

This instrument was prepared by:
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STATE OF ALABAMA)
SHELBY COUNTY)

GENERAL DURABLE POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That I, WARREN THOMAS MORGAN, of the County of Shelby, State of Alabama, have made, constituted and appointed, and by these presents do make, constitute and appoint CAROL ANN JACKS MORGAN, as my true and lawful Attorney (hereinafter called "Agent"), for me in my name, place and stead, and for my behalf and benefit. By this instrument I intend to create a General Durable Power of Attorney and my desires as expressed in this instrument shall be immediately effective on and after the date of execution, it being my intent that the authority conferred herein upon my said Agent shall be given full force and effect as a written expression of intent under applicable law:

1. GENERAL GRANT OF POWER: To exercise or perform any act, power, duty, right or obligation whatsoever that I now have or may hereafter acquire, relating to any person, matter, transaction or property, real or personal, tangible or intangible, now owned or hereafter acquired by me, including, without limitation, the following specifically enumerated powers. I grant to my Agent full power and authority to do everything necessary in exercising any of the powers herein granted as fully as I might or could do if personally present, with full power of substitution or revocation, hereby ratifying and confirming all that my Agent shall lawfully do or cause to be done by virtue of this power of attorney and the powers herein granted;

(a) POWERS OF COLLECTION AND PAYMENT: To forgive, request, demand, sue for, recover, collect, receive, and hold all such deposits, legacies, bequests, devices, notes, interests, stock certificates, bonds, dividends, certificates of deposit, annuities, pension, profit sharing, retirement, social security, insurance and other real or personal, intangible and tangible property and

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property rights and demands whatsoever, liquidated or unliquidated, now or hereafter owned by, or due, owing, payable or belonging to, me or in which I 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 to 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.

(b) POWER TO ACQUIRE AND SELL: To acquire, purchase, exchange and grant options to sell, mortgage, pledge, lease, sell and convey real or personal property, tangible or intangible, or interests therein, on such terms and conditions as my Agent shall deem proper, with full authority to sign, endorse, execute and deliver any sales agreement, deed, bill of sale and all other instruments or documents pertaining to the sale of any of my real or personal property; and to enter into bonds, contracts, mortgages and deeds connected therewith;

(c) MANAGEMENT POWERS: To maintain, repair, improve, invest, manage, insure, rent, lease, encumber, and in any manner deal with any real or personal property, tangible or intangible, or any interest therein, that I now own or may hereafter acquire in my name and for my benefit, upon such terms and conditions as my Agent shall deem proper;

(d) BANKING POWERS: To make, receive and endorse checks and drafts, deposit and withdraw funds, acquire and redeem certificates of deposit, in banks, savings and loan associations and 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;

(e) MOTOR VEHICLES: 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;

(f) BUSINESS INTERESTS: To conduct or participate in any lawful business of whatever nature for me in my name; to execute partnership agreements and amendments thereto; to incorporate, reorganize, merge, consolidate, recapitalize, sell, liquidate or dissolve any business; to elect or employ officers, directors and agents; to carry out the provisions of any agreement for the sale of any business interest or the stock therein; and to exercise voting rights with respect to stock, either in person or by proxy, and to exercise stock options;

(g) TAX POWERS: 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 any gift 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 claim for refund of any tax;

(h) SAFE DEPOSIT BOXES: 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, in any institution in which any such safe deposit box may be located shall not incur any liability to me or my estate as a result of permitting my Agent to exercise this power;

(i) POWER TO HOLD PROPERTY AND MAKE INVESTMENTS: The power to hold or acquire any property or securities, regardless of whether such property or securities are a so-called "legal" investment, where such course is, in the said Agent's opinion, for my best interest;

(j) POWER OF ACCESS AND DISCLOSURE OF MEDICAL RECORDS AND FINANCIAL INFORMATION: To request, receive and review any information, verbal or written, regarding my financial affairs or my physical or mental health, including medical and hospital records, and to execute any releases or other documents that may be required in order to obtain such information, and to disclose such information to such persons, organizations, firms or corporations as my Agent shall deem appropriate;

(k) POWER TO PROVIDE HEALTH CARE SERVICES: To give or withhold consent to any medical procedure, test or treatment for me including choice of a physician, choice of a hospital or nursing home; to revoke, withdraw, modify or change consents to such procedures, tests or treatment; and to provide such other care, comfort, maintenance and support as my Agent may deem necessary;

(l) POWER TO EMPLOY AND DISCHARGE HEALTH CARE PERSONNEL: To employ and discharge medical personnel including such physicians, psychiatrists, dentists, nurses, and therapists as my Agent shall deem necessary for my physical, mental and emotional well-being, and to pay such individuals, or any of them, reasonable compensation;

(m) POWER TO BORROW: To borrow any sum or sums of money on such terms (including the power to borrow against the cash surrender value of any life insurance policy issued on my life), and with such security, whether real or personal property, as my Agent may think fit, and for that purpose to execute all promissory notes, bonds, mortgages, deeds of trust, security agreements, and other instruments which may be necessary or proper;

(n) DISCLAIMER: To exercise or release powers of appointment in whole or in part and to disclaim or renounce in whole or in part any interest that I might otherwise have as a joint owner, beneficiary, heir or otherwise and in exercising such discretion, my Agent may take into account such matters as shall include but shall not be limited to any reduction in estate or inheritance taxes on my estate, and the effect of such renunciation or disclaimer upon persons interested in my estate and persons who would receive the renounced or disclaimed property;

(o) TRUSTS: To transfer, assign and convey any property or interest in property, the legal or equitable title to which is in my name, to any trust of which I am the primary beneficiary during my lifetime and under the terms of which I expressly have the power to amend or revoke such trust, and to exercise any right of withdrawal of income and/or principal which I may have pursuant to the terms and conditions of such trust, whether such trust was

created before or after the execution of this power of attorney;

(p) POWER TO CHANGE BENEFICIARIES ON ANY INSURANCE POLICIES ON MY LIFE: To change the beneficiaries on any insurance policies on my life, provided, however, that neither such right and power, nor any other rights and powers, shall be exercisable with respect to any policies of life insurance on the life of my said Agent herein named, which may at any time be owned by me;

2. MISCELLANEOUS: I grant to the Agent named herein the following additional powers and authority:

(a) In the event the Agent named herein should be of the opinion at any time that she does not have the expertise to manage all or any parts of my assets, I grant to said Agent the right and power to delegate the management powers hereinabove granted over all or any part of my assets to any bank or trust company having at such time total resources of not less than One Hundred Twenty-five Million Dollars, and to enter into any management or agency agreement with the said bank or trust company pertaining thereto, with the right on the part of the Agent named herein to revoke and cancel any such agreement at any time upon not more than ninety (90) days' written notice to said bank or trust company;

(b) I grant full and absolute authority to the Agent named herein, on noncumulative, yearly basis, to make gifts to my children, in trust or otherwise, as well as to their spouses and to their children, in trust or otherwise, with the amount of gifts to each such person each year not to exceed the amount which is excludable from the total amount of gifts made during such year under Section 2503(b) of the Internal Revenue Code of 1986, as amended from time to time;

(c) I further authorize and empower the Agent named herein to use and apply so much of the income and principal of the assets comprising my estate as may be necessary or desirable, in the sole discretion of said Agent, for my maintenance and support, and for the maintenance and support of any person dependent upon me, taking into consideration other income, resources, or financial assistance available to any of them from all other sources. Any

provision herein to the contrary notwithstanding, the Agent shall have no power or authority to use or apply the principal to discharge any legal obligation that the Agent may have to support me or any person dependant or beneficiary of mine, except to the extent that there are no assets reasonably available to the person having the obligation of support to pay the same;

(d) I further authorize and empower my Agent to engage, employ and dismiss any agents, clerks servants, attorneys-at-law, accountants, investment advisors, custodians or other persons in and about the performance of these presents as my Agent shall think fit;

(e) My Agent shall be entitled to reasonable compensation for services rendered hereunder.

Any decisions made by the said Agent with respect to the matters set forth hereinabove in subsections (b), (c) and (d) shall be final, binding and conclusive upon all of the beneficiaries of my estate, and said Agent shall be released and discharged of and from all liability for any such decisions that she may make in good faith with respect thereto.

3. INTERPRETATION AND GOVERNING LAW: This instrument is to be construed and interpreted as a general durable power of attorney and shall not be affected by my disability, incompetency or incapacity. The enumeration of specific powers herein is not intended to, nor does it, limit or restrict the general powers herein granted to my Agent. This instrument is executed and delivered in the State of Alabama, and the laws of the State of Alabama shall govern all questions as to the validity of this power and the construction of its provisions.

4. INDEMNITY: I hereby bind myself to indemnify my Agent and any successor who shall so act against any and all claims, demands, losses, damages, actions and causes of action, including expenses, costs and reasonable attorneys' fees which my Agent at any time may sustain or incur in connection with carrying out the authority granted her in this power of attorney.

5. THIRD PARTY RELIANCE: Third parties may rely upon the representations of my Agent as to all matters relating to any power granted to my Agent, and no person who may act in reliance upon the representations of my Agent or the authority granted to my Agent shall incur any liability to me or my estate as a result of permitting my Agent to exercise any power.

6. NOMINATION OF GUARDIAN OR CONSERVATOR: In the event court proceedings are hereafter commenced to appoint a guardian, conservator or other fiduciary to take charge of my person, or to manage and conserve my property, I hereby nominate and appoint my Agent above-named as my guardian, conservator, or other fiduciary, to serve without bond unless otherwise required by a court of competent jurisdiction.

7. REVOCATION: This general durable power of attorney may be voluntarily revoked by me by written instrument delivered to my Agent. My guardian or guardians may also revoke this power of attorney by written instrument delivered to my Agent. Any affidavit executed by my Agent stating that she does not have, at the time of doing any act pursuant to this power of attorney, actual knowledge of the revocation or termination of this power of attorney, is, in the absence of fraud, conclusive proof of the nonrevocation or nontermination of the power at that time.

8. DEATH: My death shall not revoke or terminate this agency as to my agent or any other person who, without actual knowledge of my death, acts in good faith under this power of attorney. Any action so taken, unless otherwise invalid or unenforceable, shall be binding upon me and my heirs, devisees, and personal representatives.

IN WITNESS WHEREOF, I have executed this General Durable Power of Attorney, which shall not be affected by my disability, incapacity or incompetency, and I have directed that photographic copies of this power be made, which shall have the same force and effect as an original.

Dated at Mt. Olive, Alabama, on this 11th day of

July, 2002.

Warren Thomas Morgan
WARREN THOMAS MORGAN
Principal

STATE OF ALABAMA)
JEFFERSON COUNTY)

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that **WARREN THOMAS MORGAN**, 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, he executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this the 11th day of July, 2002.

Cynthia J. Graves
NOTARY PUBLIC

MY COMMISSION EXPIRES:
NOTARY PUBLIC STATE OF ALABAMA AT LARGE
~~MY COMMISSION EXPIRES: Feb 18, 2006~~
BONDED THRU NOTARY PUBLIC UNDERWRITERS