

STATE OF ALABAMA)

JEFFERSON COUNTY)

KNOW ALL MEN BY THESE PRESENTS: That I, JOHN C. WALDEN, of 1233 Tribe Trail, Shelby County, Alabaster, Alabama, hereby make, constitute and appoint my daughters, GAIL W. BURTON and PATRICIA R. WALDEN, jointly and each of them severally, as my true and lawful attorneys-in-fact, for me, and in my name, place and stead and on my behalf, to do and perform, jointly or severally, any and all of the acts, commitments and/or undertakings specifically described below. In order to clarify my intentions as described above, and except as otherwise provided herein, I specifically direct that at all times any right, power or authority hereinbelow granted may be exercised either (1) by the joint and concurrent action of both attorneys named above, or (2) by the sole and exclusive action of either attorney named above, acting alone and upon her sole direction; and the death, failure to act, or incapacity during my lifetime of either such person hereinabove appointed shall not in any manner affect or limit the power or authority of the other such person herein appointed to continue to act in her sole discretion.

A. To make deposits in and withdrawals from all of the checking, savings and/or brokerage accounts which I may have from time to time at any bank, savings and loan association, brokerage firm, or other similar financial institution; to invest in such money market funds, daily interest accounts, commercial paper, certificates of deposit, master notes or other similar investments maintained by any such bank, savings and loan association, brokerage firm or other financial institution as either or both of my attorneys may determine; and to make, execute, endorse, accept and deliver in my name or in the name of either or both of my said attorneys all checks, drafts, money orders, deposit and withdrawal slips, written confirmations and any other instruments which may be necessary or proper with respect to any such accounts or investments; to have entry to any safe deposit box of mine by signing any record for such entry, and to deposit in and withdraw from said safe deposit box any property that my attorneys may deem appropriate or necessary;

B. To buy, sell, exchange or otherwise purchase or dispose of, either by public auction or by private sale, any and all kinds of real property (whether improved or unimproved), personal property, chattels, automobiles, stocks (whether common or preferred), bonds, securities, rights with respect to such securities, mutual fund shares, general or limited partnership interests, or any bonds, bills or securities of the United States or of any state or municipal corporation or private company, and to receive the consideration for the sale thereof, and for me and in my name to execute such bills of sale, deeds, transfers or assignments as shall be necessary to convey good and complete title to any of the aforesaid property to the purchaser or purchasers thereof;

C. To receive the interest, dividends, rents or other income with respect to all securities or real property held, as well as the principal thereof upon the maturity, redemption or sale of such property, and upon receipt of any moneys which shall be paid, to pay or deposit the same in my name, or otherwise, with any bankers, brokers or other agents; to draw out and expend such moneys from time to time and to apply the same for any of the purposes authorized herein, or from time to time to invest the same in such legal or non-legal investments as may in the discretion of either or both of said attorneys seem fit and proper;

D. To borrow from time to time on my behalf such sums of money as either or both of my attorneys may consider necessary, and upon such terms and conditions as may be deemed appropriate; and, in order to secure any such loan, my said attorneys shall have full power and authority to pledge my assets, whether real or personal, and to execute, sign, acknowledge and deliver, in such form as may be required, any promissory note, mortgage, security agreement or any other instrument that may be necessary in order to give the lender the right to resort to my property as security for the repayment of any such loan;

E. To vote at all meetings of stockholders of any company or corporation in which I may now or hereafter own any shares, or at the meetings of any partnership in which I may have

any interest, whether as limited partner, general partner, or otherwise, and for that purpose to execute for me and on my behalf such proxies, waivers of notice or other instruments as may be appropriate with respect to the voting of such shares of stock or partnership interests;

F. To demand, sue for, collect and receive all debts and obligations as are now, or shall hereafter become due, owing, payable, or belonging to me or in which I may in the future acquire an interest; to settle and compromise any such debts or obligations that may be due me, and to endorse in my name any check or note payable to me or my order given in payment of any such debt or obligation; to satisfy any mortgage indebtedness and to take such other steps in connection with any such debt or obligation that either or both of my attorneys may deem necessary and proper, and in my name to make and deliver all necessary receipts, releases and discharges of any such debt or obligation with the same effect as if such receipts, releases or discharges were executed by me personally;

G. To adjust, compromise, settle or submit to arbitration any claims, debts, demands, accounts or other matters, regardless of whether arising out of contract, tort or otherwise, whether requiring the payment of money or the performance of acts, so far as the same affects any matter now existing or which may hereafter arise between me and any other person, firm or corporation; and I do hereby confer upon my said attorneys full power and authority to do any act that may be required for the full and complete settlement of any such claim or other matter herein specified, whether in my favor or adverse to me;

H. For the calendar years 1998 through 2028, both inclusive, to prepare, execute and file on my behalf all necessary federal, state and local tax returns, whether income, gift or otherwise, declarations relating thereto, consents to gift-splitting elections and claims for refunds; and in connection therewith to represent me in person or to employ counsel to represent me before any office of the Internal Revenue Service, or before any person, board, administrative body, or court having jurisdiction over any matter concerning such federal, state, or local taxes, whether income or otherwise, which I may owe or which may be owing to me; and either or both of my said attorneys shall have full power and authority to make such settlements as may be deemed appropriate, to execute waivers, consents and closing agreements, and to pay any such claims of additional taxes, interest and penalties as are legally owed by me, and to receive all refunds due me from any taxing authorities;

I. To make such contracts and incur such legal obligations on my behalf, and to pay and discharge any such legal obligations, as well as to pay all bills, charges, taxes and any other debts that may be incurred by me or on my behalf, or that may be incurred by or for the use and benefit of any person to whom I have a legal obligation of support, as my attorneys may deem proper;

J. To purchase, continue to carry, cancel or otherwise dispose of fire, casualty, property, income protection, medical, hospital, life, liability or other type of insurance, and to pay the premiums thereon; and with respect to any policy of insurance, to exercise any right, privilege, option or other incident of ownership which I may have thereunder or pertaining thereto;

K. To appoint and employ, with or without compensation, such accountants, attorneys at law, investment counselors and other representatives, agents and/or employees as my said attorneys shall deem advisable; and to dismiss or discharge the same and to appoint and employ any others in their stead;

L. To determine my place of residence from time to time, to pay my ordinary household expenses, to arrange for and pay the costs of medical, dental, nursing, hospital, convalescent and other health care and treatment, including admission to hospitals, nursing homes, rest homes or other care facilities or institutions; to consent to medical and therapeutic treatment and surgical procedures on my behalf, and to make application for insurance, pension or employee benefits related to such health care and treatment, including, but not limited to, benefits under Social Security, Medicare and Medicaid; to obtain on my behalf copies of medical reports, summaries or other related information concerning my health, and to execute any written consents

on my behalf for the disclosure of such reports, summaries, or related information as may be required under any applicable federal statute, statutes of any state of the United States, or ordinances, rules or requirements of any local governmental municipality, authority or agency;

M. To grant, bargain, sell, exchange, convey, or contract to convey, or grant options with respect to the conveyance of, any and all real property, wheresoever located, that I may own at any time, or have any interest therein, particularly including but not limited to my house located at my address described above. All of such powers of sale herein described may be exercised with respect to any such property, whether owned singularly by me or jointly with one or more co-owners, and upon such terms and conditions as either or both of my attorneys may determine appropriate, either for cash, or upon credit (including the taking of a purchase-money mortgage) or in exchange for other property, either in whole or in part; to execute, acknowledge, and deliver in my name any deed, conveyance or other instrument that may be required for the transfer of said property, with such covenants and warranties, if any, that may be appropriate, and to receive on my behalf any money payable to me on closing, whether for the purchase price or adjustment of taxes, insurance premiums, or otherwise; to enter into any lease or sublease of my property, or renewal, cancellation, amendment or extension thereof, or consent to the assignment or sublease of any lease of real property, and to take possession of, manage, alter, repair or improve any such lands, buildings, tenements and other structures, or parts thereof; to mortgage any such property in such amount, on such conditions, and at such rates of interest as my attorneys deem advisable; to request, demand, sue for, collect, accept, recover, and receive all moneys that are or may become due to me as a result of such sale, lease, or conveyance; and to pay any amounts required to be paid by me, whether for taxes, insurance, improvements, repairs, or otherwise;

N. In connection with any of the above powers, or otherwise, to commence, and prosecute on my behalf, or to defend any suits, actions and/or causes of action, or other legal or equitable proceedings for the recovery of any of my lands or for any goods, chattels, debts, duties, demands, causes, or anything whatsoever, due or to become due or belonging to me, or claimed against or from me, and to prosecute, maintain, compromise, defend and/or discontinue the same, as either or both of my attorneys shall deem proper; and, in connection therewith, to act in my name, place and stead by accepting and receiving service of all process, papers and notices that may be legally issued and served within the State of Alabama;

O. To make gifts to my spouse, and/or to my lineal descendants of whatever degree, or to any one or more of them (including each attorney-in-fact), in equal or unequal amounts but not to exceed, however, the annual sum of Twenty Thousand Dollars (\$20,000) to any one person; provided, however, any said gift shall be made by the joint and concurrent action of both attorneys named above.

P. To pay my pledges and to make such gifts as I have regularly made to any one or more charitable organizations described in Section 170(c) of the Internal Revenue Code (or any corresponding provision thereof), in equal or unequal amounts but not to exceed, in the aggregate, twenty percent (20%) of my federal adjusted gross income in any one year.

This power of attorney shall not be affected by my disability, incompetency, or incapacity, and both of my said attorneys may continue to exercise, without limitation, all of the full powers and authority herein conferred, notwithstanding any subsequent disability, incompetency or incapacity of mine. Furthermore, in the event that at any time after the date hereof it becomes necessary or desirable to commence legal proceedings for the appointment of a legal guardian for me or a conservator for the management of my estate, or for any portion thereof, then I hereby nominate either one of my said attorneys-in-fact as such legal guardian or conservator if such legal proceedings should result in the appointment of a legal guardian or conservator for me or on my behalf. I further direct that the court having jurisdiction of such proceedings shall observe the priority of my nomination as herein expressed, except for good cause shown or other disqualification or inability to serve on the part of either nominee.

This instrument is to be construed and interpreted as a general power of attorney and the enumeration herein of specific items, rights, acts and/or powers is not intended to limit or restrict,

and it is not to be construed or interpreted as limiting or restricting, the general powers herein granted to my said attorneys-in-fact hereinabove named. Accordingly, I hereby authorize and empower each attorney-in-fact to do and perform every act, deed, matter and thing whatsoever in and about my estate, property and affairs, in my name, place and stead, as fully and to all intents and purposes the same as I might or could have done personally; and I do hereby ratify and confirm all of the acts of each such attorney-in-fact which may be done by virtue of this power of attorney.

No person, firm or corporation relying in good faith upon this power of attorney shall incur any liability to me or to my estate as a result of permitting either or both of my attorneys-in-fact to exercise any power, authority or discretion granted herein. Any person, firm or corporation dealing with either attorney-in-fact may rely, without inquiry, upon the certification of either such attorney that this power of attorney has not been revoked. Nevertheless, I specifically reserve the right at any time to revoke this power of attorney by written instrument delivered to each attorney-in-fact. Until notice of such revocation is received, however, all third parties may rely upon the representations and authority of each attorney-in-fact under the powers granted herein.

This power of attorney shall be governed by the laws of the State of Alabama.

IN WITNESS WHEREOF, I have hereunto set my hand and seal this 24th day of March, 1998.

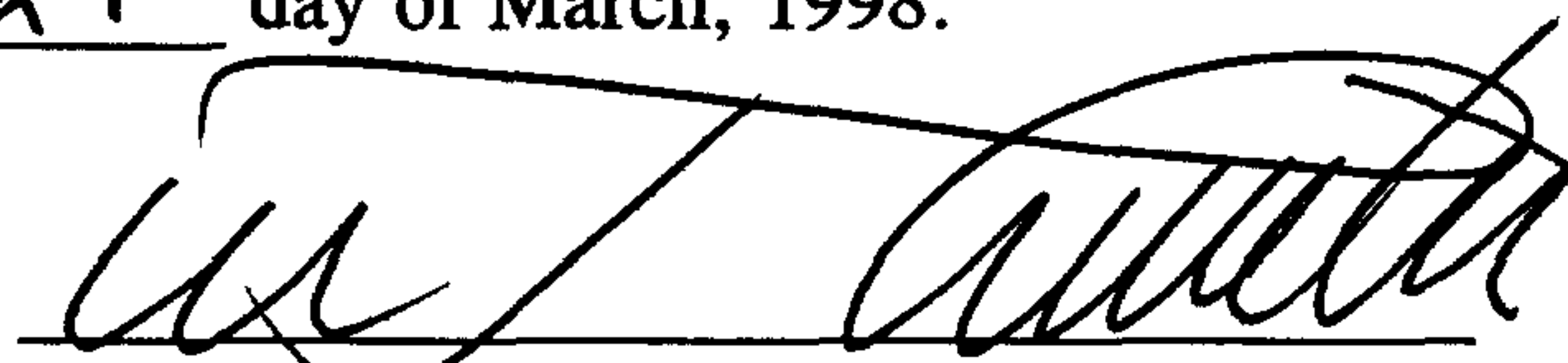

John C. Walden

STATE OF ALABAMA)

JEFFERSON COUNTY)

I, the undersigned, a Notary Public in and for said County and State, hereby certify that JOHN C. WALDEN, whose name is signed to the foregoing Power of Attorney and who is known to me, acknowledged before me on this day that, being informed of the contents of said Power of Attorney, he executed the same voluntarily on the day the same bears date.

Given under my hand and seal this 24th day of March, 1998.


Notary Public

My Commission Expires:
6-30-00

2004 508
Recorded in the Above
MISCELLANEOUS Book & Page
05-18-2004 01:47:03 PM
William Oswalt - Probate Judge
Fayette County, Alabama
Book/Pg: 2004/505
Term/Cashier: RECORD / marions
Tran: 1766.46686.52542
Recorded: 05-18-2004 13:47:45
PJF Index / Record Fee 3.00
REC Recording Fee 16.00
Total Fees: \$ 19.00