

After recording return to:

✓ Christopher T. Graham, Esq.
Cohen Pollock Merlin, Axelrod
& Small, P.C.
3350 Riverwood Parkway
Suite 1600
Atlanta, Georgia 30339

DURABLE POWER OF ATTORNEY:
GENERAL POWER

County of Shelby

State of Alabama

I, ALEX D. BAKER (hereinafter "Principal"), a resident of Shelby County, Alabama, do hereby constitute and appoint my spouse, SUZY M. BAKER, my true and lawful attorney-in-fact (hereinafter sometimes referred to as my "Agent") for me and give such person the power specified below to act in my name, place, and stead in any way which I, myself, could do if I were personally present with respect to the following matters:

1. **Bank and Credit Union Transactions:** To make, receive, sign, endorse, execute, acknowledge, deliver, and posses checks, drafts, bills of exchange, letters of credit, notes, stock certificates, withdrawal receipts and deposit instruments relating to accounts or deposits in, or certificates of deposit of banks, savings and loans, credit unions, or other institutions or associations.
2. **Payment Transactions:** To pay all sums of money, at any time or times, that may hereafter be owing by me upon any account, bill or exchange, check, draft, purchase, contract, note, or trade acceptance made, executed, endorsed, accepted, and delivered by me or for me in my name, by my Agent.

3. **Real Property Transactions:** To lease, sell, mortgage, purchase, exchange, and acquire, and to agree, bargain, and contract for the lease, sale, purchase, exchange, and acquisition of, and to accept, take, receive, and possess any interest in real property whatsoever, on such terms and conditions, and under such covenants, as my Agent shall deem proper; and to maintain, repair, tear down, alter, rebuild, improve, manage, insure, move, rent, lease, sell, convey, subject to liens, mortgages, and security deeds, and in any way or manner deal with all or any part of any interest in real property whatsoever, including specifically, but without limitation, real property lying and being situate in the State of Alabama, under such terms and conditions, and under such covenants, as my Agent shall deem proper and may for all deferred payments accept purchase money notes payable to me and secured by mortgages or deeds to secure debt, and may from time to time collect and cancel any of said notes, mortgages, security interests, or deeds to secure debt.
4. **Personal Property Transactions:** To lease, sell, mortgage, purchase, exchange, and acquire, and to agree, bargain, and contract for the lease, sale, purchase, exchange, and acquisition of, and to accept, take, receive, and possess any personal property whatsoever, tangible or intangible, or interest thereto, on such terms and conditions, and under such covenants, as my Agent shall deem proper; and to maintain, repair, improve, manage, insure, rent, lease, sell, convey, subject to liens or mortgages, or to take any other security interests in said property which are recognized under the Uniform Commercial Code as adopted at that time under the laws of Alabama or any applicable state, or otherwise hypothecate, and in any way or manner deal with all or any part of any real or personal property whatsoever, tangible or intangible, or any interest therein, that I own at the time of execution or may thereafter acquire, under such terms and conditions, and under such covenants, as my Agent shall deem proper.
5. **Stock and Bond Transactions:** To purchase, sell, exchange, surrender, assign, redeem, vote at any meeting, or otherwise transfer any and all shares of stock, bonds, or other securities in any business, association, corporation, partnership, or other legal entity, whether private or public, now or hereafter belonging to me.
6. **Safe Deposits:** To have free access at any time or times to any safe deposit box or vault to which I might have access.
7. **Borrowing:** To borrow from time to time such sums of money as my Agent may deem proper and execute promissory notes, security deeds or agreements, financing statements, or other security instruments in such form as the lender may request and renew said notes and security instruments from time to time in whole or in part.

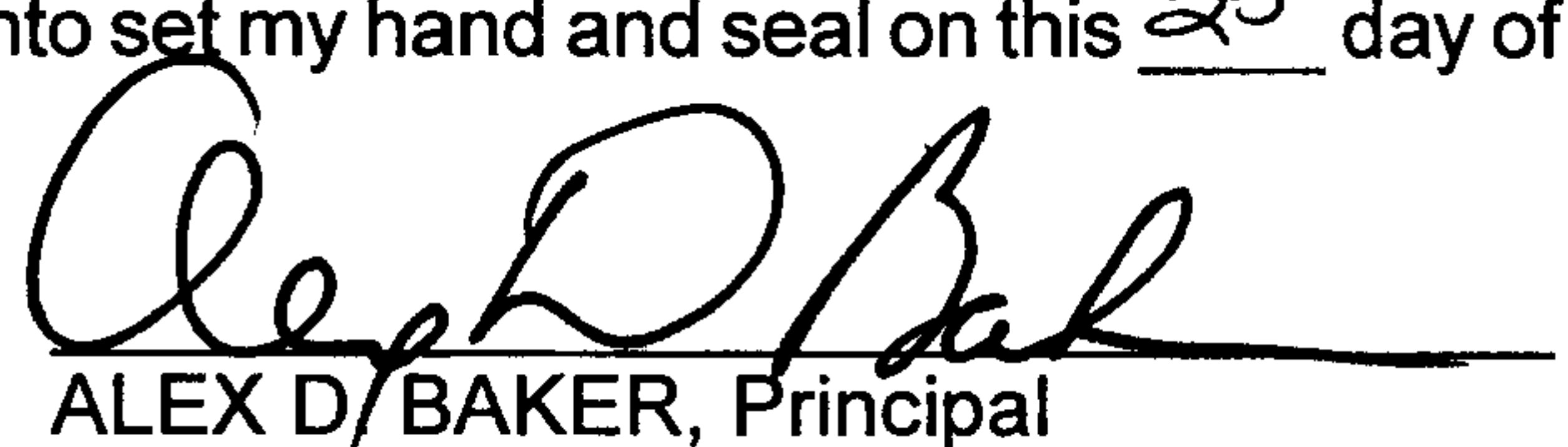
8. Business Operating Transactions: To conduct, engage in, and otherwise transact the affairs of any and all lawful business ventures of whatever nature or kind that I may now or hereafter be involved in.
9. Insurance Transactions: To exercise or perform any act, power, duty, right, or obligation, in regard to any contract of life, accident, health, disability, liability, or other type of insurance or any combination of insurance; and to procure new or additional contracts of insurance for me and to designate the beneficiary of same; provided, however, that my Agent cannot designate himself or herself as beneficiary of any such insurance contracts.
10. Disputes and Proceedings: To commence, prosecute, discontinue, or defend all actions or other legal proceedings touching my property, real or personal, or any part thereof, or touching any matter in which I or my property, real or personal, may be in any way concerned. To defend, settle, adjust, make allowances, compound, submit to arbitration, and compromise all accounts, reckonings, claims, and demands whatsoever that now are, or hereafter shall be, pending between me and any person, firm, corporation, or other legal entity, in such manner and in all respects as my Agent shall deem proper.
11. Hiring Representatives: To hire accountants, attorneys at law, consultants, clerks, physicians, nurses, agents, servants, workmen, and others and to remove them, and to appoint others in their place, and to pay and allow the persons so employed such salaries, wages, or other remunerations, as my Agent shall deem proper.
12. Tax, Social Security, and Unemployment: To prepare, to make elections, to execute and to file all tax, social security, unemployment insurance, and informational returns required by the laws of the United States, or of any state or subdivision thereof, or of any foreign government; to prepare, to execute, and to file all other papers and instruments which the Agent shall think to be desirable or necessary for safeguarding of me against excess or illegal taxation or against penalties imposed for claimed violation of any law or other governmental regulation; and to pay, to compromise, or to contest or to apply for refunds in connection with any taxes or assessments for which I am or may be liable.
13. Gifts: To make gifts to any one or more of my descendants of whatever degree (including my Agent if my Agent is a spouse or descendant of mine), spouses of my descendants (including the spouse of my Agent if said Agent is a descendant of mine and spouses of any descendants of mine who shall have predeceased me) and any other person who my Agent deems the natural object of my bounty, in such amounts and at such times as my Agent

shall determine in my Agent's sole discretion. To make gifts to such charities, from time to time, as my Agent shall determine as being consistent with my own charitable intentions, in such amounts and at such times as my Agent shall determine in my Agent's sole discretion. To disclaim gifts, devises and bequests in accordance with state and Federal law, even if such disclaimer shall directly or indirectly benefit my Agent.

14. **Broad Powers:** Without, in any way, limiting the foregoing, generally to do, execute, and perform any other act, deed, matter, or thing whatsoever, that should be done, executed, or performed, or that in the opinion of my Agent, should be done, executed, or performed, for my benefit or the benefit of my property, real or personal, and in my name of every nature and kind whatsoever, as fully and effectually as I could do if personally present.
15. **Effective Date:** This document shall become effective upon the date of the Principal's signature. This instrument shall remain effective until written revocation by me or my death, whichever occurs first.
16. **Subsequent Events:** It is my desire and intention that this power of attorney shall not be affected by my subsequent disability, incapacity, or mental incompetence. Any and all acts done by the Agent pursuant to the powers conveyed herein during any period of my disability or incapacity shall have the same force and effect as if I were competent and not disabled.
17. **Revocations:** This power of attorney is being recorded in the office of the Clerk of the Superior Court of Shelby County, Alabama and shall remain effective unless and until a revocation is also recorded in said Clerk's office. Absent the recording of such a revocation, no person dealing with my said Agent shall be obligated to inquire as to the powers of my Agent or the validity of this power of attorney.
18. **Ratification:** I do hereby ratify and confirm all acts whatsoever which my Agent shall do, or cause to be done, in or about the premises, by virtue of this power of attorney.
19. **Reliance:** All parties dealing in good faith with my Agent may fully rely upon the power of and authority of my Agent to act for me on my behalf and in my name, and may accept and rely on agreements and other instruments entered into or executed by my Agent pursuant to this power of attorney.
20. **Compensation of Agent.** My Agent shall receive no compensation for services rendered as Agent.

21. Successor Agent. If my Agent designated herein shall be unwilling or unable to serve hereunder, I designate my son, SHAWN BAKER, and NEILL B. FAUCETT, jointly, or the survivor of them, individually, as my successor Agent (hereinafter referred to as a "Successor Agent") and, upon the then execution by the Successor Agent of the "Acceptance of Appointment" provided in this Durable Power and the filing of said Acceptance of Appointment with the Superior Court of Shelby County, Alabama, the Successor Agent shall possess all of the rights and be bound by all of the duties and responsibilities as if such Successor Agent were the originally named Agent herein. Any Agent acting hereunder, whether the Agent named herein or a Successor Agent, shall have full power to substitute, at any time and for any of the purposes described above, one or more agents, and such agent shall become a "Successor Agent" upon complying with the terms of this Paragraph 21. Any agent, whether the Agent or a Successor Agent, who appoints one or more Successor Agents shall have the power to revoke the agency of any Successor Agent he appoints by complying with the terms of Paragraph 17 hereof.
22. Paramount Provision. I expressly grant to my Agent the authority to receive on my behalf any "protected health information" as such term is defined in the Health Insurance Portability and Accountability Act of 1996 (as from time to time amended), or any statute from time to time in effect and corresponding thereto, and consistent therewith my Agent shall be deemed to be my "personal representative" under said Act for all purposes whatsoever.

IN WITNESS WHEREOF, I have hereunto set my hand and seal on this 23rd day of December, 2003



ALEX D. BAKER, Principal

(WITNESS SIGNATURES CONTINUED ON FOLLOWING PAGE)

Witness:

Amy E. McMullen

Address:

501 Hagood Street
Birmingham, AL 35213

Witness:

Alex C. Whithead

Address:

3539 Erica Way
Birmingham, AL 35243

I, Joy Crain, a Notary Public, do hereby certify that
ALEX D. BAKER personally appeared before me this date and acknowledged the due
execution of the foregoing Power of Attorney.

Joy Crain
Notary Public

State of Alabama

County of Shelby

ACCEPTANCE OF APPOINTMENT

I, SUZY M. BAKER, have read the foregoing Power of Attorney and am the person identified therein as Agent for ALEX D. BAKER, the Principal named therein. I hereby acknowledge the following:

I owe a duty of loyalty and good faith to the Principal, and must use the powers granted to me only for the benefit of the Principal. I must keep the Principal's funds and other assets separate and apart from my funds and other assets and titled in the name of the Principal. I must not transfer title to any of the Principal's funds or other assets into my name alone. My name must not be added to the title of any funds or other assets of the Principal, unless I am specifically designated as Agent for the Principal in the title.

I must protect and conserve, and exercise prudence and caution in my dealings with, the Principal's funds and other assets.

I must keep a full and accurate record of my acts, receipts, and disbursements on behalf of the Principal, and be ready to account to the Principal for such acts, receipts, and disbursements at all times. I must provide an annual accounting to the Principal of my acts, receipts, and disbursements, and must furnish an accounting of such acts, receipts, and disbursements to the personal representative of the Principal's estate within 90 days after the date of death of the Principal.

I have read the Compensation of Agent paragraph in the Power of Attorney and agree to abide by it.

I acknowledge my authority to act on behalf of the Principal ceases at the death of the Principal.

I hereby accept the foregoing appointment as Agent for the Principal with full knowledge of the responsibilities imposed on me, and I will faithfully carry out my duties to the best of my ability.

Dated: December 23, 2003.

Suz Maccabre Baker
SUZY M. BAKER, Agent

4539 High Court Circle
Birmingham, Alabama 35242

I, Joy Crain, a Notary Public, do hereby certify that SUZY M. BAKER personally appeared before me this date and acknowledged the due execution of the foregoing Acceptance of Appointment.

Joy Crain
Notary Public

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