

IRREVOCABLE DURABLE POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS:

THAT WE, DANIEL E. MILLER and DEANNA D. WHITLEY, husband and wife, of the County of Shelby, State of Alabama, have made, constituted and appointed and by these presents do make, constitute and appoint each of William C. Lortz, Vice President of ENTERPRISE RENT-A-CAR COMPANY, a Missouri corporation with its principal place of business in the County of St. Louis of the State of Missouri, and Jerome B. Spector, Assistant Vice President of said Enterprise Rent-A-Car Company (each of said William C. Lortz and Jerome B. Spector shall be referred to hereinafter individually as an "Agent" and collectively as the "Agents"), our true and lawful attorney for us (and for each of us as individuals), in our name and in our behalf (and in the name of and in behalf of each of us as individuals) in connection with certain real property in Shelby County, Alabama, and more particularly described in Schedule 1, attached hereto and incorporated herein (including all improvements thereon, the "Property").

We, as husband and wife and as individuals, hereby confer upon the Agents, and each of said Agents acting alone, full power and authority to do with regard to the Property, with the same force and effect for all intents and purposes as though we were acting for ourselves (or one of us was acting individually for himself or herself), hereby ratifying and confirming whatsoever any such Agent shall do by the authority hereof, all of the following:

- (1) to lease or rent the Property for such term and for such price as the Agent may deem right and proper;
- (2) to collect rents and other emoluments from the Property;
- (3) to pay taxes on the Property;
- (4) to negotiate and enter into such contracts and agreements and to expend sums necessary or desirable as determined by the Agent in its uncontrolled discretion for repairs, maintenance, insurance and upkeep of the Property;
- (5) to negotiate and enter into contracts for the sale of the Property for such price and on such terms as the Agent in its uncontrolled discretion may deem adequate and proper; to sell, exchange, grant or convey the Property with or without warranty; to mortgage, transfer in trust or otherwise encumber or hypothecate the Property to secure payment of a note or obligation;
- (6) to execute and deliver, as grantor, a warranty deed, or any other form of conveyance for the Property, to any grantee;

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- (7) to complete and deliver any warranty deed or any other form of conveyance for the Property which we have partially completed and executed as grantors;
- (8) to obtain any and all information concerning the Property or loans thereon as the Agent may deem necessary; and
- (9) to delegate any of such Agent's powers and/or to appoint a successor Agent or Agents hereunder, each such successor Agent to have all the rights, privileges and powers of the Agent hereunder, including without limitation this power of delegation and appointment.

THIS SHALL IN ALL RESPECTS CONSTITUTE A DURABLE POWER OF ATTORNEY AND THE AUTHORITY OF THE AGENT GRANTED HEREIN SHALL NOT TERMINATE IF ONE OR BOTH OF US SHOULD BECOME DISABLED OR INCAPACITATED. THIS DURABLE POWER OF ATTORNEY IS COUPLED WITH AN INTEREST IN THE PROPERTY AND THE AUTHORITY OF THE AGENT GRANTED HEREIN SHALL NOT TERMINATE UPON THE DEATH OF ONE OR BOTH OF US. THIS DURABLE POWER OF ATTORNEY IS IRREVOCABLE AND BINDING UPON US AND EACH OF US AS INDIVIDUALS, AND OUR RESPECTIVE HEIRS, PERSONAL REPRESENTATIVES, EXECUTORS, SUCCESSORS AND ASSIGNS.

This durable power of attorney shall be governed and construed in accordance with the Durable Power of Attorney Law of Missouri, as amended in 1989 and as it may hereafter be amended.

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.

IN WITNESS WHEREOF, we have hereunto set our hands this 6th day of SEPTEMBER, 1995.

Daniel E. Miller
DANIEL E. MILLER
Deanna D. Whitley
DEANNA D. WHITLEY

STATE OF N. Carolina
Wake)
COUNTY OF Wake) SS.

On this 6th day of September, 1995, before me personally appeared, **DANIEL E. MILLER** and **DEANNA D. WHITLEY**, husband and wife, to me known to be the persons described in and who executed the foregoing instrument, and acknowledged that they executed the same as their free act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first above written.

Laurea Q. Sexton
Notary Public

My Commission expires:

April 26, 1997

SCHEDULE 1

LEGAL DESCRIPTION

Lot 90, according to the Survey of Brook Highland, 3rd Sector, as recorded in Map Book 12, Page 64, in the Probate Office of Shelby County, Alabama.

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