

STATE OF ALABAMA     )  
COUNTY OF SHELBY    )

## GENERAL SPRINGING POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS:       That I, SARAH HAMMER TUCKER, residing in Shelby County, Alabama do hereby desire to execute this General Springing Power of Attorney. This Power of Attorney is revocable by me at any time, and I may cancel this Power of Attorney at any time prior to its effective date. This General Springing Power of Attorney is intended to take effect in the event, and immediately thereupon, that my treating physician states in writing that I am incompetent, incapacitated or permanently disabled as a result of age, infirmity, disease or accident. In such event and effective immediately thereupon, I, SARAH HAMMER TUCKER, residing in Jefferson County, Alabama hereby make, constitute and appoint ROBERT LUTHER TUCKER, IV, as my true and lawful Attorney-In-Fact and Agent (hereinafter called the "Agent"), to act in, manage and conduct all of my affairs and, for that purpose, in my name, place and stead, to do and execute all or any of the following acts, deeds and things:

ARTICLE ONE. GENERAL GRANT OF POWER. Effective as of the time described in Article Four hereof, I grant to my Agent authority and power to exercise or perform any acts, powers, duties, rights and obligations that are necessary to manage my assets, properties, debts and financial obligations, including without limitation, those specifically enumerated in this Article One. I grant to my Agent full power and authority to do everything necessary in exercising any of the powers herein granted as fully as I might or could do if personally present, with full power of substitution or revocation, hereby ratifying and confirming all that my Agent shall lawfully do or cause to be done by virtue of this power of attorney and the powers herein granted. Without limiting the scope of the foregoing general grant of power to my Agent, I hereby grant the following specific powers to my Agent:

Section 1.1. To have and gain entry and access to my safety deposit box or vault at any time; to remove any or all contents thereof; to sign any papers or documents relating thereto; to deposit any papers, documents or securities in such safety deposit box or vault and to do with respect to any of the contents of said safety deposit box or vault as my said Agent may see fit;

Section 1.2. To sell, lease, exchange or dispose of any of my real estate and/or personal property to any person or persons, for any price, and upon such terms and conditions, for cash or on credit, as he/she may deem fit, and to execute any contracts, conveyances, or other instruments whatsoever, with full covenants of warranty;

Section 1.3. To demand, recover and receive, all and any sums of money, debts or effects, due, payable, coming or belonging to me;

Section 1.4. To borrow sums of money from time to time from any person, firm or corporation, including the borrowing of any sums from any insurance company, and to make and execute promissory notes, mortgages, pledges of insurance policies and any other transfers of security;

Section 1.5. To sign checks and otherwise withdraw funds from any bank accounts or other accounts, to endorse any checks, to deposit any checks or other sums in any bank account;

Section 1.6. To purchase any goods, merchandise, stocks, bonds or other personal property, on my account and for such prices in such amounts as he/she may deem proper;

Section 1.7. To settle and adjust all accounts and demands now subsisting or which may hereafter subsist between me and any person or persons as he/she may deem proper;

Section 1.8. To pay and discharge all debts and demands due or payable or which may hereafter become due and payable by me unto any persons, firms or corporations;



Section 1.9. To redeem or cause to be redeemed any bonds, including United States Government Bonds, belonging to me;

Section 1.10. To vote at the meetings of stockholders or other meetings of any corporation, to act as my attorney or proxy in respect of any stocks, shares or other instruments now or hereafter held by me therein, and for that purpose to execute any proxies or other instruments;

Section 1.11. To commence and prosecute any suit or action which he/she shall deem proper for the recovery, possession or enjoyment of any thing or matter which is or which may hereafter be due, payable or belonging to me; to defend any suit or action which may be brought against me or in which I may be interested as he/she shall deem proper;

Section 1.12. To sign, make, execute and file any Federal or State income tax returns, claims for refund to defend me against any proposed additional taxes;

Section 1.13. To establish trusts, whether revocable or irrevocable, of which I am the primary beneficiary during my lifetime; provided, however, that at my death the balance of any such trust shall be payable to my estate or distributed in a manner consistent with my current estate plan; to transfer or assign any of my property, property rights, assets or income to any such trust; to amend any such trust, provided that such amendment shall not alter my current estate plan; to revoke any such revocable trust;

Section 1.14. To transfer or assign any of my property, property rights, assets or income to any trust created by me during my lifetime; provided, however, that I am the primary beneficiary of such trust;

Section 1.15. My Agent shall have the power to make health care decisions on my behalf, including making decisions regarding my medical or domiciliary care, including admissions to hospitals or other institutions or placement in a nursing home, to consent to, to refuse to consent to, or to withdraw consent to the provision of any care, treatment, surgery, service or procedure to maintain, diagnose or treat physical or mental condition, as well as the right to sign such medical forms as may be necessary to carry out such decisions, talk with health care personnel, examine my medical records and to consent to the disclosure of such records;

Section 1.16. To file claims for medical insurance and to obtain information from any insurance company with respect to any policy of health or medical insurance under which I am insured; to have access to my medical records and to obtain information of any type from any physician or other health care professional who may be treating me;

Section 1.17. To generally do and perform all matters and things, transact all business, make, execute and acknowledge all contracts, orders, deeds or other conveyances, mortgages, leases and to execute all other instruments of every kind which may be necessary or proper to effectuate all powers hereinabove specifically granted, or any other matter or thing appertaining or belonging to me, with the same full powers, and to all intents and purposes, with the same validity as I could, if personally present (giving and granting unto my said Agent, full power to substitute one or more attorneys under him/her, and the same at his/her pleasure to revoke); and hereby ratifying and confirming whatsoever my said Agent shall and may do, by virtue hereto.

ARTICLE TWO. INTERPRETATION AND GOVERNING LAW. This instrument is to be construed and interpreted as a general durable power of attorney effective upon the execution of this instrument. This general durable power of attorney shall not be affected by disability, incompetency or incapacity of the principal. The enumeration of specific powers herein is not intended to limit and restrict the powers herein granted to my Agent. This instrument is 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 of attorney and the construction of its provisions.



ARTICLE THREE. THIRD PARTY RELIANCE. Third parties may rely upon the representations of my Agent as to all matters relating to any power granted to my Agent, and no person, partnership, corporation, association or any other entity who may act in reliance upon the representations of my Agent or the authority granted to my Agent shall incur any liability to me or my estate as a result of permitting my Agent to exercise any power. No persons, partnerships, corporations, associations or other entities dealing with my Agent shall be held liable or accountable to me, my personal representatives, heirs, or next-of-kin, and all such entities are hereby released and indemnified from so dealing with my Agent in respect of any matter relating hereto, unless such party shall have actual knowledge of the revocation or termination of the powers granted herein.

ARTICLE FOUR. EFFECTIVENESS OF POWER OF ATTORNEY. The rights, powers and authority of my said Agent herein granted shall commence and be in full force and effect as of the date that my treating physician states in writing that I am incompetent, incapacitated or permanently disabled as a result of age, infirmity, disease or accident. This General Springing Power of Attorney and all authority conferred herein shall not be affected by disability, incompetency, or incapacity of the principal. This General Springing Power of Attorney shall remain in force unless and until the same is revoked by me, until my death, or until my treating physician states in writing that I am no longer incompetent, incapacitated or permanently disabled, whichever the first shall occur.

ARTICLE FIVE. REIMBURSEMENT. No individual serving as my Agent shall be entitled to compensation for his or her services. Any Agent shall be reimbursed in full for all costs, expenses and disbursements reasonably paid or incurred by my Agent in exercising the authority and powers granted hereunder.

ARTICLE SIX. NOMINATION OF GUARDIAN OR CURATOR. In the event court proceedings are hereafter commenced to appoint a guardian, curator or other fiduciary to take charge of, manage and conserve my property, I hereby nominate and appoint my Agent above-named as my guardian, curator, or other fiduciary.

IN WITNESS WHEREOF, I have executed this General Springing Power of Attorney, effective as of the date of execution hereof, and not affected upon my disability, incapacity or incompetency, in five (5) counterparts, and I have directed that photographic copies of this power be made, which shall have the same force and effect as an original.

On this the 23 day of April, 2007.

Sarah Hammer Tucker  
Sarah Hammer Tucker  
Principal/Declarant

The declarant has been personally known to me and I believe him or her to be of sound mind. I did not sign the declarant's signature above for or at the direction of the declarant and I am not appointed to make health care decisions as provided herein. I am not related to the declarant by blood, adoption, or marriage, entitled to any portion of the estate of the declarant according to the laws of intestate succession or under any will of declarant or codicil thereto, or directly financially responsible for declarant's medical care. Dated as of the day and year first written above.

SIGNATURES OF WITNESSES

*Ash M. Hammer*

*Johnny Southland*

ADDRESSES OF WITNESSES

2281 Pine Crest Dr

Birmingham, AL 35216

2101 26th Avenue South

Birmingham, AL 35223

STATE OF ALABAMA     )  
SHELBY COUNTY         )

I, the undersigned, a Notary Public, in and for said County, in said State, hereby certify that Sarah Hammer Tucker, whose name as principal is signed to the foregoing Power of Attorney and who is known to me, acknowledged before me on this day that, being fully informed of the contents of the foregoing instrument, she executed the same voluntarily on the day the same bears date.

Given under my hand and official seal on this the 23<sup>rd</sup> day of April, 2007.

*[Signature]*  
Notary Public

My Commission Expires: 10-31-10

(NOTARIAL SEAL)