

STATE OF ALABAMA)
)
JEFFERSON COUNTY)

DURABLE POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, that I, **Michael A. Walker**, as principal ("Principal"), have made, constituted and appointed, and do by these presents, constitute and appoint **Ruth Walker**, 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, person 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 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 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 rights, and demands whatsoever, liquidated or unliquidated, now or hereafter owed 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, agree for the same, and to execute and deliver for me, on my behalf, and in my name, all endorsements, releases, receipts and other sufficient discharges for the same.

2. To buy, receive, lease as lessor, accept or otherwise acquire; to sell, convey, mortgage, grant, option 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.

4. To invest and reinvest all or any part of my share in any property and/or 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 investment, interests in trusts, investment trusts, whether of the open/closed fund types, and participation in common, pooled or collective trust funds or annuity contracts without being limited by any statute or rule of law concerning investment 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 financial or like institution, execute or release such mortgages, 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 and to defend in my name and my stead any action, suit, demand or cause for collection of any debt alleged to be owed by me, and to settle, resolve, compromise or novate any such action, suit, demand or cause and any contract, document of action out of which the debt is alleged to have arisen.

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 and/or defend any disputes which may arise with any state, federal or local governmental agency.

10. To have access at any time or times to any safe deposit box rented by me, wherever 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 to 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 financial 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 truck, van, motorcycle or other motor vehicle or recreational vehicle, and to represent in such transfer agreement that the title to said vehicle is free and clear of all liens and encumbrances except those specifically set forth in such transfer agreement.
14. To exercise or release Powers of Appointment in part or all and to execute a Disclaimer(s) under the Uniform Disclaimer of Property Interests Act as reported in the laws of any state in which I may reside. This right to disclaim can also be allowed under any other statute, federal or state, which might be applicable or additional to the state statute cited herein.
15. To continue such policies of life insurance 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 on the life of any other person permissible under the laws of the state wherein that person resides.
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, but not limited to, the choice of a physician or physicians; choice of a hospital, nursing home or other care alternative; the unrestricted power to determine upon the advice of a physician whether I am in need of surgery or other specific treatment, and at the sole discretion of Agent, whose decision is not to be questioned by physician, hospital or otherwise, to authorize or withhold such surgery or other specific treatment; and also to provide such other care, comfort, maintenance and support as my Agent may determine.
18. To make gifts and, in particular, to take advantage of the annual exclusion amount permissible under the Federal Gift Tax Laws.
19. To fund any inter vivos trust whether previously funded or unfunded.
20. To vote or to refrain from voting any 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.

21. To purchase, mortgage (whether for purchase or refinance) bargain, grant, sell, transfer, assign or convey, on such terms and for such amounts as the Agent shall deem reasonable and appropriate, real property, or any interest that I may own in and to real property, including, without limitation, my right, title and interest in and to those certain parcels of real estate described or commonly known as 1220 Bennett Circle, Alabaster, Alabama.

The estate of Principal shall hold harmless and indemnify Agent from any and all liability for the Agent's acts done or performed in good faith pursuant to the terms and provisions of this document.

Agent shall be entitled to reimbursement for all reasonable costs and expenses actually incurred and paid by agent on behalf of the Principal pursuant to any provision of this power of attorney, but Agent shall not be entitled to compensation for services provided hereunder.

In the event that Agent shall become unable or unwilling to serve or to continue to serve, then Agent may resign by delivering to Principal in writing a copy of Agent's resignation and recording the original resignation in the public records of the appropriate county. Upon such resignation and recording, Agent shall be divested of all authority under this power of attorney.

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.

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.

Principal may revoke this instrument at any time by written revocation delivered to Agent. The guardian of Principal may revoke this instrument by written instrument delivered to Agent.

THIS POWER OF ATTORNEY IS INTENDED TO BE A DURABLE POWER OF ATTORNEY AND SHALL BE EFFECTIVE REGARDLESS OF THE DISABILITY, INCOMPETENCY, OR INCAPACITY OF THE PRINCIPAL.

IN WITNESS WHEREOF, I have executed this Durable Power of Attorney, and I have directed that photocopies of this Power be made, each of which shall have the same force and effect as an original.

Dated at Birmingham, Jefferson County, Alabama, on this the 10th day of April, 1998..

Michael A. Walker

Michael A. Walker

STATE OF ALABAMA }
 }
JEFFERSON COUNTY }

Before me, the undersigned, a Notary Public in and for said County in said State, personally appeared Michael A. Walker, who, being first duly sworn, makes oath that she has read the foregoing Durable Power of Attorney and knows the contents thereof, and that she executed the same voluntarily.

Subscribed and sworn before me this the 10th day of April, 1998.

Patrick F. Smith

Notary Public

My Commission Expires: 10-06-2001

This instrument prepared by:

Patrick F. Smith

Attorney-at-Law

STRICKLAND & SMITH

4 Office Park Circle, Suite 212

Birmingham, Alabama 35223

205/870-4440 Phone

205/870-3335 Fax



Inst # 2000-41207

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09:20 AM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
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