

STATE OF ALABAMA

COUNTY OF SHELBY

**DURABLE POWER OF ATTORNEY**

I, **SCOTT WILLIAM CHIEVES**, of Shelby County, Alabama, being over the age of nineteen (19) years, do hereby appoint my wife, **KATE MUSGROVE CHIEVES**, with full power of substitution, as my true and lawful agent and Attorney-in-Fact. If my wife should be unable (e.g., by reason of incapacity, illness, disability, incompetency, or death) or unwilling to serve as my Attorney-in-Fact, I do hereby appoint my father-in-law, **JAMES G. (REX) MUSGROVE, III**, with full power of substitution, as my true and lawful agent and Attorney-in-Fact. If my father-in-law should be unable (e.g., by reason of incapacity, illness, disability, incompetency, or death) or unwilling to serve as my Attorney-in-Fact, I do hereby appoint my mother-in-law, **LOXIE M. MUSGROVE**, with full power of substitution, as my true and lawful agent and Attorney-in-Fact. Hereinafter when I say "my attorney," I mean the person(s) named herein, or any substitute appointed by such person(s). I hereby grant to my attorney or attorneys, as the case may be, full power and authority to act for me in my name and to perform any or all of the acts provided herein with reference to or in respect of my interest whenever owned by me in property, real or personal, wherever located, or other matters in which I from time to time may have a proprietary or financial interest.

**ARTICLE I**

**PROVISIONS REGARDING MY INCOMPETENCE, INCAPACITY OR DISABILITY**

**Section 1.01. Durable Power of Attorney. DURING THE LIFE OF MY WIFE:** This power of attorney is a durable power of attorney as contemplated under Section 26-1-2, Code of Alabama, 1975. This power of attorney shall remain in full force and effect and shall not be affected by my disability, incompetency or incapacity. It is my intent that the power granted herein shall continue without interruption until my death unless previously revoked by me. Any person dealing with my attorney may rely without inquiry upon the certification of my attorney that this power of attorney has not been revoked.

**AFTER MY WIFE IS UNABLE OR UNWILLING TO ACT AS MY ATTORNEY-IN-FACT:** I intend this appointment to be the creation of a durable power of attorney under the Alabama Durable Power of Attorney Act, Section 26-1-2, Code of Alabama, 1975, as the same should be amended from time to time, for my Attorney-in-Fact to make the decisions set forth herein and to become effective upon my attending physician's determination that I am no longer able to direct my financial affairs because of my disability, incapacity, or incompetency. My disability, incompetency, or incapacity shall be defined as a physical or mental condition, which renders me incapable of giving directions to my health care providers regarding my medical treatment, as determined by the sole opinion of my attending physician. If or when I recover

from any disability, incompetency or incapacity, which activated this power of attorney, the powers granted hereby shall be terminated, until such time as my attending physician again determines that I suffer from disability, incompetency or incapacity. The determination as to whether or not I have recovered from my disability, incompetency or incapacity shall be made by and within the sole discretion of my attending physician.

**Section 1.02. Nomination of Guardian, Curator, or Other Fiduciary in the Event of Judicial Proceedings.** In the event that judicial proceedings are commenced by any person after the date of my execution of this instrument for the purpose of obtaining a judicial finding as to my disability, incompetency or incapacity and/or for the purpose of conservation, custody and management of my estate or any property owned by me, then, in that event, in accordance with the permissive provisions of Section 26-1-2(c)(2), Code of Alabama, 1975, I hereby nominate and appoint **KATE MUSGROVE CHIEVES**, to serve as such guardian, curator, or fiduciary without requirement of any bond, or, if any be required, in the lowest possible amount. In the event of such judicial proceedings, I pray the court will honor this nomination by the judicial appointment of such person(s).

## ARTICLE II

### **GENERAL AND SPECIFIC POWERS**

**Section 2.01. General Powers.** I intend, and do, hereby grant to my attorney through this instrument the general power to do or perform any act and to transact any business with respect to any property, real or personal, wherever located (herein called "property") which I may own or in which I may have any proprietary or financial interest, as fully as I might perform or transact if personally present.

**Section 2.02 Specific Powers.** In no way intending to limit the general power and authority granted to my attorney in Section 2.01 hereof, but for purposes of specifically enumerating and illustrating the authority of my attorney to act for me and in my behalf with respect to the matters contained herein, I grant to my attorney the specific power to do the following:

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

(b) **Custody and Possession of Property; Authority to Contract, Lease, Etc.** To enter upon and demand possession of, maintain, manage, subdivide, resubdivide, improve, raze, alter, dedicate, vacate, partition, release, lease or renew, contract to make leases, extend or amend



leases for any term, grant options to purchase or lease the whole or any part of the reversion, contract regarding the manner of fixing present or future rentals, grant charges or easements of any kind on or with respect to, and operate, cultivate, and irrigate all interests in real estate now or hereafter owned by me, including beneficial interests in any leasehold and trust interests, and related improvements, supplies and equipment, alone or with others, by lease, management, agency, sharecrop or trust agreement, general or limited partnerships, corporations, associations, joint ventures, participation in government programs or otherwise.

(c) **Disposal or Operation of Property or Business Interests.** To organize, operate, acquire, manage, retain, continue, invest in, terminate and dispose of, alone or with others, proprietorships, general or limited partnerships, joint ventures, corporations, land trusts and other business or property holding organizations under the laws of any jurisdiction; to sell, purchase, lease or otherwise transfer any property to or from, make further investments in or loan or advance 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 discretions as my attorney considers advisable.

(d) **Execution and Delivery of Various Contracts, Notes and Other Legally Binding Instruments in Writing.** To prepare, draw, make, sign, execute, seal, acknowledge, verify, accept, endorse, discount, with or without recourse on me, waive demand, notice and notice of protest, file and deliver on my behalf, any and all options, checks, notes, orders, drafts, overdrafts, certificates of deposit, bills of exchange, deeds, directions to land trustees, mortgages, bonds, (of indemnity or otherwise), powers of sale, leases, and contracts, assignments, transfers, proxies, agreements, releases, release deeds, composition agreements, discharges, receipts, income or personal or intangible property or gift or other tax returns, certificates, estimates, declarations, schedules, statements, claims of abatement, credit or refund, protests, requests (including requests for rulings from proper authorities), applications, waivers (including waiver of restrictions on the assessment or collection of any additional tax or deficiency), acceptances (including acceptance of any determination or proposed determination of additional tax or overpayment or overassessment of tax, including penalties and interest), waivers or consents or agreements for a later determination and assessment and collection of taxes that 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, writings or documents or things, with or without guarantees, covenants, surety obligations, warranties, representations, indemnifications, powers of substitution, affirmations or otherwise.

(e) **Compromise of Claims and Collection of Debts; Commencement, Prosecution and Defense of Legal Actions.** To demand, sue for, receive and otherwise take steps to recover or collect all rents, debts, proceeds, dividends, interest, annuities, securities for money, chattels, goods, 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, enforce or prosecute, or to defend, answer, or contest, oppose, and abandon all legal

proceedings in which I am or may hereafter be interested; and to compromise, settle, or submit to arbitration any claims, debts, accounts, 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 satisfaction or payment thereof on any terms, with or without security.

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

(g) **Safe Deposit Boxes.** To rent safe deposit boxes in my name as depositories for my property, and to enter and open 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 or security, as freely and as often as I could do if personally present, to modify or cancel the lease under which such box is rented and to exchange or surrender the same.

(h) **Voting of Securities.** 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 stocks or other securities including the power to enter into or oppose, alone or with others, voting trusts, mergers, consolidations, foreclosures, liquidation, reorganizations or other changes in the financial structure of any corporation.

(i) **Borrowing.** 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.

(j) **Investments in Securities; Retention, Purchase, Sale and Transfer.** To acquire, purchase, 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 assignments or transfers as shall be necessary to assign my said bonds, shares, or securities to the purchaser(s), and to pay any and all reasonable charges in connection with the handling of my securities.

(k) **Investment in United States Obligations to Pay Estate Taxes.** To undertake performance of any and all acts, whether or not otherwise specifically enumerated herein, including the borrowing of any funds or the sale of any property, which my attorney considers appropriate or necessary 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.



(l) **Taxes.** To appear and represent me in regard to and to take all actions appropriate or convenient in connection with taxes imposed by any municipal, state, United States or foreign authority or government relating to any credit (including interest or penalties) or abatement, refund or tax liability due or alleged to be due from or to me or any other person, association, trust or organization 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, and for such purposes to inspect or receive copies of any tax returns filed by or for me, reports, or other papers or documents, adjustments or compromises of any and all claims, and to execute Internal Revenue Service Forms 2848 and 2848-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.

(m) **Gifts and Pledges.** To make such gifts and to pay my pledges as I have regularly made to charitable organizations described in Section 170(c) of the Internal Revenue Code or corresponding provisions of any subsequent federal tax laws, to continue any regular gifting program effected by me, and to make gifts to or for the benefit of my issue or their spouses in amounts not exceeding the annual exclusion from gift taxation available to me, or to me and my spouse, as provided in Section 2503(b) of the Internal Revenue Code of 1986, or any subsequent federal tax law or similar import, and to pay directly the tuition and medical expenses of each such issue to the extent such payments constitute qualified transfers for federal gift tax purposes.

(n) **Arrangements for Personal Care and Determination of Residence.** To pay my ordinary household expenses, to arrange for and pay the costs of medical, dental, hospital, nursing, convalescent, and other health care facilities or institutions; to make application for employee, pension, or insurance benefits related to psychiatric, medical, dental or other treatment or health care, including, but not limited to, Medicare, Medicaid, and Social Security benefits; to obtain copies of medical reports, summaries or other related information concerning me, made or taken before or after the date of this instrument, and to execute any written consents on my behalf for the disclosure of such reports, summaries, or related information as may be required under any applicable federal statute, statutes of any state of the United States, or rules, ordinances, or requirements of any local governmental municipality, agency or authority; to determine my place of residence from time to time.

(o) **Principal's Support.** To do all acts necessary for maintaining my customary standard of living, to provide living quarters by payment of the operating costs of my existing living quarters, including interest, amortization payments, repairs and taxes, to provide normal domestic help for the operation of my household, to provide clothing, transportation, medicine, food and incidentals, and if necessary to make all necessary arrangements, contractual or otherwise, for me at any hospital, hospice, nursing home, convalescent home or similar establishment; and if in the judgment of my Attorney, I will never be able to return to my living quarters from a hospital, hospice, nursing home, convalescent home or similar establishment, to transfer custody and possession (but not title) for the storage and safekeeping of any items of

tangible personal property of mine to the person, if any, named in my Will as the recipient of such property.

(p) **Insurance.** To purchase, continue to carry, dispose of or cancel hospital, medical, liability, life, property, casualty, fire, or income protection, or other insurance and to pay any premiums thereon.

(q) **Establishment of Trust for My Benefit.** To convey, transfer, or assign 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.

(r) **Retention of Attorneys and Other Legal Representatives.** To appoint and employ, with or without compensation, any attorneys at law, accountants, investment counsel, servants, agents, or other persons, including their associates and agents, and to discharge or dismiss the same and appoint or employ any others in their place 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 United States Court of Claims, the Tax Court of the United States, the Treasury Department of the United States, or any other court of the United States or the District of Columbia, 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.

(s) **Payment of Expenses.** To make such payments and expenditures of money as may be convenient, necessary or appropriate in connection with any of the matters enumerated in this power of attorney or with the administration of my financial or personal affairs.

(t) **Payment of Debts and Obligations of Support.** To pay, as my attorney shall see fit, any interest or debts payable by me, or expenses, taxes, or assessments 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.

**Section 2.03. Exercise of Powers Discretionary with My Attorney; Ratification of Attorney's Acts.** The non-exercise or exercise of any power or authority granted herein shall not impair, exhaust or affect the exercise of any other power. 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 confirm and ratify 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 hereof. However, despite the above provisions, my attorney has no duty to act or assume



responsibility for any matters referred to above or other matters, even though my attorney has the power or authority to do so.

### **ARTICLE III**

#### **MISCELLANEOUS PROVISIONS**

**Section 3.01. Binding Effect of Acts Done by My Attorney Prior to Notice of Termination or Revocation.** I expressly agree that all acts done hereunder by my attorney, prior to the receipt by my attorney or any party with whom my attorney has dealt pursuant to this Power of Attorney of actual notice of revocation of this authority, whether by my death or otherwise, shall be binding upon me and my heirs and legal representatives.

**Section 3.02. Reliance Upon This Power of Attorney by Third Persons.** 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 to 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 securities, bonds, stocks, monies or other property paid to or delivered to my attorney or my attorney's substitute, pursuant to the provisions hereof.

**Section 3.03. Severability.** If any power, authority or provision contained in this instrument is held to be unexercisable, invalid, or unenforceable for any reason or is not recognized by any person or organization dealing with my attorney, the remaining powers, authorities and provisions of this instrument shall nevertheless continue in full force and effect.

**Section 3.04. Governing Law.** The laws of the State of Alabama shall govern this Power of Attorney.

**Section 3.05. Reproductions of Executed Originals.** Reproductions of this executed original (with reproduced signatures and the certificate of acknowledgment) shall be deemed to be original counterparts of this Power of Attorney and shall have the same force and effect as the original instrument.

**Section 3.06. Death of My Attorney.** If there are two persons serving as attorneys-in-fact hereunder, then any attorney's death shall not revoke this Power of Attorney, but it shall continue in full force and effect exercisable by the surviving attorney-in-fact. If, before the death of the last surviving person named as a co-attorney-in-fact, the then serving attorney-in-fact appoints a substitute under his full power and right of substitution, then the person so appointed shall serve as my attorney hereunder with all the authority, rights, and powers contained herein, and, in such event, this Power of Attorney, together with the written appointment by my then-serving attorney appointing a substitute, shall be full and complete evidence of the power, right and authority of the substitute attorney to act hereunder.

**EXECUTION**

IN WITNESS WHEREOF, I hereby execute this Power of Attorney this 12<sup>th</sup> day of MAY, 2000.


  
SCOTT WILLIAM CHIEVES

**STATE OF ALABAMA**

**COUNTY OF AUTAUGA**

I, the undersigned authority, a Notary Public in and for said county, in said state, hereby certify that **SCOTT WILLIAM CHIEVES**, 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, **SCOTT WILLIAM CHIEVES** executed the same freely and voluntarily on the day the same bears date, for the uses and purposes therein set forth.

GIVEN under my hand and seal of office this 12<sup>th</sup> day of MAY, 2000.

  
NOTARY PUBLIC  
My Commission Expires: 2/4/2003.

SEAL

Inst # 2000-30267

8 09/05/2000-30267  
07:52 AM CERTIFIED  
SHELBY COUNTY JUDGE OF PROBATE  
008 HNS 26.00