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DURABLE POWER OF ATTORNEY

STATE OF ALABAMA

COUNTY OF JEFFERSON

KNOW ALL MEN BY THESE PRESENTS, that I, Vivian O. Lockhart, as principal ("Principal"), a resident of the State and County aforesaid, have made, constituted and appointed and by these presents do make, constitute and appoint my friend, William Richard Johns, of Birmingham, Alabama, as my true and lawful Agent or Attorney in Fact ("Agent"), in my name and for my benefit:

A. GENERAL GRANT OF POWERS

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 purposes 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. **COLLECTION AND PAYMENT.** 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. **PURCHASE, SALE, LEASE AND MORTGAGE.** To buy, receive, lease as lessee, accept or otherwise acquire; to sell, convey, mortgage, lease as lessor, grant options upon, hypothecate, pledge, transfer, exchange, quitclaim, 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. **MANAGEMENT.** 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 option to renew; to collect, receive and receipt for rents, issues and profits of my property;

4. **INVESTMENT**. 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. **FINANCIAL**. To make, accept, receive and endorse checks and drafts, deposit and withdraw funds, acquire, renew and redeem certificates of deposit, in banks, savings and loan associations, brokerage firms, or other institutions, execute or release such deeds, deeds of trust,

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Johns

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mortgages or other security agreements, as may be necessary or proper in the exercise of the rights and powers herein granted;

6. **PAYMENT OF DEBTS**. To pay any and all indebtednesses of mine in such manner and at such times as Agent may deem appropriate;

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

8. **BUSINESS INTERESTS.** To conduct or participate in any lawful business of 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;

9. **TAXES.** 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;

10. **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 safety deposit box, and 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. **HEALTH.** To make any and all decisions regarding my health, or my medical, dental, mental or domiciliary care; to authorize or direct my admission to or placement within hospitals, diagnostic, treatment, rehabilitation, nursing, extended care or other such facilities; to consent to, refuse to consent to, or to withdraw consent to the provision of any care, test, treatment, surgery, service or procedure to maintain, examine, diagnose or treat a physical or mental condition; to authorize or sign medical, dental or other such authorization relating to my care, to discuss with medical, dental or other health care personnel or providers my physical, mental or medical condition, to view and examine medical, dental, hospital or other such reports or records, and to consent to the disclosure of such reports or records; to file claims for medical, dental, hospital or other insurance benefits, to receive the proceeds of any claim filed therefor, to request and receive information or records from any insurance company or any governmental provider of benefits with respect to any policy of health, medical, hospitalization or other benefit; and in short, to make any and all decisions regarding my health, health maintenance, health care or treatment;

12. **CONTRACTS.** To execute any and all contracts, instruments, documents or writings of every kind or nature;

13. **MOTOR VEHICLES.** To apply for a Certificate of Title upon, and endorse and transfer title thereto, for any automobile, 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;

B. **CONSTRUCTION AND INTERPRETATION.**

1. **GENERAL.** 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.

2. **INTERPRETATION AND GOVERNING LAW**. This instrument is to be construed and interpreted as a general Durable Power of Attorney under the Alabama Uniform Durable Power of Attorney Act. 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

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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.

3. **CONSIDERATION.** The execution and delivery by Agent of any conveyance, paper, instruments or document in may 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 or character with respect to any transactions so entered into by Agent and shall be under no duty or obligation to see to or examine into the disposition thereof.

4. **THIRD PARTY RELIANCE**. 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 or the authority granted to Agent shall incur any liability to me or my estate as a result of permitting Agent to exercise any power.

5. **AGENT'S COMPENSATION**. 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.

6. **LIMITATIONS OF AGENT'S AUTHORITY**. Notwithstanding any provision herein to the contrary, (i) Agent shall have no power or authority whatever with respect to (a) any policy of insurance owned by me on the life of any Agent, and (b) any trust created by Agent as to which I am a trustee, and (ii) Agent shall not satisfy any legal obligation of Agent out of any property subject to this 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.

C. **SUCCESSION AND RESIGNATION.**

1. **SUCCESSOR**. Upon the death of William Richard Johns, or in the event he shall not be living at the time he would be entitled to serve as my Agent, or if for any reason he should fail or cease to serve as my Agent, then I do hereby make, constitute and appoint my daughter, Cara Lockhart Acton, my true and lawful successor Agent, such successor Agent to have and possess any powers, authority, rights and privileges herein provided for my first named Agent. Upon the death of Cara Lockhart Acton, or in the event she shall not be living at the time she would be entitled to serve as my Agent, or if for any reason she should fail or cease to serve as my Agent, then I do hereby make, constitute and appoint my daughter, Candace Lockhart Hammonds, my true and lawful successor Agent, such successor Agent to have and possess any powers, authority, rights and privileges herein provided for my first named Agent. I hereby declare that any act or thing done hereunder by my first named Agent or my successor Agent shall be binding on myself, and my heirs, legal and personal representatives and assigns.

2. **RESIGNATION**. The resignation of William Richard Johns, as Agent, may be evidenced by a writing delivered by him to my successor Agent. The incapacity of any Agent may be determined by a written statement of such Agent's personal physician delivered to any surviving Agent.

D. **NOMINATION OF FIDUCIARY**.

If, following the execution of this Durable Power of Attorney, a court of competent jurisdiction shall appoint a guardian, curator, conservator or other fiduciary charged with the management of all or any portion of my property or my person, then and in such event, I hereby direct that William Richard Johns be nominated, designated and appointed by such court as my guardian, curator, conservator or fiduciary in such proceeding. Upon the death of William Richard Johns, or in the event he shall not be living at the time he would be entitled to such appointment by such Court, or if for any reason he should fail or cease to serve as such court-appointed fiduciary, then I hereby direct that Cara Lockhart Acton be nominated, designated and appointed by such court as my said fiduciary in such proceeding. Upon the death of Cara Lockhart Acton, or in the event she shall not be living at the time she would be entitled to such appointment by such Court, or if for any reason she should fail or cease to serve as such court-

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appointed fiduciary, then I hereby direct that Candace Lockhart Hammonds be nominated, designated and appointed by such court as my said fiduciary in such proceeding.

E. **DURABLE POWER.**

This Power of Attorney shall take legal effect as such time as my personal physician shall determine that my ability to receive and evaluate information effectively and/or communicate decisions is impaired to such extent that I lack the capacity to manage my financial resources or affairs and/or that I lack the capacity to meet the essential requirements for my physical health, well-being or safety. This Power is intended to be a Durable Power of Attorney, and shall not be affected by my subsequent disability, incompetency or incapacity.

F. **REVOCATION.**

Principal may revoke this Durable Power of Attorney at any time by written instrument delivered to Agent. The guardian of Principal may revoke this instrument by written instrument delivered to Agent.

IN WITNESS WHEREOF, I have executed this Durable Power of Attorney hereby expressly revoking any and all Powers of Attorney heretofore executed by me, 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 Birmingham, Alabama, on the 6th day of May, 1999

Vivian O. Lockhart
VIVIAN O. LOCKHART

STATE OF ALABAMA
COUNTY OF JEFFERSON

I, a Notary Public in and for said State and County, hereby certify that Vivian O. Lockhart, 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 content of the Durable Power of Attorney, she executed the same voluntarily on the day the same bears date.

Given under my hand and seal of office this 6th of MAY, 1999

J. Perry Morgan (SEAL)
Notary Public
My Commission expires: 2/01/2001

THIS INSTRUMENT PREPARED BY:

J. PERRY MORGAN
BLACK & MORGAN, L.L.C.
3432 Independence Drive
Birmingham, Alabama 35209
MOR 015