

DURABLE POWER OF ATTORNEY

STATE OF ALABAMA)

JEFFERSON COUNTY)

KNOW ALL MEN BY THESE PRESENTS, that I, KATHRYN F. BROWN, 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 children, WILLIAM S. JONES, JR., and MARILYN J. RUSSELL, or either of them, as my true and lawful agent or attorney in fact (each of said individuals being herein referred to as "Agent"), it being my intention that both of them jointly or either of them individually may 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. 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,

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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. 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 indebtednesses 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 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. 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. 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



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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. To make any gifts to any persons (including Agent) on my behalf within the limits of the gift tax annual exclusion provided by § 2503(b) of the Internal Revenue Code (as the same shall be amended from time to time), as Agent may determine to be in my best interest or in the best interest of my estate.

13. To exercise any and all rights I may have to execute and file a "qualified disclaimer" of property within the meaning of § 2518 of the Internal Revenue Code (as the same shall be amended from time to time), whether such property would otherwise pass to me by gift, inheritance, devise, beneficiary designation, testamentary or nontestamentary instrument or contract, or otherwise.

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 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.

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. 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.

Notwithstanding any provision herein to the contrary, Agent shall not satisfy any legal obligation of Agent out of any property subject to this Power of Attorney, and, except as may be otherwise expressly provided herein, Agent may not 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 or authority whatever with respect to (a) any policy of insurance owned by me on the life of Agent, and (b) any trust created by Agent as to which I am a trustee.

If either original Agent ceases to act as Agent by reason of death, incapacity or resignation, the other Agent shall act as sole Agent. The resignation of either original Agent may be evidenced by an instrument in writing delivered to the other Agent above named. The incapacity of either original Agent may be determined by a statement of a physician delivered to the other Agent above named.

This Power of Attorney shall not be affected by disability, incompetency or incapacity of Principal.

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 in three counterparts, 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 29 day of May, 1996.

Kathryn F. Brown
KATHRYN F. BROWN, PRINCIPAL

STATE OF ALABAMA)

JEFFERSON COUNTY)

I, a Notary Public in and for said State and County hereby certify that KATHRYN F. BROWN, 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, she executed the same voluntarily on the day the same bears date.

Given under my hand and seal of office this 29 day of May, 1996.

[SEAL]

Susan B. Jackson
Notary Public

My Commission Expires:
9-15-97

This instrument prepared by:
KIRBY SEVIER
MAYNARD, COOPER & GALE, P.C.
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