

STATE OF ALABAMA)
:
TUSCALOOSA COUNTY)



20050104000001970 Pg 1/6 26.00
Shelby Cnty Judge of Probate, AL
01/04/2005 11:43:00 FILED/CERTIFIED

DURABLE POWER OF ATTORNE

I. APPOINTMENT OF AGENT:

KNOW ALL MEN BY THESE PRESENTS, that I, **Orlan M. Free**, as principal, residing in Tuscaloosa County, Alabama, do hereby constitute and appoint **Brandon M. Free**, ("Agent"), my true and lawful attorney for me and in my name, place, and stead, giving and granting to the said **Brandon M. Free** as he shall deem advisable, the full, complete, and unlimited right, power, and authority to do, execute, and perform any act, deed, matter, or thing whatsoever that my Agent, in his discretion, determines ought to be done, executed, or performed, of every nature and kind whatsoever as fully and effectively as I could do if personally present and capacitated. Without in any way limiting the generality of the foregoing, I grant the following specific powers to my Agent:

II. EFFECTIVENESS:

This Power of Attorney shall become effective immediately upon execution. This is a durable power of attorney as defined in § 26-1-2, Code of Ala. (1975), as amended, and shall not be affected by my disability, incompetency or incapacity.

III. RIGHTS AND DUTIES:

(1) My Agent shall be entitled to a reasonable commission as compensation for services and reimbursements for the expenses he reasonably incurs in the performance of his duties hereunder.

(2) My Agent shall not be deemed to have a mandatory duty to exercise the powers conferred upon him by virtue of this instrument.

IV. ADMINISTRATIVE POWERS:

My Agent is hereby empowered:

(1) In buying and selling assets, in lending and borrowing money, and in all other transactions, irrespective of the occupancy by the same person of dual positions, to deal with himself in his separate or any fiduciary capacity;

(2) To engage and dismiss, in his discretion, agents, counselors, attorneys, accountants, and employees;

(3) To prepare, execute, and file income, ad valorem, gift, estate, excise, and other tax returns and other reports, declarations, applications, requests, and documents on my behalf;

(4) To obtain insurance of any kind, nature, or description whatsoever, including without limitation, life insurance and insurance of property in connection with the management, use, or operation, or in respect of the rents, issues, and profits arising therefrom, and to make, execute, and file proofs of loss sustained or claimable thereunder, and make all other instruments in and about the same, and to make, execute, and deliver receipts, releases, or other discharges therefore;

(5) To file any proof of claim, or take any other action, or undertake any other proceeding under the Bankruptcy Act or under any law of any state or territory of the United States, and in any such proceeding to vote in the election of any trustee or assignee, and to demand, receive and accept any dividend or distribution that may be payable therein;

(6) To demand, sue for, collect, recover and receive all goods, claims, debts, monies, interest, and demands whatsoever, now due, or that may hereafter be due or belong to me (including the right to institute any action, suit or legal proceeding for the recovery of any realty, the possession of which I may be entitled), and to make, execute and deliver receipts, releases, or other discharges therefore;

(7) To sue, defend, settle, adjust, compound, submit to arbitration, and compromise all actions, suits, accounts, reckonings, claims, and demands whatsoever that now are, or hereafter shall be, pending between me and any person, firm, partnership, association, or corporation;

(8) To make, execute, endorse, accept, collect, and deliver any bills of exchange, checks, drafts, notes, and trade acceptances;

(9) To receive my mail;

(10) To open and utilize checking and savings accounts in my name, to be authorized signatory thereof, to deal with the same in all respects in my behalf, to withdraw funds therefrom, to close out same;

(11) To endorse checks, with or without restriction, in my name and on my behalf; and to cancel or continue credit cards or charge accounts;

(12) To pay all sums of money that may hereafter be owing by me upon any debt, bill of exchange, check, draft, note or trade acceptance made, executed, endorsed, accepted, and delivered by me or for me by my Agent;

(13) To exercise any general or special power of appointment exercisable by me, directly for my benefit or for the benefit of my family;

(14) To make advancements to any taker (other than my Agent) under the provisions of my Last Will and Testament;

(15) To disclaim interest in property pursuant to the Alabama Uniform Disclaimer of Property Interests Act, as the same may be amended;

(16) To have access to, to remove property from, and to add property to any safe deposit box in my name or in my name jointly with another;

(17) To constitute and appoint, in his place and stead, and as his substitute, one or more agents, for me, with full power of revocation;

(18) To conduct my personal relationships and affairs;

(19) To determine my place of residence from time to time; to pay my ordinary household expenses; to arrange for and pay the cost of medical, dental, nursing, hospital, convalescent, and other health care and treatment, including, but not limited to, admission to hospital's nursing homes, rest homes, or other care facilities or institutions; to consent or refuse consent to treatment; 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; and to obtain on my behalf copies of medical reports, summaries, or other related information concerning me made or taken before or after the date of this instrument, 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;

(20) To borrow money at interest rates then prevailing from any individual, bank or other source, and to mortgage or pledge any property to any lender, including my Agent;

(21) To retain, continue, operate, manage, organize, acquire, invest in, terminate, or dispose of, alone or with others, proprietorships, corporations, limited or general partnerships, joint ventures, land, trusts, and other business or property holding organizations under the laws of any jurisdiction; to lease, sell, purchase or otherwise transfer any property to or from, make further investments in or advance loan funds to, with or without security, and incur obligations on account of or for the benefit of, any such organization; and to employ any persons for such purposes and delegate to them such powers and discretions as my Agent considers advisable;

(22) To undertake the performance of any and all, including the sale of any property or the borrowing of any funds, which my Agent considers necessary or appropriate in order to purchase United States Treasury Bonds redeemable at par in payment of federal estate taxes; provided, however, that nothing contained herein shall be construed as requiring my Agent to acquire any such bond;

(23) To transfer, assign, and convey any property or interest in property which I may own from time to time to any trust of which I am a beneficiary, whether such trust was created before or after the execution of this power of attorney; and

(24) To pay my pledges to and make such gifts as I have regularly made to charitable organizations described in section 170(c) of the Internal Revenue Code of 1986, as from time to time amended or as later recodified; and to continue any gift-giving program I have either established or clearly contemplated, whether before or after the execution of this power of attorney, either outright or in trust, including gifts which require a "split gift" election, to my lineal descendants other than my Agent or any person dependent thereon for support.

V. POWERS WITH RESPECT TO REALTY:

My Agent is hereby empowered:

(1) To enter upon and take possession of all realty that may belong to me, or to the possession of which I may be entitled;

(2) To operate farms and woodlands with hired labor, tenants, or sharecroppers; to acquire realty, crop allotments, livestock, poultry, machinery, equipment, materials, and any other items of production in connection therewith; to clear, drain, ditch, make roads, fence, and plant part or all of such realty; to employ or enter into any practices or programs to conserve, improve, or regulate the efficiency, fertility, and production thereof; to improve, sell, auction, or exchange crops, timber, or other products thereof; to lease or enter into other management, cutting production, or sales contracts for a term beyond the possible termination of the power created hereunder or for a lesser period; to employ the methods of carrying on agriculture, animal husbandry, and silviculture which are in use in the vicinity of any of such realty or which my Agent deems otherwise appropriate; to make loans or advances, at interest, for production, harvesting, marketing, or any other purpose hereunder, in such manner and upon such terms and conditions as he may approve; and in general to take any action which my Agent deems necessary or desirable in such operations of farms and woodlands;

(3) To drill, explore, test, mine, or otherwise exploit oil, gas, or other mineral or natural resources; to engage in absorption, repressuring, and other production, processing, or secondary recovery operations, to install, operate and maintain storage plants and pipelines or other transportation facilities; to engage in any of the above activities directly under such business form as my Agent may select or to contract with others for the performance of them; and to enter into and execute oil, gas, and mineral leases, contracts for royalties, oil payments, and other similar instruments, division and transfer orders, grants, farm-outs, pooling or unitization agreements, and such other instruments or agreements in connection therewith as he may deem necessary or desirable;

(4) To make, execute, and deliver any deed, or lease, whether with or without covenants and warranties, in respect to any such realty;

(5) To manage any such realty and to manage, repair, rebuild or reconstruct any buildings, houses or other structures, or any part thereof, that may now or hereafter be erected upon any such realty;

(6) To ask, collect, and receive any rents, profits, issues, or income of any such realty;
and

(7) To pay any taxes, charges, and assessments that may be levied, assessed, or imposed upon any such realty.

VI. POWERS WITH RESPECT TO PERSONALTY:

My Agent is hereby empowered:

(1) To sell, mortgage, pledge, or hypothecate any shares of stock, bonds, other securities, or other property now or hereafter belonging to me, and to make, execute, and deliver assignments of any such shares of stock, bonds, other securities, or other property either absolutely or as collateral security;

(2) To purchase, borrow against, cancel, make elections under, convert, file claims, and receive benefits under contracts of insurance on me, and to deal with such the same as I am able, including without limitation contracts of health, life, accident, disability, property, automobile, liability, and all other insurance;

(3) To act as my attorney or proxy in respect to any stocks, shares, bonds, other securities, or other investments, rights, or interests I may now or hereafter hold [This authority shall endure without regard to the eleven month limitation on proxies found in Section 10-2A-53(c), Code of Ala. (1975), as amended.];

(4) To continue the election by any corporation, the securities of which I may now or hereafter own, to be taxed pursuant to Subchapter S of the Internal Revenue Code of 1986, as from time to time amended or later recodified, and any corresponding state law; and to consent to the making of any such election;

(5) To consent to and participate in any plan for the liquidation, merger, consolidation, combination, reorganization, recapitalization, or change of charter or name of any corporation the securities of which I may now or hereafter own; and

(6) To act in my stead with respect to benefits from military service.

VII. POWERS WITH RESPECT TO PROPERTY, GENERALLY:

My Agent is hereby empowered:

(1) With respect to any such realty and personalty to sell, exchange, assign, transfer, and convey any property I may now or hereafter own, at public or private sale, at such time and price and upon such terms and conditions, including credit, as my Agent may determine appropriate; and to make, do and transact all and every kind of business of whatever kind or nature, including the receipt, recovery, collection, payment, compromise, settlement, and adjustment of all accounts, legacies, bequests, interest, dividends, annuities, income, rents, claims, demands, actions, causes of actions, debts, taxes, and obligations which may now or hereafter be due, owing, or payable by or to me; and,

(2) To extend, renew, replace, or increase any mortgage or mortgages now or hereafter affecting any such realty or personal property; and to sign, seal, acknowledge, and deliver any bond, or to make, sign and deliver any note, and any extension, renewal, consolidation, or apportionment agreement or any other instrument.

VIII. RATIFICATION:

I, **Orlan M. Free**, ratify and confirm all and whatsoever that my Agent, or his substitute, shall do or cause to be done by virtue of this power of attorney. I declare that any act or thing lawfully done hereunder by my Agent shall be binding upon me and my heirs, legal and personal representatives, and assigns, whether the same shall have been done before or after my death or other revocation of this instrument, unless and until actual knowledge thereof shall have been received by the person acting in reliance hereunder by my Agent shall be binding upon me and my heirs, legal and personal representatives, and assigns, whether the same shall have been done before or after my death or other revocation of this instrument, unless and until actual knowledge thereof shall have been received by the person acting in reliance hereon.

IX. DURABILITY:

This power of attorney shall not be revoked or terminated by my death as to my Agent, his agent, or substitute and any other person who, without actual knowledge of my death, acts in good faith in reliance on this power of attorney; and any such action so taken, where lawful, shall bind my estate, heirs, successors in interest, personal representatives, and assigns the same as if taken by me before my death.

X. TERMINATION OF POWER:

The power of attorney granted **Brandon M. Free** shall terminate without further action on my part immediately upon the occurrence of any of the following:

- (1) The adjudication of **Brandon M. Free** as incompetent; or
- (2) The death of **Brandon M. Free**.

2004 14141
Recorded in the Above
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XI. NOMINATION OF FIDUCIARY:

In the event any court or other authority shall undertake to appoint a fiduciary for me or my property, I hereby nominate **Brandon M. Free**, pursuant to Section 26-1-2, Code of Ala. (1975), as amended, to be appointed guardian, curator, custodian, trustee, conservator, receiver, or any other fiduciary for me or my property.

XII. RULES OF CONSTRUCTION AND DEFINITIONS:

(1) **SEVERABILITY:** If any provision of this power of attorney is held to be inoperative, invalid, or illegal, it is my intention that all of the remaining provisions hereof shall continue to be fully operative and effective so far as is reasonable.

(2) **NUMBER:** Where necessary or appropriate to the meaning hereof, the singular and plural shall be interchangeable.

(3) **GENDER:** Words of any gender shall include all genders.

(4) **DEFINITIONS:**

(a) "Property" shall include all property, real, personal, and mixed, tangible and intangible, including, without limitation, money, assets, and any reversionary or remainder interest.

(b) "Realty" shall include lands, tenements, structures, improvements, hereditament, and rights in the same.

(5) **COPY OR FACSIMILE:** To induce any third party to act hereunder, I hereby agree that any third party receiving a duly executed copy of facsimile this instrument may act hereunder, and

that revocation or termination hereof shall be ineffective as to such third party, and I, for myself and for my heirs, executors, legal representatives and assigns, hereby agree to indemnify and hold harmless any such third party from and against any and all claims that may arise against such third party by reason of such third party having relied on the provisions of this instrument.

IN WITNESS WHEREOF, I have hereunto set my hand and seal in Tuscaloosa County, Alabama, on this the 12th day of October, 2004.

Minnesota
STATE OF ~~ALABAMA~~)
Olmsted :
TUSCALOOSA COUNTY)

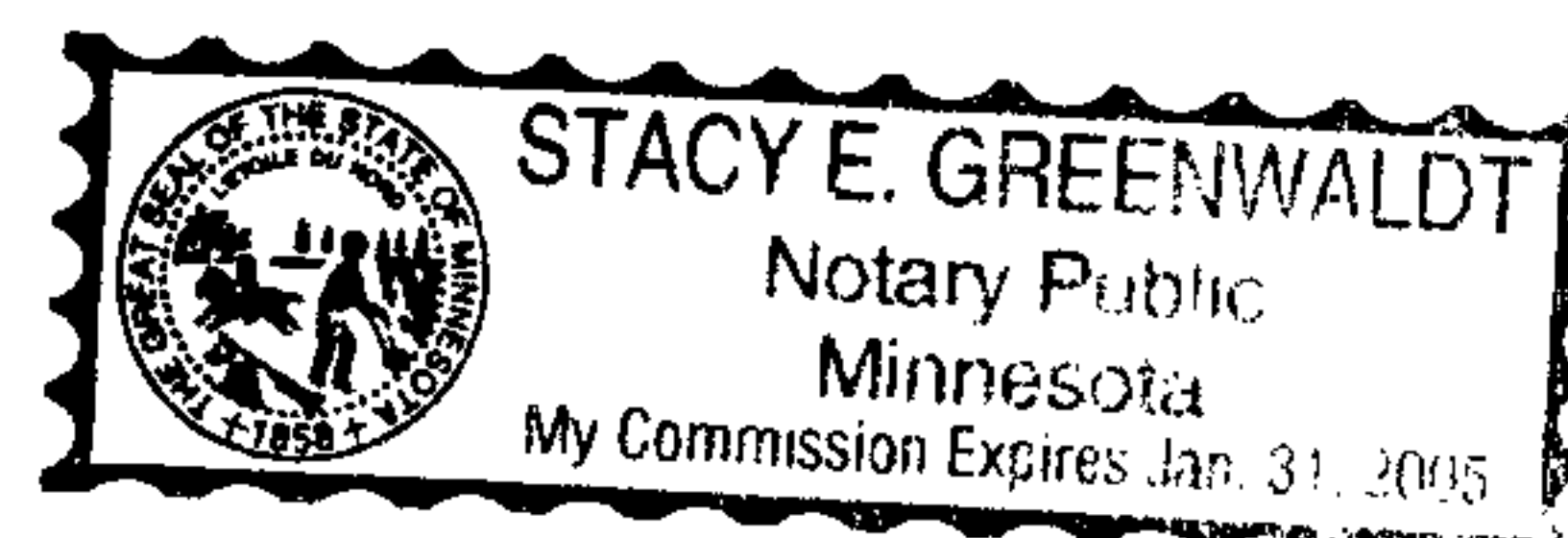
Orlan M. Free
Orlan M. Free 2004 14142
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11-30-2004 09:03:22 AM
W. Hardy McCollum - Probate Judge
Tuscaloosa County, Alabama

I, the undersigned authority, a Notary Public in and for said County and State, do hereby certify that **Orlan M. Free**, 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 the instrument, she executed the same voluntarily on the day the same bears date.

Given under my hand and official seal on this the 12th day of October, 2004.

Notary Public in and for the
State of Alabama at Large

My Commission Expires: _____



Stacy E. Greenwaldt
Commission Expires: Jan 31, 2005

THIS INSTRUMENT WAS PREPARED BY:

A. Colin Barrett
Attorney at Law
2711 Sixth Street
Tuscaloosa, Alabama 35401
(205) 345-3551

Book/Pg: 2004/14137
Term/Cashier: SCAN1 / Patsyv
Tran: 5388.389092.454355
Recorded: 11-30-2004 09:08:58
PJF Probate Judge Fee 2.50
REC Recording Fee 15.00
Total Fees: \$ 18.00