents out of any property subject to this Power of Attorney, nor may Agents exercise this power in favor of Agents, Agents' estate, Agents' creditors or the creditors of Agents' estate.

Notwithstanding any provision hereto to the contrary, Agents shall have no power or authority whatever with respect to (a) any policy of insurance owned by me on the life Agents, and (b) any trust created by Agents as to which I am a trustee.

DATA 219 PAGE 09

This Power of Attorney shall not be affected by disability, incompetency or incapacity of Principal.

Principal may revoke this Durable Power of Attorney at any time by written instrument delivered to Agents. The guardian of Principal may revoke this instrument by written instrument delivered to Agents.

IN WITNESS WHEREOF, I have executed this Durable Power of Attorney, and I have directed that photostatic copies of this Power be made, which shall have the same force and effects as an original.

DATED at Birmingham, Alabama, on the 12th day of August, 1988.

Elizabeth G. Livingston
ELIZABETH G. LIVINGSTON

STATE OF ALABAMA)
JEFFERSON COUNTY)

I, a Notary Public in and for said State and County hereby certify that Elizabeth G. Livingston, 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 the Durable Power of Attorney, she executed the same voluntarily on the day the same bears date.

Cathy S. Fox
NOTARY PUBLIC

My Commission Expires: 1-5-90

NOTARY PUBLIC
I CERTIFY THIS
INSTRUMENT WAS FILED

88 DEC 21 PM 3:01

Thomas H. Livingston Jr.
JUDGE OF PROBATE

1. Dead Tax \$ —
2. Mtg. Tax —
3. Recording Fee 10.00
4. Indexing Fee 2.00
TOTAL 12.00

BOOK 219 PAGE 10