

C210442

DURABLE POWER OF ATTORNEY

STATE OF ALABAMA

Shelby COUNTY

KNOW ALL MEN BY THESE PRESENTS, that I, Roland H. Henson, as principal (hereinafter referred to as "Principal"), a resident of the State and County aforesaid, do make, constitute and appoint my attorney, Patricia P. Henson to act as my true and lawful agent or attorney in fact (hereinafter referred to as "Agent") to do and perform each and every act, deed, matter and thing whatsoever in and about my estate, property and affairs as fully and effectually to all intents and proposes as I might or could do in my own proper person, if personally present, including, without limiting the generality of the foregoing, the following specifically enumerated powers which are granted in aid and exemplification of the full, complete and general power herein granted and not in limitation or definition thereof.

1. To forgive, request, demand, sue for, recover, elect, receive, hold all such sums of money, debts, dues, commercial paper, checks, drafts, accounts, deposits, legacies, bequests, devises, notes, interest, stock certificates, bonds, dividends, certificates of deposit, annuities, pension, profit sharing, retirement, social security, insurance, and all other contractual benefits and proceeds, all documents of title, all property and all property rights, and demands whatsoever, liquidated or unliquidated, now or hereafter owned by me, 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.

2. To, buy, receive, lease as lessor, accept or otherwise acquire; to sell, convey, mortgage, grant options upon, hypothecate, pledge, transfer, exchange, quit claim, or otherwise encumber or dispose of; or to contract or agree for the acquisition, disposal, or encumbrance of any property whatsoever or any custody, possession, interest, or right therein, for cash or credit and upon such terms, considerations and conditions as "Agent" shall think proper, and to execute and deliver for me, on my behalf, and in my name, all leases, deeds of conveyance, mortgages, pledges, instruments of transfer and contracts for the same, and no person dealing with "Agent" shall be bound to see to the application of any monies paid.

3. To take, hold, possess, invest or otherwise manage any or all of my property or any interest therein; to eject, remove or relieve tenants or other persons from, and recover possession of, such property by all lawful means; and to maintain, protect, preserve, insure, remove, store, transport, repair, build on, raze, rebuild, alter, modify, or improve the same or any part thereof, and/or to lease any property for me or my benefit, as lessee, with or without options to renew; to collect, receive and receipt for rents, issues and profits of my property.

4. To invest and reinvest all or any part of my property in any property and undivided interests in property, wherever located, including bonds, debentures, notes, secured or unsecured, stocks of corporations regardless of class, interests in limited partnerships, real estate or any interest in real estate whether or not productive at the time of investment, interests in trusts, investment trusts, whether of the open and/or closed fund types, 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.

5. To make, receive and endorse checks and drafts, deposit and withdraw funds, acquire and redeem certificates of deposit, in banks, savings and loan associations or 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.

6. To pay any and all indebtedness of mine in such manner and at such times as "Agent" may deem appropriate.

7. To borrow money for any purpose, with or without security or on mortgage or pledge of any property.

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

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9. To prepare, sign and file 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 provisions or other tax election; and to prepare, sign and file any claims for refund of any tax.

10. 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 safety deposit box, any institution in which such safety deposit box may be located shall not incur any liability to me or my estate as a result of permitting Agent to exercise this power.

11. To execute any and all contracts of every kind or nature.

12. The Agent or Agents herein are specifically granted the powers to make any conveyances of any type of gifts, such as but not limited to monetary and real or personal property or a combination thereof to the fullest extent available under federal, state, county, city or IRS laws, statutes, or regulations (specifically PLR 9736004). It is the intent of this authorization that said gifts conveyed under this durable power of attorney are to qualify for any gift exclusions or any other tax purposes now or later available, that are allowed by law for gifts.

13. To execute any and all qualified disclaimers regarding the property, whether real or personal of the principal herein named.

As used herein the term "property" includes any property, real or personal, tangible or intangible, wheresoever situated.

All conveyances, papers, instruments, documents or writings executed in my name and behalf by "Agent" shall be in such form and contain such provisions as shall be satisfactory to such "Agent".

The execution and delivery by "Agent" of any conveyance, paper, instrument or document in my name and behalf shall be conclusive evidence of "Agent's" approval of the consideration therefor, and of the form and contents thereof, and that "Agent" deems the execution thereof in my behalf necessary or desirable.

Any person, firm or corporation dealing with "Agent" under the authority of this instrument is authorized to deliver to "Agent" all considerations of every kind of character with respect to any transactions so entered into by "Agent" and shall be under no duty of obligation to see to or examine into the disposition thereof.

Third parties may rely upon the representation of "Agent" as to all matters relating to any power granted to "Agent", and no person who may act in reliance upon the representation of "Agent" of the authority granted to "Agent" shall incur any liability to me or my estate as result of permitting "Agent" to exercise any power. "Agent" shall be entitled to reimbursement for all reasonable costs and expenses incurred and paid by "Agent" on my behalf pursuant to any provisions of this DURABLE POWER OF ATTORNEY but "Agent" shall not be entitled to compensation for services rendered hereunder, except by separate contract.

Notwithstanding any provision herein to the contrary, "Agent" shall not satisfy any legal obligation of "Agent" out of any property subject to this DURABLE POWER OF ATTORNEY, nor may "Agent" exercise this power in favor of "Agent", "Agent's" estate, "Agent's" creditors or the creditors of "Agent's" estate.

Notwithstanding any provision hereto to the contrary, "Agent" shall have no power of authority whatever with respect to any policy of insurance owned by me on the life of "Agent".

This DURABLE POWER OF ATTORNEY shall not be affected by disability, incompetency or incapacity of "Principal" as defined in Section 26-1-2 of the Code of Alabama 1975.

"Principal" may revoke this DURABLE POWER OF ATTORNEY at any time by written instrument delivered to "Agent".

This durable power of attorney revokes and cancels, any and all powers of attorney, durable power of attorney or otherwise, which I have executed prior to the date hereof.

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I understand I may revoke this durable power of attorney at any time.

IN WITNESS WHEREOF, I have executed this DURABLE POWER OF ATTORNEY, and I have directed that photostatic copies of this Power be made, which shall have the same force and effect as an original.

Dated at Childersburg, Alabama, on the 14th day of September 2004.

Roland H. Henson
Principal

City County and State of Residence

Vincent, Shelly, AL

Jackie McIlberry
WITNESS

Shelly L. Jones
WITNESS

STATE OF ALABAMA *
Shelby COUNTY *

I, a Notary Public in and for said State and County hereby certify that Roland H. Henson, whose name is signed to the foregoing DURABLE POWER OF ATTORNEY and who is known to me, acknowledged before me on this date that, being informed of the contents of the DURABLE POWER OF ATTORNEY, he/she executed the same voluntarily on the day the same bears date.

Give under my hand and seal of office this 14th day of September, 2004.

Shelly L. Jones
NOTARY PUBLIC
My Commission Expires: 2/26/07

This document prepared by:
Mitchell & Graham, P.C.
Attorneys-at-Law
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