

STATE OF ALABAMA
COUNTY OF ETOWAH

GENERAL POWER OF ATTORNEY
(DURABLE)

KNOW ALL MEN BY THESE PRESENTS:

That I, RUBY B. THORNTON, a resident of Gadsden, Etowah County, Alabama, hereby appoint my son A. R. THORNTON, JR. (herein called "my attorney"), as my true and lawful agent and attorney, for me and in my name to perform any or all of the following acts with reference to any interest from time to time owned by me in property, real or personal, wherever located (herein called "property"), or other matters in which I from time to time may have a personal or financial interest:

1. To deposit in or withdraw from any bank, trust company, savings association, safe deposit company, broker or other depository or agent any moneys or other property and to examine or receive related records, including statements of account and canceled checks.

2. To rent safe deposit boxes in my name as depositories for my property, and to open and enter on my behalf any safe deposit box rented or held by me alone or jointly with others, at any time to deposit in such box and to remove from such box any part or all of the contents thereof, including any security or tangible personal property, as often and as freely as I could do if personally present, to cancel or modify the lease under which such box is rented and to surrender or exchange the same.

3. To retain, invest in, acquire by purchase, subscription, lease or otherwise, manage, sell at public or private sale, wholly or partly for cash or on credit, contract to purchase or sell, grant or exercise options to purchase, options to sell or conversion rights, assign, transfer, convey, deliver, endorse, exchange, pledge, mortgage, abandon, improve, repair, maintain, insure, lease for any term and otherwise deal with all property, and to release and waive any right of homestead therein, if any.

4. To enter upon and demand possession of, maintain, manage, improve, subdivide, resubdivide, raze, alter, dedicate, vacate, partition, release, lease or renew, amend or extend leases for any term, contract to make leases, grant options to lease or to purchase the whole or any part of the reversion, contract regarding the manner of fixing present or future rentals, grant easements or charges of any kind on or with respect to, and cultivate, irrigate and operate, all interests in real estate now or hereafter owned by me, including beneficial interest in any trust and leasehold interests, and related improvements, equipment and supplies, alone or with others, by general or limited partnerships, trust agreements, joint ventures, corporations, limited liability companies, associations, sharecrop agreements, leases, management

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or agency agreements, participation in government programs or otherwise.

5. To borrow money at interest rates then prevailing from any individual, bank or other source, and mortgage or pledge any property to any lender, including my attorney individually.

6. To determine my place of residence from time to time, to pay my ordinary household expenses, to arrange for and pay the costs of medical, dental, nursing, hospital, convalescent and other health care and treatment, including admission to hospitals, nursing homes, rest homes or other care facilities or institutions; to consent to treatment, and to make application for insurance, pension or employee benefits related to such health care and treatment, including, but not limited to, benefits under Social Security, Medicare and Medicaid; to obtain on my behalf copies of medical reports, summaries or other related information concerning me made or taken before or after the date of this instrument, including, but not limited to, records and/or communications, and to execute any written consents on my behalf for the disclosure of such records and communications under any provisions or act, referred to or defined by federal statute, statutes of any state of the United States or ordinances, rules or requirements of any local governmental municipality, authority or agency.

7. To demand, sue for, receive and otherwise take steps to collect or recover all debts, rents, proceeds, interest, dividends, annuities, securities for money, goods, chattels, bequests, income from property, damages and all other property to which I may be entitled or which are or may become due me from any person or organization; to commence, prosecute or enforce, or to defend, answer or oppose, contest and abandon all legal proceedings in which I am or may hereafter be interested; and to settle, compromise or submit to arbitration any accounts, debts, claims, disputes and matters now existing or which may hereafter arise between me and any other person or organization and to grant an extension of time for the payment or satisfaction thereof on any terms, with or without security.

8. To continue to carry, purchase, cancel or dispose of fire, casualty, property or income protection, medical, hospital, life, liability or other insurance and to pay any premiums thereof.

9. To sell and dispose of, as my attorney shall deem best, by private sale or otherwise, any shares of stock I now hold or may hereafter hold in any corporation, and any bonds or securities of the United States, any state, or any municipal corporations or private company, and to receive the consideration from the sale thereof, and for me and in my name to execute such transfers or assignments as shall be necessary to assign my said shares, bonds or securities to the purchaser or purchasers, and to pay any and all reasonable charges in connection with the handling of my securities.

10. To exercise in person or by general or limited proxy all voting and other rights, powers and privileges and to take all steps to realize all benefits with respect to stock or other securities including the power to enter into or oppose, alone or with others, voting trusts, mergers, consolidations, foreclosures, liquidations, reorganizations or other changes in the financial structure of any corporation.

11. To retain, continue, operate, manage, organize, acquire, invest in, terminate and dispose of, alone or with others, proprietorships, limited liability companies, corporations, limited or general partnerships, limited liability partnerships, joint ventures, land trusts and other business or property holding organizations under the laws of any jurisdiction; to lease, sell, purchase, or otherwise transfer any property to or from, make further investments in or advance or loan funds to, with or without security, and incur obligations on account of or for the benefit of, any such organization; and to employ any persons for such purposes and delegate to them such powers and discretion as my attorney considers advisable.

12. To undertake performance of any and all acts, whether or not otherwise specifically enumerated herein, including the sale of any property or the borrowing of any funds, which my attorney considers necessary or appropriate in order to purchase United States Treasury Bonds redeemable at par in payment of federal estate taxes; provided, however, that nothing herein shall be construed as requiring my attorney to acquire any such bonds.

13. To appear and represent me in regard to and to take all actions convenient or appropriate in connection with taxes imposed by any municipal, state, United States or foreign authority or government relating to any tax liability or refund, abatement or credit (including interest or penalties) due or alleged to be due from or to me or any other person or organization, association or trust for which I am responsible for the preparation, signing, executing, verifying, acknowledging or paying of any tax due or filing of a return or report, including without limitation federal or state income or gift tax, for the year 1999 and all subsequent years; and for such purposes to inspect or receive copies of any tax returns filed by or for me, reports, or other papers or documents, compromises, or adjustments of any and all claims, and to execute Internal Revenue Service Form 2848 and 2828-D, and any other forms required by the Internal Revenue Service or any other governmental agency from time to time in regard to the granting of powers of attorney, and to name my attorney or any other person as my attorney thereunder.

14. To prepare, draw, make, sign, seal, acknowledge, verify, discount, accept, endorse, with or without recourse on me, waive demand, notice and notice of protest, file and deliver on my behalf, any and all checks, options, orders, notes, drafts, overdrafts, certificates of deposit, bills of exchange, deeds, directions to land trustees, mortgages, leases, powers of sale, bonds (or indemnity or otherwise) and contracts,

transfers, assignments, proxies, agreements, receipts, releases, release deeds, composition agreements, discharges, income or real or personal tax returns or schedules, statements, claims of abatement, refund or credit, protests, requests (including requests for rulings from proper authorities), applications, waivers (including waiver of restrictions on the assessment or collection of any deficiency or additional tax), acceptances (including acceptance of any determination proposed determination of additional tax or overassessment or overpayment of tax, including interest and penalties), consents or waivers or agreements for a later determination and assessment and collection of taxes than is provided by applicable statutes of limitations, closing agreements (whether in respect of a tax liability or a specific matter or otherwise), petitions, pleadings, motions, stipulations, consents and any other papers, documents or writings or things, with or without guarantees, surety obligations, covenants, warranties, indemnifications, representations, power of substitution, affirmations or otherwise.

15. To appoint and employ, with or without compensation, any accountants, attorneys at law, investment counsel, agents, servants or other persons, including their agents and associates, and to dismiss or discharge the same and to appoint or employ any others in their stead as my true and lawful attorneys, to appear and represent me as to all matters covered by this power of attorney, or for any other purpose, including, but not limited to, appearances before the Treasury Department of the United States, the Tax Court of the United States, the United States Court of Claims, or any other court of the United States or the District of Columbia, or any state, municipal or foreign court, and any department or official of the United States government or any state, municipal or foreign government; with full power and authority to such agents and attorneys to do any and all acts convenient or appropriate in connection with such matters, including the specific acts described above, and to substitute attorneys and agents subsequent to the date of such appointment and prior to any revocation thereof, and to delegate and revoke the authority so granted to them.

16. To pay, as my attorney shall think fit, any debts or interest payable by me, or taxes, assessments and expenses due and payable or to become due and payable for my use and benefit or for the use and benefit of any person whom I have a legal obligation to support.

17. To transfer, assign and convey any property or interest in property which I may own to any trust of which I am a beneficiary and under the terms of which I expressly have the power, exercisable alone or with others, to amend or revoke such trust, whether such trust was created before or after the execution of this power of attorney.

18. To execute qualified disclaimers pursuant to federal and state law with

respect to any interest in property of which I am the recipient, legatee, donee, or transferee.

19. To pay my pledges to and make such gifts as I have regularly made to charitable organizations described in Section 170(c) of the Internal Revenue Code, as amended, or corresponding provisions of any subsequent federal tax law ("Code") and to make inter vivos gifts to persons, including any attorney acting hereunder, or his or her lineal descendants, or for their benefit, regardless of whether or not any such gift will qualify for the federal gift tax annual exclusion described in Section 2503(b) of the Code, as amended, and to pay any gift taxes thereon.

20. To (i) conduct environmental assessments, audits, and site monitoring to determine compliance with any environmental law or regulation thereunder; (ii) take all appropriate remedial action to contain, clean up or remove any environmental hazard including a spill, release, discharge or contamination, either on its own accord or in response to an actual or threatened violation of any environmental law or regulation thereunder; (iii) institute legal proceedings concerning environmental hazards or contest or settle legal proceedings brought by any local, state, or federal agency concerned with environmental compliance, or by a private litigant; (iv) comply with any local, state or federal agency order or court order directing an assessment, abatement or cleanup of any environmental hazards; and (v) employ agents, consultants and legal counsel to assist or perform the above undertakings or actions.

21. Finally (without prejudice to and in enlargement of the authority above conferred) to execute each and every instrument, undertake each and every obligation, and to take from time to time any and all action of whatsoever nature and with relation to any matters whatsoever, whether or not specifically mentioned herein, and to exercise in respect thereto as full and complete power and discretion as I myself might or could do.

I also grant my attorney full authority to make decisions for me regarding my health care. I intend that my attorney have, and be able to exercise, the broadest powers for making health care decisions that I myself have by law, including, but not limited to, the following:

- A. To consent, refuse, or withdraw consent to any and all types of medical care, treatment, surgical procedures, diagnostic procedures, medication, and the use of mechanical or other procedures that affect any bodily function, including (but not limited to) artificial respiration, nutritional support and hydration, and cardiopulmonary resuscitation;
- B. To have access to medical records and information to the same extent that I am entitled to, including the right to disclose the contents to others;

- C. To authorize my admission to or discharge (even against medical advice) from any hospital, nursing home, residential care, assisted living or similar facility;
- D. To contract on my behalf for any health care related service or facility on my behalf, without my attorney incurring personal financial liability for such contracts;
- E. To employ and discharge medical, social service, and other support personnel responsible for my care;
- F. To authorize, or refuse to authorize, any medication or procedure intended to relieve pain, even though such use may lead to physical damage, addiction, or hasten the moment of (but not intentionally cause) my death;
- G. To make anatomical gifts of any or all of my body organs for medical purposes, authorize an autopsy, and provide for the disposition of my remains, to the extent permitted by law;
- H. To take any other action necessary to do what I authorize here, including (but not limited to) granting any waiver or release from liability required by any hospital, physician, or other health care provider; signing any documents relating to refusals of treatment or the leaving of a facility against medical advice, and pursuing any legal action in my name, and at the expense of my estate to force compliance with wishes as determined by my Attorney, or to seek actual or punitive damage for the failure to comply;
- I. Withdrawing consent to intervention already in use, whether started with my or my Attorney's consent, or started without my or my attorney's consent (for example, treatment started in emergency circumstances if I was incapacitated, my Attorney was not available to consent and neither my Attorney, nor I, when able to make my own decisions, had previously refused consent to the particular treatment).

The powers granted above include the following powers:

- J. With respect to any life-sustaining treatment, I direct the following: I do not want my life to be prolonged nor do I want life-sustaining treatment to be provided or continued if my attorney believes the burdens of the treatment outweigh the expected benefits. I want my attorney to consider the relief of suffering, the expense involved and the quality as well as the possible extension of my life in making decisions concerning life-sustaining treatment.

K. With respect to nutrition and hydration provided by means of a nasogastric tube or tube into the stomach, intestines, or veins, I wish to make clear that I intend to include these procedures among the "life-sustaining procedures" that may be withheld or withdrawn under the conditions given above.

My attorney shall exercise or fail to exercise the powers and authorities granted herein in each case as my attorney, in my attorney's own absolute discretion, deems desirable or appropriate under existing circumstances. I hereby ratify and confirm as good and effectual, at law or in equity, all that my attorney, and any agents and attorneys appointed by my attorney, and their agents, associates and substitutes, may do by virtue thereof. However, despite the above provisions, nothing herein shall be construed as imposing a duty on my attorney to act or assume responsibility for any matters referred to above or other matters, even though my attorney may have power or authority hereunder to do so.

If any power or authority hereby sought to be conferred upon my attorney should be invalid or unexercisable for any cause or not recognized by any person or organization dealing with my attorney, the remaining powers and authorities given to my attorney hereunder shall nevertheless continue in full force and effect.

This power of attorney shall remain in full force and effect and shall not be affected by disability, incompetency, or incapacity of the principal, it being my intention that the power granted herein shall continue without interruption until my death unless previously revoked by me or as otherwise provided by law.

Any person dealing with my attorney may rely without inquiry upon his certification that this power of attorney has not been revoked.

I expressly agree that all acts done hereunder in good faith by my attorney or by any party with whom my attorney has dealt pursuant to this power of attorney prior to the receipt by my attorney of actual notice of revocation of this authority, whether by my death or otherwise, shall be binding upon me and upon my heirs and legal representatives.

No person relying upon this power of attorney in good faith and without actual notice of revocation of this authority shall incur any liability to me or my estate as a result of permitting my attorney to exercise any power or discretion on my behalf granted herein, nor shall any person dealing with my attorney be required to see to the application and disposition of any moneys, stocks, bonds, securities or other property paid to or delivered to my attorney, or my attorney's substitute, pursuant to the provisions hereof.

If I am not survived by my said son or if he survives me but ceases for any reason to serve hereunder as my attorney-in-fact, then I hereby appoint daughter, LUCY NELL THORNTON MILES, to act as my attorney-in-fact hereunder, with all of the powers and authority herein granted to my original attorney-in-fact.

I expressly state that in establishing this power of attorney I intend for it to be in lieu of any guardianship or conservatorship proceedings in any court of law which, absent this instrument, might be necessary for my protection or for the conduct of my affairs. However, if for any reason it is ever determined by competent authority that such guardianship or conservatorship, or both, are proper to my circumstances, then I nominate my then-serving attorney(s)-in-fact to serve as my guardian(s) or conservator(s).

This power of attorney shall be governed by the laws of the State of Alabama and shall be effective from and after the date of execution hereof.

Reproductions of this executed original (with reproduced signature and the certificate of acknowledgment) shall be deemed to be original counterparts of this power of attorney.

The following provisions of this power of attorney are supplemental to and in addition to each of the above and foregoing provisions. Each of the above and foregoing provisions and all of the following supplemental and additional provisions of this power of attorney are addressed to any and all securities brokerage firms, banks and other financial institutions, insurance companies, and any other persons, firms, or corporations through whom or which I have made or in the future will make investments for my own account or accounts or for the accounts of others. I hereby specifically declare that my attorney(s)-in-fact hereinabove designated, appointed, and empowered shall have full and unlimited power and authority to act for me and in my behalf in all matters in connection with my account or accounts with any such brokerage firms, etc., however such account or accounts are designated, and whether presently opened or hereafter opened, with the same force and effect as I myself might or could. Without limitation of the foregoing general authority, I specifically authorize and empower my said attorney(s)-in-fact:

(a) to effect purchases and sales (including short sales), to subscribe for and to trade in stocks, bonds, options, or other securities, or limited partnership interests or investments and trust units, whether or not in negotiable form, issued or unissued, foreign exchange, commodities, and contracts relating to same (including commodity futures), on margin or otherwise, for my account(s) and risk;

(b) to deliver to any brokerage firm, etc., securities for my account(s), and to instruct and deliver securities from my account(s) to them or to others, and in such name and form as they may direct;

(c) to instruct any brokerage firm, etc., to make payment of moneys from my account(s) with said brokerage firm, etc., and to receive and direct payments therefrom payable to them or to others;

(d) to sell, assign, endorse and transfer any stocks, bonds, options or other securities of any nature, at any time standing in my name and to execute any documents necessary to effectuate the foregoing;

(e) to receive statements of transactions made for my account(s);

(f) to approve or confirm the same, to receive any and all notices, calls for margin, or other demands with reference to my account(s); and

(g) to make any and all agreements with any brokerage firm, etc., with reference thereto for me and in my behalf.

Any said brokerage firm, etc., is accordingly authorized and empowered to follow the instructions of my said agent and attorney(s)-in-fact in every respect concerning my account(s) with any such brokerage firm, etc., and I hereby ratify and confirm any and all transactions, trades or dealings effected in and for my account(s) by my agent and attorney(s)-in-fact, and agree to indemnify any said brokerage firm, etc., and hold it free and harmless of any loss, liability, or damage by reason of any such transactions, or by reason of any other matter or thing done by any said brokerage firm, etc., in and for my account(s) pursuant to instruction received from my said attorney(s)-in-fact.

This power of attorney, authorization and indemnity is in addition to (and in no way limits or restricts) any and all rights which any such brokerage firm, etc., may have under any other agreement or agreements between said brokerage firm, etc., and me, and shall inure and continue in favor of any such brokerage firm, etc., its successors, by merger, consolidation or otherwise, and assigns.

This power of attorney and authorization shall continue in full force and effect, and any said brokerage firm, etc., its successors and assigns shall be indemnified in relying thereon, until it shall receive written notice of revocation thereof, signed by me; or in the event of the termination thereof by my death until it shall have received actual notice thereof, and such revocation or termination shall in no way affect the validity of this power and my liability under the indemnity herein contained, with reference to any transaction initiated by my agent and attorney(s)-in-fact, prior to the actual receipt by said brokerage firm, etc., of notice of such revocation or termination, as above provided.

To induce any transfer agent or other third party to act hereunder, I hereby agree that any transfer agent or third party receiving a duly executed copy or facsimile of this instrument may act hereunder, and that revocation or termination hereof shall be ineffective as to such transfer agent or other third party unless and until actual notice or knowledge of such revocation or termination shall have been received by such transfer agent or other third party, and I for myself and for my heirs, personal representatives, and assigns, hereby agree to indemnify and hold harmless any such transfer agent or other third party from and against any and all claims that may arise against such transfer agent or other third party by reason of such third party having relied on this instrument.

My agent and attorney(s)-in-fact is authorized to sign, endorse, sell, assign or transfer any stocks, bonds, options, certificates of indebtedness or certificate which evidences other securities of

any nature at any time standing in my name and to execute any documents necessary or proper to effectuate the foregoing.

I have read carefully the provisions of this power of attorney and understand that it authorizes my agent and attorney(s)-in-fact, herein named, to exercise all rights and powers with respect to my accounts with said brokerage firm, etc., which I personally might exercise, and I understand that anything he or she may do in the exercise of such rights and powers is fully binding upon me.

IN WITNESS WHEREOF, I have hereunto set my hand and seal on this February 19, 1999.

Ruby B. Thornton
RUBY B. THORNTON

STATE OF ALABAMA
COUNTY OF ETOWAH

I, the undersigned, a Notary Public in and for said County and State, hereby certify that RUBY B. THORNTON, whose name is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, she executed the same voluntarily, on the day the same bears date.

Given under my hand and official seal of office, this February 19, 1999.

[Signature]
Notary Public, State of Alabama
My Commission Expires: 10-31-1999

ACCEPTANCE OF APPOINTMENT AS ATTORNEY


The undersigned Attorney (whether one or more persons) hereby accepts the above and foregoing appointment as Attorney for RUBY B. THORNTON, as of the date thereof.

A. R. Thornton, Jr.
A. R. THORNTON, JR.

Lucy Nell Thornton Miles
LUCY NELL THORNTON MILES

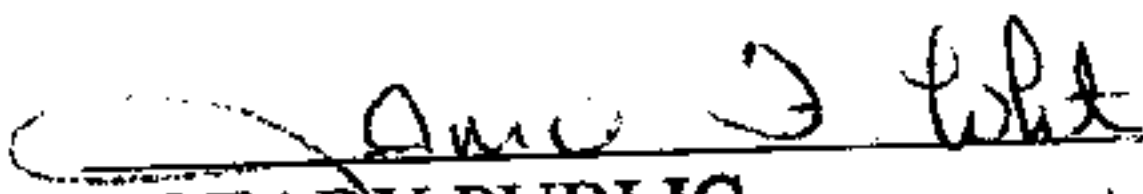
STATE OF ALABAMA
COUNTY OF ETOWAH

On February 19, 1999, the said A. R. THORNTON, JR., known to me to be the person named in the foregoing instrument, personally appeared before me, a Notary Public in said County and State, and acknowledged that he executed the same freely and voluntarily for the purposes stated therein.


NOTARY PUBLIC
My Commission Expires: 10-31-1999

STATE OF
COUNTY OF

On Feb. 23, 1999, the said LUCY NELL THORNTON MILES, known to me to be the person named in the foregoing instrument, personally appeared before me, a Notary Public in said County and State, and acknowledged that she executed the same freely and voluntarily for the purposes stated therein.


NOTARY PUBLIC
My Commission Expires: 3/28/99

This Instrument Prepared By:

W. Roscoe Johnson, III, Attorney at Law
Inzer, Haney, Johnson & McWhorter, P.A.
P.O. Drawer 287
Gadsden, AL 35902-0287
(256) 546-1656

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