

DURABLE POWER OF ATTORNEY

STATE OF ALABAMA

COUNTY OF JEFFERSON

12/02/1997-39109
10:47 AM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE

KNOW ALL MEN BY THESE PRESENTS, ~~that~~ I, Leah C. Sinclair,
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 Robert B. Sinclair as my true and lawful
agent or attorney in fact ("Agent") to do and perform each and every
act, deed, matter and thing whatsoever in and about my 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:

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 all 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 proceeding 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 Agent shall think proper, and no person dealing with Agent
shall be bound to see to the application of any monies paid.

3. To take, hold, possess, invest or otherwise manage any or all of my
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 thereof, and/or to lease any property for me or my
benefit, as lessee, with or without option to renew; to collect, receive
and receipt for rents, issues and profits of my property.

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4. To invest and reinvest all or 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, interests in limited partnerships, real estate or 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 funds 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 indebtedness of mine in such manner and at such times as Agent 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 agents; carry out the provisions 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 Agent to exercise this power.
11. To execute any and all contracts of every kind or nature.

As 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 Agent shall be in such form and contain such provisions as shall be satisfactory to Agent.

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

Any person, firm or corporation dealing with Agent under the authority of this instrument is authorized to deliver to Agent all considerations of every kind or character with respect to any transactions so entered into by Agent and shall be under no duty or obligation to see to or examine into the disposition thereof.

Third parties may rely upon the representation of Agent as to all matters relating to any power granted to Agent, and no person who may act in reliance upon the representation of Agent or the authority granted to Agent shall incur any liability to me or my estate as a result of permitting Agent to exercise any power. Agent shall be entitled to reimbursement for all reasonable costs and expenses incurred and paid by Agent on my behalf pursuant to any provisions of this Durable Power of Attorney, but Agent shall not be entitled to compensation for services rendered hereunder.

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

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 Agent. The guardian of Principal may revoke this instrument by written instrument delivered to Agent.

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

DATED at Birmingham, Alabama, on the 22nd day of November, 1997.

Leah C. Sinclair, Principal.

STATE OF ALABAMA)
COUNTY OF JEFFERSON)

I, a Notary Public in and for said State and County hereby certify that Leah C. Sinclair, 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.

GIVEN under my hand and seal of office, this 22 day of November, 1997.

Notary Public

Teronica Parryette

6/5/2000

(Notary Seal)

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