

**GENERAL DURABLE POWER OF ATTORNEY
GIVEN BY MARY SELLERS JEFF AS PRINCIPAL**

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I, Mary Sellers Jeff, of Shelby County, Alabama, as Principal (hereinafter referred to as "Principal") hereby appoint Diane Cannova and Bill Jeff, Jr., both of Jefferson County, Alabama, to serve as my Agent (hereinafter referred to as "Agent"), with any one of them to exercise the powers set forth below. If one of my Agents shall be unable or unwilling to serve or to continue to serve as such Agent, then the remaining Agent shall be fully authorized to act alone. The remaining Agent may execute and deliver an affidavit that the resigning Agent is unwilling or unable to serve or to continue to serve, and such affidavit shall be conclusive evidence insofar as third parties are concerned of the facts set forth therein. In such event, any person acting in reliance on such affidavit shall incur no liability to my estate because of such reliance.

By this instrument, I intend to create a Durable Power of Attorney under Alabama Code §26-1-2. I hereby revoke all powers of attorney, general and/or limited, heretofore granted by me as Principal and terminate all agency relationships created thereunder, including those of all successor agents named therein, if any. However, powers granted by me on forms provided by financial institutions granting the right to write checks on, deposit funds to, and withdraw funds from accounts to which I am a signatory or granting access to a safe deposit box shall not be revoked but shall continue in full force and effect.

SECTION 1. EFFECTIVE DATE

This instrument is to be construed and interpreted as a General Durable Power of Attorney effective only upon disability, incompetency or incapacity, it being my intent that the authority conferred herein upon my said Agent shall be exercisable only upon my subsequent disability, incompetency or incapacity, and shall no longer be exercisable shall I subsequently no longer be disabled, incompetent or incapacitated. For the purposes of the power and authority herein granted to my said Agent, I shall be presumed to be physically or mentally disabled or incompetent or incapacitated upon the presentation of a certificate or other writing executed by a physician duly licensed to practice medicine in any state in the United States or in any other country stating that at such time I have become physically incapacitated, or feeble minded or so mentally or physically defective by reason of age, sickness, use of drugs, the excessive use of alcohol or for other causes that I am unable to take care of my property, and, in consequence thereof, I am liable to dissipate or lose the same, or to become the victim of designing persons. When a copy of the letter or other writing so licensing such physician and the certificate or other writing of such physician relating to my physical or mental condition at such time, all as hereinabove set forth, shall be attached to this Power of Attorney, my Agent will then be authorized to represent to all third parties that the powers and authority granted to my Agent as herein set forth have become fully effective, and that no person who may act in reliance upon such representation of my Agent or the authority granted to my Agent herein shall incur any liability to me or my estate as a result of permitting my Agent to exercise any of such powers. A Principal shall be under a disability if he or she is unable to manage his or her property and affairs effectively for reasons such as mental illness, mental deficiency, physical illness

or disability, advanced age, chronic use of drugs, chronic intoxication, confinement, detention by a foreign power, or disappearance.

For purposes of the revocation of the powers and authority herein granted to my said Agent, due to my consequently no longer being disabled, incompetent or incapacitated, I shall be presumed no longer to be physically or mentally disabled or incompetent or incapacitated upon the presentation of a certificate or other writing executed by a physician duly licensed to practice medicine in any state in the United States or in any other country stating that at such time I am no longer physically incapacitated, or feeble minded or mentally or physically defective, so that I am able to take care of my property. When a copy of the letter or other writing so licensing such physician and the certificate or other writing of such physician relating to my physical or mental condition at such time, all as hereinabove set forth, shall be attached to this Power of Attorney, my Agent will then no longer be authorized to represent to third parties that the powers and authorities granted to my Agent as herein set forth are effective.

SECTION 2. ASSET POWERS

My Agent is authorized in my Agent's sole and absolute discretion:

2.1. SELL SPECIFIC REAL ESTATE--To sell my real estate located at 3211 Garden Walk, Birmingham, Alabama, 35242 (hereinafter referred to as "Real Estate") on such terms and conditions as my Agent shall deem appropriate; to accept promissory note(s) in such amounts, at such interest rates, and for such terms as my Agent shall deem appropriate; and to accept as security for such note(s) a mortgage on the Real Estate.

2.2. SELL--To sell any of my real, personal, or intangible property on such terms, conditions, and security as my Agent shall deem appropriate.

2.3. DISPOSE OF PROCEEDS OF SALE--To dispose of the proceeds of sale in any manner as my Agent shall deem appropriate.

2.4. USE CREDIT CARDS--To use my credit card(s) and to sign charge slips.

2.5. INVEST--To invest and reinvest in real, personal, or intangible property, including common stocks, securities of all kinds, bonds, debentures, notes (secured or unsecured), interests in limited partnerships, real estate, interest in trusts, investment trusts, 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; to sell and terminate any investments, whether made by me or my Agent; to establish, use, and terminate savings and money market accounts with financial institutions of all kinds.

2.6. BROKERAGE ACCOUNTS--To establish, use, and terminate accounts with securities brokers.

2.7. SELL AND BUY--To sell and buy any personal property.

2.8. EXERCISE RIGHTS IN SECURITIES--To exercise all rights with respect to securities; to vote at all meetings of security holders.

2.9. EXERCISE RIGHTS IN GOVERNMENT SECURITIES--To sell, buy, cash in, or redeem government securities.

2.10. DEMAND AND RECEIVE--To demand, arbitrate, settle, sue for, collect, receive, and deposit for my benefit all cash, rights to the payments of cash, property rights, and/or benefits to which I am now or may in the future become entitled. For purposes of receiving Social Security benefits, my Agent is herewith appointed my "Representative Payee."

2.11. COMPROMISES AND DISCHARGES--To make such compromises, releases, settlements, and discharges with respect to claims on my behalf or against me as my Agent shall deem appropriate.

2.12. ELECTIVE-SHARE RIGHTS--To exercise my right to an elective share against the estate of my spouse pursuant to Alabama Code §43-8-70.

2.13. WITH RESPECT TO EMPLOYMENT BENEFITS

2.13.1. Contribute--To create and contribute to an IRA, 401(k), or other employee benefit plan (including a plan for a self-employed individual) for my benefit.

2.13.2. Payment Option--To select any payment options under any IRA or employee benefit plan in which I am a participant (including plans for self-employed individuals) or to change options I have selected.

2.13.3. Beneficiary Designations--To make and change beneficiary designations.

2.13.4. Rollover--To make "rollovers" of plan benefits into other retirement plans.

2.13.5. Borrow and Sell--To borrow money from my retirement plan and/or to purchase assets from and sell assets to my retirement plan, if authorized by any such plan.

2.13.6. Withdrawal--To withdraw funds from any IRA or employee benefit plan.

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2.14. WITH RESPECT TO BANKS

2.14.1. Accounts--To make, receive, and endorse checks and drafts, deposit and withdraw funds, and acquire and redeem certificates of deposit in banks, savings and loan associations, and other institutions; to 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; and to conduct banking transactions.

2.14.2. Safe Deposit Box--To contract with any institution for the maintenance of a safe deposit box in my name; to have access to all safe deposit boxes in my name or with respect to which I am an authorized signatory, whether or not the contract for such safe deposit box was executed by me (either alone or jointly with others) or by my Agent in my name; to add to and remove from the contents of any such safe deposit box; and to terminate any and all contracts for such boxes.

2.15. WITH RESPECT TO LEGAL AND OTHER ACTIONS--To institute, supervise, prosecute, compromise, arbitrate, settle, dismiss, and appeal from any and all legal, equitable, judicial, or administrative hearings, actions, suits, proceedings, and attachments involving me.

2.16. BORROW

2.16.1. Borrow Money--To borrow money on such terms and conditions as my Agent shall deem appropriate and to secure such borrowing by the granting of a security interest in any of my property.

2.16.2. Borrow Money on Life Insurance--To borrow money on any life insurance policies owned by me on my life for any purpose and to grant a security interest in such policy to secure any such loans. No insurance company shall be under any obligation to determine the need for such loan or the application of the proceeds by my Agent.

2.17. WITH RESPECT TO TRUSTS

2.17.1. Establish, Amend, Terminate, and Fund Trusts--To execute a revocable or irrevocable trust agreement under any terms that my Agent deems to be in my best interest and/or in the best interest of my family, and the trust, if permitted by its terms, may be revoked or amended by me or my Agent; to deliver and convey any or all of my assets to the trustee; or to add any or all of my assets to such a trust already in existence at the time of the creation of this instrument or created by me at any time thereafter.

2.17.2. Fund Trusts Created by the Principal--To transfer to the trustee of any revocable or irrevocable trust agreement created by me or my Agent, before or after the execution of this instrument, any or all of my cash, property, or interests in property, including any rights to receive income from any source.

2.17.3. Withdraw Funds From Trusts--To withdraw and/or receive the income or principal of any trust over which I may have a right of receipt or withdrawal; to request and receive the income or principal of any trust with respect to which the trustee thereof has the discretionary power to make distributions to or on my behalf, and to execute and deliver to such trustee or trustees a receipt and release or similar document for the income or principal so received.

2.18. RENOUNCE AND RESIGN FROM FIDUCIARY POSITIONS--To renounce any fiduciary positions to which I have been or may be appointed or elected, to resign any such positions in which capacity I am presently serving; to file an accounting with a court of competent jurisdiction, or settle on a receipt and release or such other informal method as my Agent shall deem appropriate.

2.19. DISCLAIM, RENOUNCE, RELEASE, OR ABANDON PROPERTY INTERESTS--To renounce and disclaim any property or interest in property or powers to which, for any reason and by any means, I may become entitled, whether by gift or testate or intestate succession; to release or abandon any property or interest in property or powers that I may now or hereafter own, 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 on persons interested in my estate and persons who would receive the renounced or disclaimed property.

2.20. WITH RESPECT TO INSURANCE--To insure my life or the life of anyone in whom I have an insurable interest; to continue life insurance policies now or hereafter owned by me on

either my life or the lives of others; to pay all insurance premiums; to select any options under such policies; to increase coverage under any such policy; to borrow against any such policy; to pursue all insurance claims on my behalf; to purchase and/or maintain and pay all premiums for medical insurance covering me and/or any person I am obligated or may have assumed the obligation to support; to purchase long-term-care insurance on my behalf and to maintain such insurance and pay premiums as due; to carry insurance of such kind and in such amounts as my Agent shall deem appropriate to protect my assets against any hazard and/or to protect me from any liability and to pay the premiums therefor; to pursue claims thereunder; to designate and change beneficiaries of insurance policies insuring my life and of any annuity contract in which I have an interest; to transfer ownership of any insurance policies covering my life or of any annuity contracts in which I may have an interest; to decrease coverage under or cancel any of the policies described herein; and to receive and make such disposition of the cash value on termination of any such policy as my Agent shall deem appropriate.

2.21. WITH RESPECT TO TAXES--To represent me in all tax matters; to sign a Form 2848; to prepare, sign, and file federal, state, and/or local income, gift, and other tax returns of all kinds, including claims for refunds, requests for extensions of time, petitions to the tax court or other courts regarding tax matters, and any and all other tax-related documents, including but not limited to consents and agreements under Section 2032A of the Internal Revenue Code or any successor section thereto and including consents to split gifts, closing agreements, and any power of attorney form required by the Internal Revenue Service and/or any state and/or local taxing authority with respect to any tax year; to pay taxes due, post bonds, receive confidential information, and contest deficiencies determined by the Internal Revenue Service and/or any state and/or local taxing authority; to exercise any elections I may have under federal, state, or local tax law; and generally to represent me or obtain professional representation for me in all tax matters and proceedings of all kinds before all officers of the Internal Revenue Service and state and local authorities; to engage, compensate, and discharge attorneys, accountants, and other tax and financial advisers and consultants; to represent and/or assist me in connection with any and all tax matters involving or in any way related to me or any property in which I have or may have any interest or responsibility.

2.22. MANAGE REAL PROPERTY--To lease or evict tenants and other persons from and to recover possession of my real estate by all lawful means; to do any act of management and conservation; to pay, compromise, or contest tax assessments and to apply for refunds in connection therewith; to hire assistance; to subdivide and develop; to maintain, protect, repair, preserve, insure, build on, demolish, alter, or improve all or any part thereof; to obtain or vacate plats and adjust boundaries; to adjust differences in valuation on exchange or partition by giving or receiving consideration; to release or partially release real property from a lien.

2.23. MORTGAGES AND DEEDS OF TRUST--To mortgage and/or convey by deed of trust or otherwise encumber any real property now or hereafter owned by me.

2.24. MAKE LOANS

2.24.1. Lend--My Agent is authorized to lend money and property at such interest rate, if any, on such terms and conditions, and with such security, if any, as my Agent deems appropriate; to renew, extend, and modify any loan or loans that I have previously made; to

guarantee the obligations of any person I know and cherish; and to consent to the renewal, extension, and modification of such obligations.

2.24.2. Not to Lend to Agent--My Agent shall not lend my money or property to my Agent.

2.25. MAKE GIFTS--To make gifts either outright or in trust (including the forgiveness of indebtedness); to the extent reasonably possible, my Agent shall avoid disrupting the dispositive provisions of my estate plan, whether or not such estate plan is embodied in a will, a trust, nonprobate property, or otherwise. However, such gifts shall be limited as follows:

2.25.1. Donees--If my Agent is unaware of my dispositive plan, my Agent is authorized to make gifts to my spouse (if I am married at that time) and to my descendants, provided, however, that if a gift is made to a descendant of mine by my Agent, then my Agent shall make a gift of substantial equal value to all other descendants of mine in the same generation.

2.25.2. Gift-Tax Annual Exclusion--Except as may be required for my qualification for public benefits as hereinafter discussed, my Agent shall not make any gifts to my descendants that are not excluded from gift tax by my federal gift-tax annual exclusion (unless my spouse has consented to "gift-splitting" under Section 2513 of the Internal Revenue Code, in which case such gifts shall not exceed the amount that may be excluded from the federal gift tax by the federal gift-tax annual exclusions available to my spouse and me), and this annual right shall be noncumulative and shall lapse at the end of each calendar year.

2.25.3. Education Expenses--To make additional gifts to pay for educational expenses of any descendant of mine. Educational expenses include: education at vocational or trade schools; training in music, stage, arts, and sports; special training provided at institutions for the mentally or physically handicapped; undergraduate and graduate study in any field at public or private universities, colleges, or other institutions of high learning. In providing for such education, to pay for tuition, books, and incidental charges made by the educational institutions, travel costs to and from such institutions, room and board, and a reasonable amount of spending money.

2.25.4. Gifts to Charities--To make gifts to charities, provided such gifts qualify for a charitable deduction under the income and gift-tax provisions of the Internal Revenue Code as from time to time amended.

2.25.5. Qualification for Public Benefits--To make gifts without limitation as to amount in order to facilitate my qualifying for the receipt of government benefits for my long-term health-care and nursing-home needs. Such gifts shall be irrevocable, and my Agent is authorized to make such gifts as long as my long-term care is reasonably provided for by my Agent from the assets subject to this Power or otherwise, during the time period I would be disqualified from receiving long-term care and/or medical assistance under the state of Alabama "Medicaid" program, Veterans program, or other public-assistance program. Any gifts made pursuant to this subparagraph are to be made to those individuals who would take my assets pursuant to my then-existing testamentary plan or, if I have no existing testamentary plan, according to the Intestate Laws of the state of Alabama. Any gifts may be made outright or in trust. Any gifts made pursuant to this Paragraph by my Agent may also include a gift to my Agent as long as the gift is made in the same manner as my established estate plan, if I have one, or pursuant to the Intestate Laws of the state of Alabama.

2.25.6. Gifts to Agent--To make gifts to himself or herself under this Section, notwithstanding the fact that my Agent is a fiduciary under this instrument.

2.26. CATASTROPHIC ILLNESS--To protect my assets in any manner that my Agent, in its sole discretion, deems to be appropriate to qualify me for Medicaid, Veterans Administration, SSI, or other similar federal or state benefits (hereinafter referred to as "Government Benefits"). The authority herein granted shall include but not be limited to converting my assets into assets that do not disqualify me from receiving such benefits or divesting me of such assets.

2.27. PROVIDE SUPPORT

2.27.1. Support Others--To support and/or continue to support any person whom I have undertaken to support or to whom I may owe an obligation of support, in the same manner and in accordance with the same standard of living as I have provided in the past (adjusted, if necessary, by circumstances and inflation), including but not limited to the payment of real property taxes or rent; payments on loans secured by my residence; maintenance of my residence; food; clothing; medical, dental, and psychiatric care; normal vacations; travel expenses; and education (including education at vocational and trade schools; training in music, stage, arts, and sports; special training provided at institutions for the mentally or physically handicapped; undergraduate and graduate study in any field at public or private universities, colleges, or other institutions of high learning) and, in providing for such education, to pay for tuition, books, and incidental charges made by the educational institutions, travel costs to and from such institutions, room and board, and a reasonable amount of spending money.

2.27.2. Separation or Divorce--To limit any support provided to my spouse to that which may be required by law, if I have been legally separated or divorced from such spouse.

2.28. PETS--To pay the expenses associated with the feeding, care (including veterinary costs), recreation, and shelter of my pets.

SECTION 3. CARE AND CONTROL OF THE PERSON

My Agent is authorized, in my Agent's sole and absolute discretion, to:

3.1. MAINTAIN STANDARD OF LIVING--To do whatever my Agent deems to be necessary to maintain my customary standard of living; to provide living quarters by purchase, lease, or other arrangement or to pay the operating costs of my present living quarters, including rent, interest, amortization payments, repairs, and taxes; to provide appropriate domestic help for the operation of my household; and to provide clothing, transportation, medicine, food, and incidentals.

3.2. PROTECT OR DISPOSE OF PROPERTY--If, in the judgment of my Agent, I will never be able to return to my home from a hospital, nursing home, convalescent home, or similar establishment:

3.2.1. Dispose of Home--To lease, sublease, or assign my interest as lessee in any lease or protect, sell, or otherwise dispose of my home for such price and on such terms, conditions, and security, if any, as my Agent shall deem appropriate.

3.2.2. Tangible Personal Property--To store, safeguard, or sell my tangible personal property for such price and on such terms, conditions, and security, if any, as my Agent shall deem appropriate; or otherwise to dispose of any items of tangible personal property remaining in my living quarters that my Agent believes I will never need again.

3.2.3. Inter Vivos Delivery to Will Beneficiary--To transfer custody and possession of my tangible personal property to the person(s), if any, named in my Will as the recipient of such property.

3.3. SUPERVISION OF MY CARE

3.3.1. Care Manager--To provide a care manager to supervise and monitor my care on such terms and conditions as my Agent deems appropriate.

3.3.2. Companion--To provide for a companion for me on such terms and conditions as my Agent deems appropriate.

3.4. MAKE ADVANCE FUNERAL ARRANGEMENTS--To make advance arrangements for my funeral and burial, including the purchase of a burial plot and marker.

3.5. NOMINATE CONSERVATOR OR GUARDIAN--To nominate and/or petition for the appointment of my Agent, or any person my Agent deems appropriate, as primary, successor, or alternate guardian, guardian ad litem, conservator, or holder of any fiduciary office (any person in such a guardianship or other fiduciary position being referred to as "Personal Representative") to represent me or any interest of mine; to grant to any such Personal Representative all the powers under applicable law that I am permitted to grant; to waive any bond requirement for such Personal Representative that I am permitted by law to waive.

3.6. CHANGE DOMICILE--To establish a new residency or domicile for me, from time to time and at any time, within or without the state and within or without the United States, for such purposes as my Agent shall deem appropriate.

SECTION 4. HEALTH CARE

My Agent is authorized, in my Agent's sole and absolute discretion, to:

4.1. ACCESS TO MEDICAL RECORDS

4.1.1. Authorization to Agent--To review any information, verbal or written, regarding my physical or mental health, including medical and hospital records, and to execute any releases and/or other documents that may be required in order to obtain such information; to disclose or deny such information to such persons, organizations, firms, or corporations as my Agent shall deem appropriate.

4.1.2. Authorization to Health-Care Providers--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 and photocopies of any records that my Agent may request. If I am incompetent at the time my Agent shall request such information, all Persons are authorized to treat any such request for information by my Agent as the request of my Personal Representative and to honor such requests on that basis. I hereby waive all privileges that may be applicable to such information and records and to any communication pertaining to me and made in the course of any confidential relationship recognized by law. My Agent may also disclose such information to such Persons as my Agent shall deem appropriate.

4.2. EMPLOY OR DISCHARGE HEALTH-CARE PERSONNEL--To employ or discharge medical personnel, including physicians, psychiatrists, dentists, nurses, and therapists, as my Agent shall deem necessary for my physical, mental, and emotional well-being; and to pay them reasonable compensation.

4.3. ACUTE AND LONG-TERM CARE

4.3.1. Institutionalization--To arrange for my admission to a hospital, nursing home, or hospice or to arrange for home care; to summon paramedics or other emergency medical personnel and to seek emergency treatment for me, as my Agent shall deem appropriate; and to sign such admissions forms and contracts as may be required by any such facility or health-care provider.

4.3.2. Maintain in Residence--To take whatever steps are necessary or advisable to enable me to remain in my personal residence as long as it is reasonable under the circumstances. I realize that my health may deteriorate so that it becomes necessary to have round-the-clock nursing care if I am to remain in my personal residence, and I direct my Agent to obtain such care (including any equipment that might assist in such care) as is reasonable under the circumstances. Specifically, I do not want to be hospitalized or put in a nursing or similar home as long as it is reasonable to maintain me in my personal residence.

4.4. GIVE OR WITHHOLD CONSENT FOR PSYCHIATRIC TREATMENT--To arrange (on execution of a certificate by two independent psychiatrists who have examined me and in whose opinions I am in immediate need of hospitalization because of mental disorder, alcoholism, or drug abuse) for my voluntary admission to an appropriate hospital or institution for treatment of the diagnosed problem or disorder; to arrange for private psychiatric and psychological treatment for me; and to revoke, modify, withdraw, or change consent to such hospitalization, institutionalization, or private treatment that I or my Agent may have previously given. The consent of my Agent to my hospitalization for psychiatric help, alcoholism, or drug abuse shall have the same legal effect, subject to local law, as a voluntary admission by me.

4.5. AUTHORIZE RELIEF FROM PAIN--To consent to and arrange for the administration of pain-relieving drugs of any kind or surgical or medical procedures calculated to relieve my pain, including unconventional pain-relief therapies, that my Agent believes may be helpful to me, even though such drugs or procedures may lead to permanent physical damage, addiction, or an earlier death, although not intentionally caused.

4.6. GRANT RELEASES--To grant to hospital staff, physicians, nurses, and other medical and hospital administrative personnel who act in reliance on instructions given by my Agent or who render written opinions to my Agent in connection with any matter described in this Paragraph, releases from all liability for damages suffered or to be suffered by me.

4.7. CONFLICT WITH LIVING WILL/HEALTH-CARE POWER OF ATTORNEY--To the extent that this document conflicts with my Living Will or Health-Care Power of Attorney, the Living Will or Health-Care Power of Attorney shall control.

4.8. PROVIDING FOR PRINCIPAL'S INCAPACITATED CHILDREN--My Agent is authorized, in my Agent's sole and absolute discretion, from time to time and at any time to act with

respect to any disabled or incapacitated child of mine who is dependent on me in whole or ~~in~~ part for support, regardless of age, as follows:

4.8.1. Payment for Child's Special Needs--My Agent may pay to or apply for the benefit for such child such amounts as my Agent, in my Agent's sole discretion, may from time to time deem necessary or advisable for the satisfaction of such child's special needs. As used herein, "special needs" refers to the requisites for maintaining such child's health, safety, and welfare when, in the sole discretion of the Agent, such requisites are not being provided by any public agency, office, or department of any state or of the United States. "Special needs" shall include, but not be limited to, dental expenses; special equipment; programs of training, education, and treatment; and necessary recreation and entertainment.

4.8.2. Restrictions on Payments--This authorization to my Agent is granted expressly for such child's extra and supplemental care, in addition to and over and above the benefits such child otherwise receives or may receive as a result of such child's handicap or disability from any local, state, or federal government agency or from any private agencies, any of which provides services or benefits to handicapped persons. It is my express purpose that my Agent exercise this power only to supplement other benefits received by such child.

4.8.3. Seeking Other Assistance--It is my intent that my Agent shall ask that my disabled child's guardian or conservator seek support and maintenance for such child from all available public resources, including the Supplemental Security Income Program (SSI), the Medicaid Program, the Social Security Disability Program (SSD), the Medicare Program, and any additional similar or successor programs available from state, local, private, or federal sources. My Agent shall take into consideration the applicable resources and income limitations of any public-assistance programs for which such child is eligible when determining whether to make any discretionary distributions.

4.8.4. Resisting and Denying Claims--It is my further intent that no payments made hereunder by my Agent to such child or for such child's benefit shall be used to supplant or replace public-assistance benefits of any county, state, or federal government agency that serves persons with disabilities that are the same or similar to the impairments of such child. For purposes of determining my disabled child's eligibility for such benefits, no asset of mine shall be considered available to such child. If any department or agency requests that my Agent make payments to or on behalf of such child for equipment, medication, or services that other organizations or agencies are authorized to provide or to petition the court or any other administrative agency for payment out of my assets or income for this purpose, my Agent shall deny such request. My Agent is also authorized to contest and defend, including appeals, at my expense, any proceeding in any court of competent jurisdiction (1) seeking to reduce or eliminate such child's eligibility for benefits or (2) seeking reimbursement from me for benefits extended to such child or any other proceeding for the same or any similar purpose.

4.8.5. Prohibition on Payment of Claims--No asset or income of mine shall be paid to or made subject to claims against such child of voluntary or involuntary creditors for the provision of care and services, including residential care, by any public entity, office, department, or agency of any state, of the United States, or of any other government agency.

4.8.6. Payment of Child's Funeral Expenses--On my disabled child's death, the Agent may, at its discretion, pay the expenses of such child's funeral.

4.8.7. Termination of Agent's Powers--If it is determined by a court that the existence of these powers granted in this Paragraph to my Agent renders my disabled child ineligible to receive SSI, Medicaid, or similar government benefits, or if by reason of the grant of such powers, my

income or assets are found by a court to be subject to garnishment, attachment, execution, or bankruptcy proceedings by any creditor of such child, the special powers granted to provide benefits for such child herein shall terminate and thereafter be null and void.

4.8.8. Delegation of Parental Powers--My Agent may delegate to any person selected by my Agent any power I may now or in the future have as parent and/or guardian for such period of time as may be permitted by law.

4.8.9. Nomination of Guardian--To the extent that I am permitted by law to do so, I herewith nominate, constitute, and appoint my Agent to serve as guardian for my disabled child, or in any similar representative capacity, and, if I am not permitted by law to so nominate, constitute, and appoint, I request in the strongest possible terms that any court of competent jurisdiction that may receive and be asked to act on a petition by any person to appoint a guardian or similar representative for such child give the greatest possible weight to this request.

4.8.10. Care Manager--To provide a care manager to supervise and monitor my disabled child's care on such terms and conditions as my Agent deems appropriate.

SECTION 5. INCIDENTAL POWERS

My Agent is fully authorized to:

5.1. RESORT TO COURTS--To seek on my behalf and at my expense:

5.1.1. Declaratory Judgment--A declaratory judgment from any court of competent jurisdiction interpreting the validity of any or all acts authorized by this instrument, but such declaratory judgment shall not be necessary in order for my Agent to perform any act authorized by this instrument;

5.1.2. Mandatory Injunction--A mandatory injunction requiring compliance with my Agent's instructions by any person, organization, corporation, or other entity obligated to comply with instructions given by me;

5.1.3. Actual and Punitive Damages--Actual and punitive damages against any person, organization, corporation, or other entity obligated to comply with instructions given by me who negligently or willfully fails or refuses to follow such instructions.

5.2. HIRE AND FIRE--To employ, compensate, and discharge domestic, medical, and professional personnel, including lawyers, accountants, doctors, nurses, brokers, financial consultants, advisers, consultants, companions, care managers, servants, and employees as my Agent deems appropriate.

5.3. SIGN DOCUMENTS--To execute, endorse, seal, acknowledge, deliver, and file or record agreements, instruments of conveyance of real and personal property, instruments granting and perfecting security instruments and obligations, orders for the payment of money, receipts, releases, waivers, elections, vouchers, consents, satisfactions, and certificates.

5.4. BORROW, SPEND, LIQUIDATE, AND SECURE--To expend my funds, to liquidate my property, or to borrow money in order to produce such funds; and to secure any such borrowings with security interests in any property, real, personal, or intangible, that I may now or hereafter own.

5.5. MISCELLANEOUS ACTS--To open, read, respond to, and redirect my mail; to represent me before the U.S. Postal Service in all matters relating to mail service; to establish, cancel, continue, or initiate my membership in organizations and associations of all kinds; to take and give or deny custody of all of my important documents, including but not limited to my will, codicils, trust agreements, deeds, leases, life insurance policies, contracts, and securities and to disclose or refuse to disclose such documents; to obtain and release or deny information or records of all kinds relating to me, to any interest of mine or to any person for whom I am responsible; to house or provide for housing, support, and maintenance of any animals or other living creatures that I may own and to contract for and pay the expenses of their proper veterinary care and treatment.

5.6. WAIVER OF CONFIDENTIALITY--This instrument shall constitute a limited waiver of the attorney-client privilege that I have established with any attorney with whom I have established a confidential relationship. The privilege is waived for the limited purpose of permitting my attorney to release any and all information to my Agent that is necessary to assist my Agent in performing his or her duties.

5.7. DELEGATION OF AUTHORITY--My Agent may delegate any of the powers set forth herein to a third party to be selected by my Agent for the limited purpose of completing a specific task. If my Agent elects to make such delegation, the delegation shall be in writing by my Agent. The writing shall set forth the specific power or powers to be delegated and the length of time that the delegation shall last or the conditions that must be fulfilled for the delegation to terminate.

5.8. APPOINTMENT OF SUCCESSOR--If neither named Agent is able or willing to serve or to continue to serve, then the remaining Agent shall have the authority to name a successor agent. The nomination of such successor agent shall be by writing. My successor agent may then execute and deliver an affidavit that my Agent is unwilling or unable to serve or to continue to serve, and such affidavit shall be conclusive evidence insofar as third parties are concerned of the facts set forth therein; in such event, any person acting in reliance on such affidavit and such written nomination of successor agent shall incur no liability to my estate because of such reliance.

SECTION 6. THIRD-PARTY RELIANCE

For the purpose of inducing all persons, organizations, corporations, and entities, including but not limited to any bank, broker, custodian, insurer, lender, transfer agent, taxing authority, government agency, or other party (all of whom will be referred to in this Paragraph as a "Person"), to act in accordance with this instrument, I hereby represent, warrant, and agree that:

6.1. THIRD-PARTY LIABILITY FOR REVOCATION AND AMENDMENTS--If this instrument is revoked or amended for any reason, I will hold any person or corporation harmless for any loss suffered or liability incurred by such Person while acting in accordance with the instructions of my Agent acting under this instrument, prior to the receipt by such Person of actual notice of revocation or amendment of this instrument.

6.2. NO LIABILITY TO THIRD PARTIES FOR RELIANCE ON AGENT--No Person who acts in reliance on any representations my Agent may make as to (1) the fact that my Agent's powers are then in effect, (2) the scope of my Agent's authority granted under this instrument, (3) my

competency at the time this instrument is executed, (4) the fact that this instrument has not been revoked, or (5) the fact that my Agent continues to serve as my Agent shall incur any liability to me, my estate, and my heirs or assigns for permitting my Agent to exercise any such authority; nor shall any Person who deals with my Agent be responsible to determine or ensure the proper application of funds or property.

6.3. AUTHORIZATION TO RELEASE INFORMATION TO AGENT--All Persons from whom my Agent may request information regarding me, my personal or financial affairs, or any information that I am entitled to receive are hereby authorized to provide such information to my Agent without limitation and are released from any legal liability whatsoever to me for complying with my Agent's requests.

SECTION 7. ADMINISTRATIVE PROVISIONS

The following provisions shall apply:

7.1. COMPENSATION OF AGENT--My Agent shall be entitled to reasonable compensation for services rendered in the discharge of my Agent's duties and to reimbursement for all reasonable costs and expenses actually incurred and paid by my Agent on my behalf under any provision of this instrument.

7.2. NOMINATION OF AGENT AS CONSERVATOR AND GUARDIAN FOR PRINCIPAL--To the extent that I am permitted by law to do so, I herewith nominate, constitute, and appoint my Agent to serve as my guardian, conservator, and/or in any similar representative capacity, and if I am not permitted by law to so nominate, constitute, and appoint, I request in the strongest possible terms that any court of competent jurisdiction that may receive and be asked to act on a petition by any person to appoint a guardian, conservator, or similar representative for me give the greatest possible weight to this request.

7.3. ALTERNATE AGENTS AS ALTERNATE CONSERVATOR/GUARDIAN--If my Agent is unwilling or unable to serve or to continue to serve in such capacity, then I nominate, constitute, and appoint my successor agent to serve in such capacity, and if I am not permitted by law to so nominate, constitute, and appoint, I request in the strongest possible terms that any court of competent jurisdiction that may receive and be asked to act on a petition by any person to appoint a guardian, conservator, or similar representative for me give the greatest possible weight to this request.

7.4. WAIVER OF CERTAIN FIDUCIARY RESPONSIBILITIES--My Agent is hereby released and forever discharged from any and all liability on any claim or demand of any nature whatsoever by me arising out of the acts or omissions of my Agent, except for willful misconduct or gross negligence. My Agent shall have no responsibility to make my property productive of income, to increase the value of my estate, or to diversify my investments. My Agent shall have no liability for entering into transactions authorized by this instrument in my Agent's individual capacity as long as my Agent believes, in good faith, that such transactions are in my best interests or the best interests of my estate and those persons interested in my estate.

My Agent shall not be required to comply with the "Prudent Investor" rule. I expressly authorize my Agent to retain any asset purchased or acquired by me.

7.5. AGENT TO CONTINUE IF GUARDIAN/CONSERVATOR APPOINTED--No part of this power of attorney shall be revoked or become inoperative on the appointment of a conservator or a guardian, unless specifically so ordered by a court of competent jurisdiction.

7.6. SEVERABILITY--If any part of any provision of this instrument shall be invalid or unenforceable under applicable law, such part shall be ineffective to the extent of such invalidity only, without in any way affecting the remaining parts of such provision or the remaining provisions of this instrument.

7.7. GOVERNING LAW AND APPLICABILITY TO FOREIGN JURISDICTION--This instrument shall be governed by the laws of the state of Alabama in all respects, including its validity, construction, interpretation, and termination and, to the extent permitted by law, shall be applicable to all property of mine--real, personal, intangible, and/or mixed--wherever and in whatever state of the United States or foreign country the situs of such property is at any time and whether such property is now owned by me or hereafter acquired by me or for me by my Agent.

7.8. DEFINITIONS

7.8.1. Agent--Whenever the word "Agent" is used in this instrument, it shall include the singular or plural and the masculine, feminine, or neuter gender thereof.

7.8.2. Guardian or Conservator--Whenever the words "Guardian" and/or "Conservator" are used in this instrument, such word or words shall be held and taken to mean the fiduciary (appointed by a court of competent jurisdiction or by other lawful means) responsible for the person and/or the property of an individual.

7.8.3. Descendants--Whenever the word "Descendants" is used in this instrument, such word shall mean children, grandchildren, and other lineal issue of all degrees of the designated ancestor. References to "descendants," "child," or "children" shall include adopted children, stepchildren, and illegitimate children.

7.9. REVOCATION, REMOVAL, AMENDMENT, AND RESIGNATION--This instrument may be amended or revoked by me. My Agent and any alternate agent may be removed by me at any time by my execution of a written instrument of revocation, amendment, or removal delivered to my Agent and to all alternate agents. If this instrument has been recorded in the public records, then the instrument of revocation, amendment, or removal shall be filed or recorded in the same public records. My Agent and any alternate agent may resign by the execution of a written resignation delivered to me or, if I am mentally incapacitated, by delivery to any person with whom I am residing or who has the care and custody of me or, in the case of an alternate agent, by delivery to my Agent.

7.10. COUNTERPART ORIGINALS--This instrument has been executed in multiple counterpart originals. All such counterpart originals shall have equal force and effect.

7.11. PHOTOCOPIES--My Agent is authorized to make photocopies of this instrument as frequently and in such quantity as my Agent shall deem appropriate. All photocopies shall have the same force and effect as any original.

7.12. SEPARATION OR DIVORCE--If my spouse has been appointed my Agent or an alternate agent hereunder and, subsequent to the execution of this instrument, my spouse and I are legally separated or divorced or such proceeding is pending, then such pending proceeding or actual legal separation or divorce shall automatically remove my spouse as Agent or alternate agent.

7.13. TEMPORARY UNAVAILABILITY OF AGENT--If my Agent is unavailable to serve because of short-term illness, vacation, or other circumstances that make it impossible or impractical for my Agent to serve as Agent for a temporary period of time, then the power of my Agent shall pass to the next designated Agent for such temporary period of time. The temporary passage of powers from my Agent to the successor agent shall be described by my Agent in a writing bearing a notarial acknowledgment that specifies the time period during which the successor agent shall be authorized to act under this instrument. The powers of my Agent shall be restored to my Agent at the expiration of the time described in such writing.

7.14. APPOINTMENT OF ANCILLARY AGENT--If at any time, my Agent deems it necessary or desirable in my Agent's discretion to appoint one or more Agents to act in another jurisdiction under this power of attorney (such Agent or Agents being hereinafter referred to in the aggregate as "Ancillary Agent"), my Agent from time to time and at any time may appoint one or more such Ancillary Agents. In making such appointment, my Agent may execute and deliver such documents and instruments (including Living Wills, Health-Care Powers of Attorney, Declarations of Desire for Natural Death) as may be necessary, desirable, convenient, or proper to effectuate any such ancillary appointment. My Agent may grant to any Ancillary Agent, some or all of the powers and duties and authorities granted to my Agent hereunder but may not grant to any such Ancillary Agent powers that are inconsistent with or different from those powers granted to my Agent hereunder.

7.15. AGENT'S RESIGNATION--If the situation arises wherein the remaining Agent desires to resign as my Agent, there is no successor agent named in this instrument who is willing and able to serve as my Agent, and I am incapacitated at the time of such resignation, then on such resignation, the remaining Agent is authorized and empowered to appoint a substitute Agent to act and serve as my Agent, such appointment to be made in a written instrument that shall be (1) signed by the remaining Agent, (2) delivered to my substitute Agent, and (3) attached to this instrument.

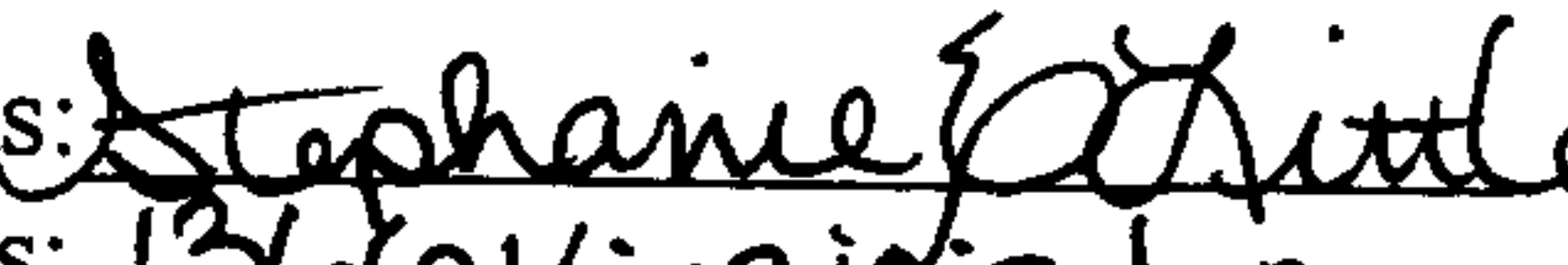
7.16. AGENT'S DEATH, INCAPACITY, OR RESIGNATION--If I should become incapacitated with no successor Agent named in this instrument who is willing and able to serve as my Agent if the remaining Agent should die, become incapacitated, or resign prior to my death, the remaining Agent is then authorized and empowered to appoint a substitute Agent, such appointment to be made in a written instrument that shall (1) specify the event or events on which such substitution shall become effective, (2) be signed by the remaining Agent, (3) be delivered to my substitute Agent, and (4) be attached to this instrument.

7.17. EMPLOYMENT OF PRINCIPAL'S ATTORNEY--I direct my Agent to employ the attorney who drafted this instrument. I waive any conflicts of interest that may arise from such employment; authorize the attorney to make full disclosure to my Agent of my estate plan and business, financial, and personal affairs; and authorize my attorney to accept the employment.

IN WITNESS WHEREOF, I have executed this Power of Attorney on this 11th day of September, 2000.


Mary Sellers Jeff

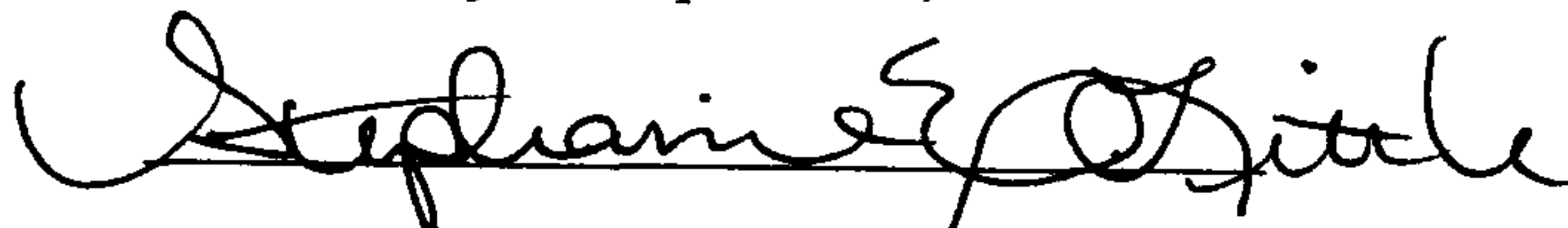
Witness: 
Address: 145 Red Deer Lane
Reel City, AL 35125

Witness: 
Address: 1360 Virginia Ln.
Hueytown, AL 35023

STATE OF ALABAMA :
:
COUNTY OF JEFFERSON :

BEFORE ME, the undersigned authority, personally appeared Mary Sellers Jeff, personally known to me or proved to me, on the basis of satisfactory evidence, to be the person whose name is subscribed to the within instrument, and acknowledged that such person executed the same.

WITNESS my hand and official seal this 11th day of September, 2000.



NOTARY PUBLIC STATE OF ALABAMA AT LARGE
MY COMMISSION EXPIRES: June 8, 2004
BONDED THRU NOTARY PUBLIC UNDERWRITERS