

STATE OF ALABAMA

SHELBY COUNTY


20021118000574130 Pg 1/5 23.00
Shelby Cnty Judge of Probate, AL
11/18/2002 13:12:00 FILED/CERTIFIED

GENERAL DURABLE POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That I, David Gregory Warden, of the County of Shelby, State of Alabama, have made, constituted and appointed, and by these presents do make, constitute and appoint my wife, Jennifer Ruff Warden as my true and lawful Attorney-in-Fact and Agent, (hereinafter called "Agent"):

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 sums of money, debts, dues, commercial paper, checks, drafts, accounts, deposits, legacies, bequests, devises, notes, interests, stock certificates, bonds, dividends, certificates of deposit, annuities, pension, profit sharing, retirement, social security, insurance and other contractual benefits and proceeds, all documents of title, all real and personal property, intangible and tangible property and 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 have or may hereafter acquire an interest; to have, use, and take all lawful means and equitable and legal remedies and proceedings in my name for the collection and recovery thereof, and to adjust, sell, compromise, and agree for the same, and to execute and deliver for me, on my behalf, and in my name, all endorsements, releases, receipts, or other sufficient discharges for the same;

(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 automobiles, 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 and 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 gifts 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 claims 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, and 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) Flower Bonds: To purchase for and in my name United States Treasury Bonds issued before March 4, 1971, redeemable at par in payment of Federal estates taxes;
- (j) 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 owed by me;
- (k) 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;
- (l) Delegation of Authority: I grant to my 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 and no/100 Dollars (\$125,000,000.00), and to enter into any management or agency agreements with the said bank or trust company pertaining thereto, with the right on the part of my 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;
- (m) Maintenance and Support: I further authorize and empower my 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 my Agent, for my maintenance and support, and for any person dependent upon me, taking into consideration other income, resources, or financial assistance available to any of them from all other sources. Any decisions made by my Agent with respect to the matters set forth hereinabove shall be final, binding and conclusive upon all of the beneficiaries of my estate, and my Agent shall be released and discharged of any from all liability for any such decisions that my Agent may make in good faith with respect thereto.
- (n) To make any and all arrangements deemed appropriate and in my best interests for my personal care, support, maintenance, living arrangements, medical, surgical or dental care; to authorize, consent, or request for me and in my name that I be admitted or placed as a patient or resident in any type of retirement home or facility, nursing care facility, hospital, or other similar facility; and to give consent for me and in my name to any and all types of medical treatment or

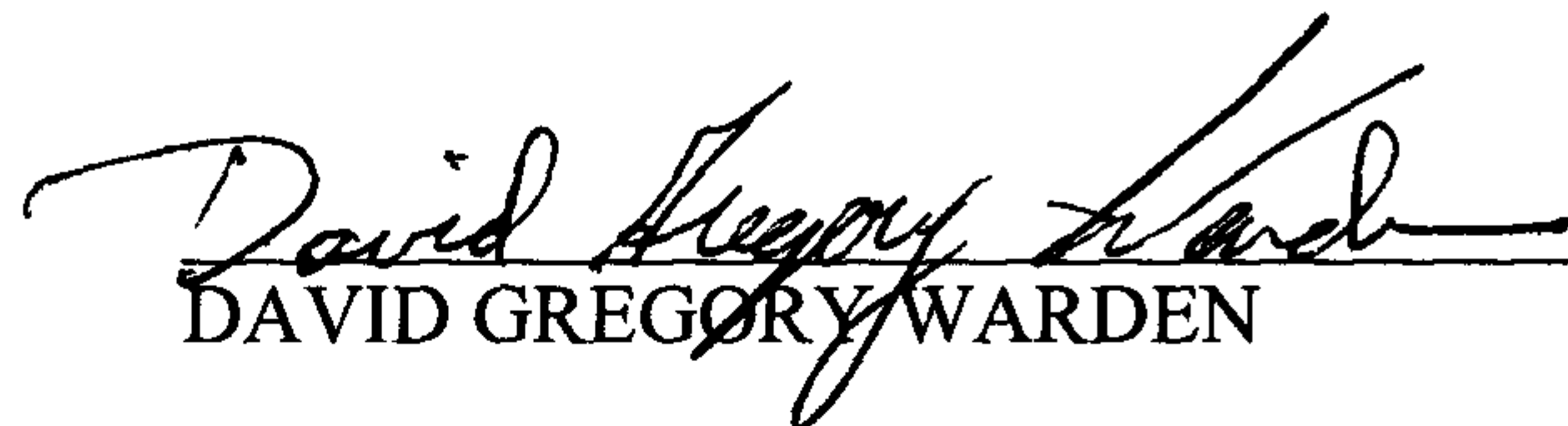
procedures, dental treatment or procedures, or surgical procedures; to give consent for me and in my name to the disclosure of any or all confidential or privileged information or communications in the possession of any person or institution and which may have been generated by the rendering of any care to me by any such person or institution of any of the kind or types herein referred to; to sign, execute, acknowledge, and deliver for me and in my name any and all instrument or documents of any kind or type whatsoever deemed by my said attorney in the sole discretion of my said attorney to be in my best interest or to be necessary or appropriate in order to carry out any of the authority herein vested in my said attorney; to employ physicians, surgeons, dentists, nurses, paraprofessionals, or other individuals, and to employ any institutions, all as may be deemed necessary or appropriate by my said attorney in order to render to me any of the types of care herein referred to.

2. **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.
3. **NOMINATION OF GUARDIAN OR CURATOR:** In the event court proceedings are hereafter commenced to appoint a guardian, curator or other fiduciary to take charge of, manage and conserve my property, I hereby nominate and appoint my Agent above-named as my guardian, curator, or other fiduciary and exempt him from bond or making any accounting to any court.
4. **INTERPRETATION AND GOVERNING LAW/EFFECTIVENESS:**
 - (A) 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.
 - (B) This instrument is to be construed and interpreted as a general durable power of attorney effective in the event of the disability or incapacity of the principal as determined by any physician licensed to practice medicine in the state of Alabama. My Agent is hereby authorized to represent to all third parties that the powers and authority granted hereunder are fully effective, and that no persons who may act in

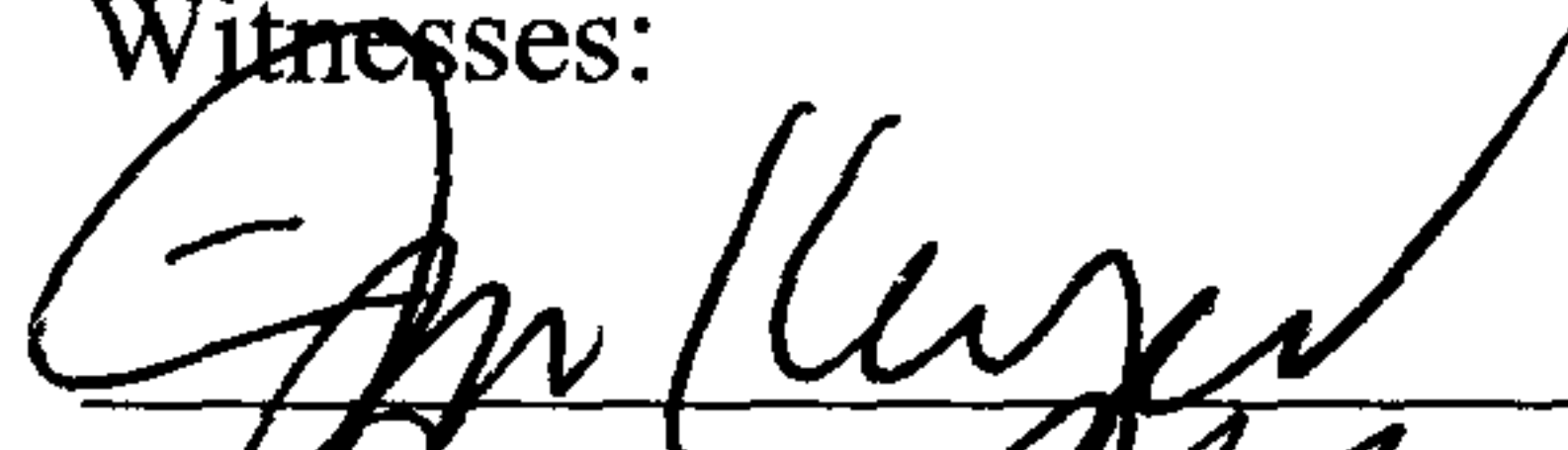
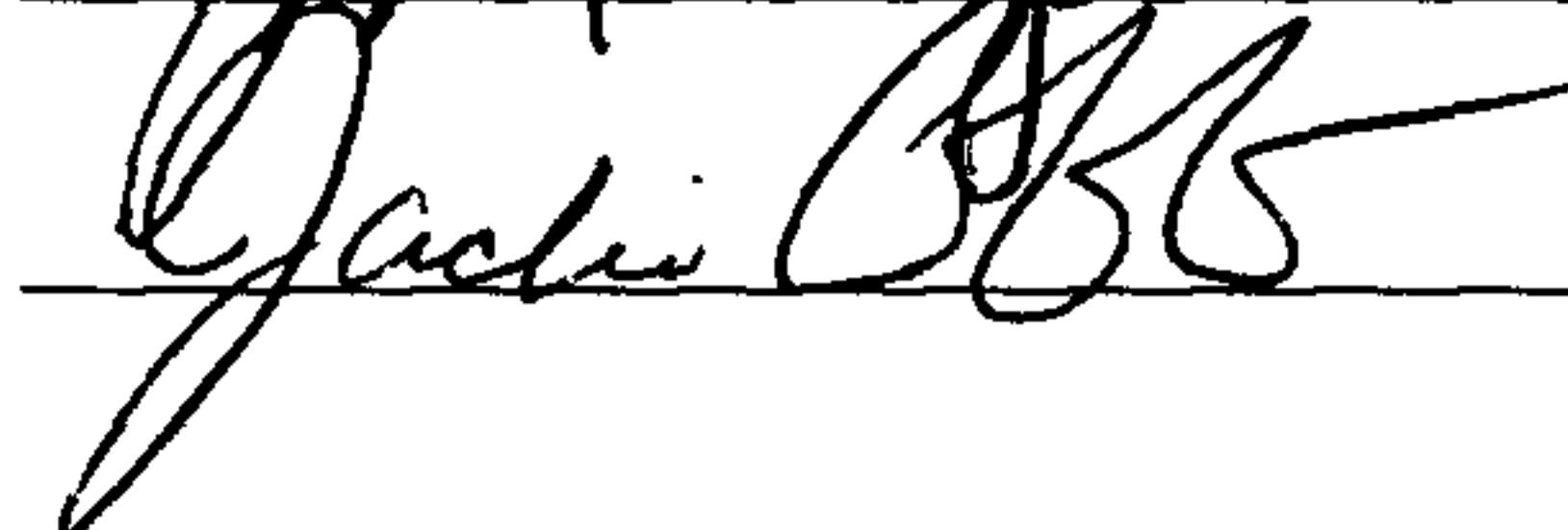
reliance upon such representation of my Agent or the authority granted to my Agent herein shall incur any liability to me or my estate as a result of permitting my Agent to exercise any such power.

5. If Jennifer Ruff Warden cannot or will not serve, then under the same conditions, David Carlisle Warden shall serve with all the same powers and duties conferred upon my first named attorney-in-fact. If David Carlisle Warden cannot or will not serve then William Donald Ruff shall serve under the same terms and conditions.

IN WITNESS WHEREOF, I have executed this General Durable Power of Attorney, which shall not be invalidated by my disability incapacity or incompetency, on this 7th day of October, 2002.


DAVID GREGORY WARDEN

Witnesses:

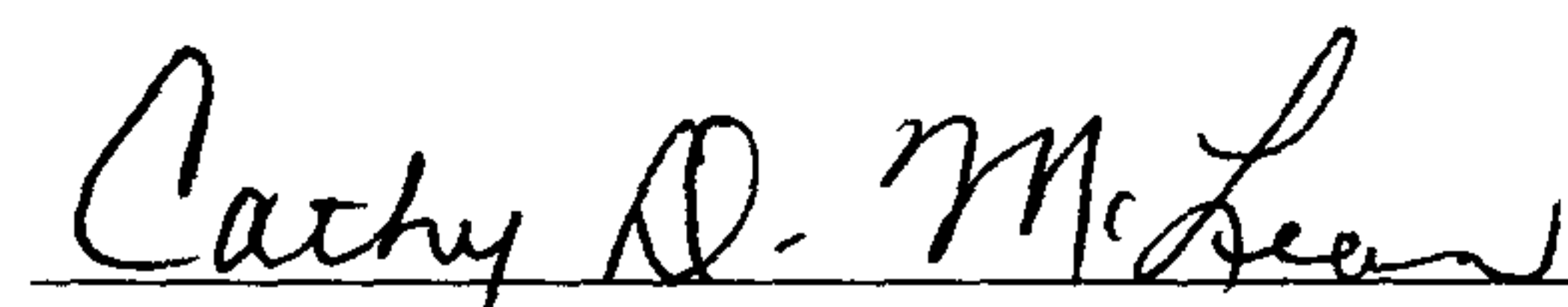



STATE OF ALABAMA

JEFFERSON COUNTY

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that David Gregory Warden, 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 this instrument, he executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this the 7th day of October, 2002.


NOTARY PUBLIC
My commission expires: 7-30-05