

STATE OF ALABAMA

SHELBY COUNTY

DURABLE POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That I, Patricia Stomps Clay, as principal ("Principal"), a resident of the State and County aforesaid, have made, constituted and appointed by these presents do make, constitute and appoint my husband, James Norman Clay, 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, collect, 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 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 Agent shall think proper, and no person dealing with Agent shall be bound to see the application of my 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.

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, interests in limited partnerships, real estate or any interest in real estate whether or not productive at the time of investment, interests in trusts,

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investment trusts, whether of the open and 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 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 tax returns, state or federal, of any kind or nature and to negotiate with any and all taxing authorities, and to compromise any disputes which may arise with any state or federal agency.

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.

12. To withdraw funds, assets, all or any part of the income or corpus of trusts in banks, savings and loan associations or other institutions, to execute releases, receipts, discharges or other agreements as may be necessary or proper in the exercise of the rights and powers herein granted.

13. To apply for a Certificate of Title upon, and endorse and transfer title thereto, for any automobile, truck, pickup, van, motorcycle or other motor vehicle, and to represent in such transfer assignment that the title to said motor vehicle is free and clear of all liens and encumbrances except those specifically set forth in such transfer assignment.

14. To exercise, or release Powers of Appointment in part or all and to execute a Disclaimer(s) under the Uniform Disclaimers of Property Interests Act (Acts 1981, No. 81-156, p.

179, Sec. 1) and reported in Code of Alabama, 1975, Section 35-17-1, et seq., in whole or in part the right to receive any portion or interest therein. This right to disclaim can also be allowed under any other statute which might be applicable or additional to the one cited herein.

15. To continue such policies as I own, to cash out or cancel them, to change the beneficiary(ies) and to purchase more life insurance policies on my life or any other person permissible under the laws of the state wherein that person lives.

16. To borrow on or against the cash surrender value of any life insurance policy issued on my life; and to sign or execute such forms as said insurance companies may require for such loans.

17. In the event of my incapacity or incompetency, to provide medical attention and services for me including choice of a physician; choice of a hospital or nursing home; the unrestricted power to determine upon the advice of a physician whether I am in need of surgery, and at the sole discretion of Agent to authorize or withhold such surgery; also to provide such other care, comfort, maintenance and support as Agent may determine; and to make any and all other decisions regarding medical treatment.

I hereby grant to my Agent full power and authority to make health care decisions for me to the same extent that I could make such decisions for myself if I had the capacity to do so. In exercising this authority, my Agent shall make health care decisions that are consistent with my desires as stated in this document or otherwise made known to my Agent, including, but not limited to my desires concerning obtaining or refusing or withdrawing life-prolonging care, treatment, services and procedures.

I hereby authorize all physicians and psychiatrists who have treated me, and all other providers of health care including hospitals to release to my Agent all information contained in my medical records which my Agent may request. I hereby waive all privileges attached to physician-patient relationship and to any communication, verbal or written, arising out of such a relationship. My Agent is authorized to request, receive and review any information, verbal or written, pertaining to my physical or mental health, including medical and hospital records, and to execute any releases, waivers or other documents that may be required in order to obtain such information, and to disclose such information to such persons, organizations and health care providers as my Agent shall deem appropriate. My Agent is authorized to employ and discharge health care providers including physicians, psychiatrists, dentists, nurses and therapists as my Agent shall deem appropriate for my physical, mental and emotional well-being. My Agent is also authorized to pay reasonable fees and expenses for such services contracted.

My Agent is also authorized to apply for my admission to a medical, nursing, residential or other similar facility, execute any consent or admission forms required by such facility and enter into agreements for my care at such facility or elsewhere during my lifetime. My Agent is authorized to arrange for and consent to medical, therapeutical and surgical procedures for me including the administration of drugs. The power to make health care decisions for me shall include the power to give, consent, refuse consent or withdraw consent to any care, treatment, service or procedure to maintain, diagnose or treat a physical or mental condition.

I reserve unto myself the right to revoke the authority granted to my Agent hereunder to make health care decisions for me by notifying the treating physician, hospital or other health care provider orally or in writing. Notwithstanding any provision herein to the contrary, I retain the right to make medical and other health care decisions for myself as long as I am able to give informed consent with respect to a particular decision.

18. To make gifts and in particular to take advantage of the \$10,000.00 annual exclusion under Federal Gift Tax Law.

19. To fund any inter vivos trust whether previously funded or unfunded.

20. To refrain from voting or to vote shares of stock owned by Principal and to exercise all the rights, powers and privileges of an owner in respect to any securities constituting Principal's property.

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 said Agent shall be in such form and contain such provision 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 therefor, 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.

The estate of Principal shall hold harmless and indemnify Agent from any and all liability for acts done in good faith.

Agent shall be entitled to reimbursement for all reasonable costs and expenses actually incurred and paid by Agent on my behalf pursuant to any provision of this Power of Attorney, but Agent shall not be entitled to compensation for services hereunder.

In the event that Agent shall become unable or unwilling to serve or to continue to serve, the Agent may resign by delivering to me in writing a copy of his resignation and recording the original in the public records of the appropriate county. Upon such resignation and recording, Agent shall thereupon be divested of all authority under this Power of Attorney.

This Durable Power of Attorney specifically authorizes my attorney-in-fact (James Norman Clay) to utilize all of my assets or any portion or portions thereof to pay for his support, maintenance and general welfare, to pay any or all of his creditors and any and all of his indebtedness of whatsoever kind and character.

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

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, and I have directed that photostatic copies of this power be made, which shall have the same force and effect as an original, on this the 3RD day of NOVEMBER, 1999.

WITNESS:

Sherry Lyles
Christopher J. Sibell

Patricia Stomps Clay
Patricia Stomps Clay

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STATE OF ALABAMA

SHELBY COUNTY

Before me, the undersigned authority, a Notary Public, in and for said County, in said State, on this the 3RD day of NOVEMBER, 1999, personally appeared Patricia Stomps Clay to me known to be the identical person who executed the within and foregoing Durable Power of Attorney and acknowledged to me that she executed the same as her free and voluntary act and deed for the uses and purposes set forth therein.

Patricia H. Boone
Notary Public