

**SPECIAL POWER OF ATTORNEY
OF
SANDRA M. K. DEES & MICHAEL DON DEES, SR.**

We, Sandra M. K. Dees and Michael Don. Dees, Sr., with mailing address 2422 Putnam Street, Columbia, SC 29204, hereby appoint Jerry A. Dees, SSN 417-54-5178, to serve as our agent ("Agent") and to exercise the powers and discretions set forth below.

Statement of Intent. By this instrument I intend to create a special power of attorney under the laws of the State of South Carolina.

ARTICLE I.

Modification of Agency. This instrument is subject to modification, as follows:

(1) Revocation, amendment and resignation. This instrument may be amended or revoked by me, at any time by the execution by me of a written instrument of revocation and amendment delivered to my Agent. If this instrument has been filed or recorded in the public records, then the instrument of revocation or amendment shall be filed or recorded in the same public records. Our Agent may resign by the execution of a written resignation delivered to us or, if we are mentally incapacitated, by delivery to any person with whom we are residing or who has the care and custody of us or, in the case of an Agent's resignation, by delivery to any of our children.

(2) Alternate Agent. Any party dealing with any person named as Alternate Agent hereunder may rely upon as conclusively correct an affidavit or certificate under penalties of perjury of such Alternate Agent that those persons named as prior Agents are no longer serving.

ARTICLE II

Power Relating to purchase and transfer of 2123 Timberline Dr., Calera AL 35040 (collectively referred to as the "2123 Timberline.") Our agent is authorized as follows: to execute, sign, correct, perfect, review, and otherwise approve all written instruments, agreements, contracts, deeds, and documents necessary and/or incidental to effectuate our ownership of 2123 Timberline.

ARTICLE III

Incidental powers. In connection with the exercise of the powers and discretions herein described, our Agent is fully authorized and empowered to perform any acts and things and to execute and deliver any documents, instruments, affidavits, certificates and papers necessary or appropriate to such exercises, including without limitation the following:

(1) Resort to courts. Our Agent is authorized to seek on our behalf and at our expense:

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a. a declaratory judgment from any court of competent jurisdiction interpreting the validity of this instrument and any of the acts authorized by this instrument, but such declaratory judgment shall not be necessary in order for our Agent to perform any act authorized by this instrument;

b. a mandatory injunction requiring compliance with our Agent's instructions by any person, organization, corporation, other entity obligated to comply instructions given by me;

c. actual and punitive damages, and the recoverable costs, fees, and expenses of such litigation, against any person, organization, corporation or other entity obligated to comply with instructions given by me who negligently or willfully fails or refuses to follow such instructions.

(2) **Hire and fire.** Our Agent is authorized to employ, compensate, and discharge such professional personnel including lawyers, accountants, financial consultants, and employees as our Agent deems appropriate, but only after obtaining our prior written consent.

(3) **Sign documents and incur costs.** Our Agent is authorized to sign, execute, endorse, seal, acknowledge, deliver and file or record instruments and documents, including but not limited to contracts, agreements, and conveyance of real and personal property, instruments granting and perfecting security instruments and obligations, orders for the payment of money, receipts, releases, waivers, elections, vouchers, consents, satisfactions and certificates. In addition, any Agent of ours who has the authority to incur costs on our behalf may render the bills for such costs to any Agent of ours who has been granted the authority to pay such costs or to any trustee of any revocable living trust of ours, or guardian, committee or conservator who has authority to pay such costs and we request that such costs be paid promptly. Any recipient thereof (i.e. our Agent with authority to pay or our trustee) shall promptly pay such costs.

(4) **Borrow, spend, liquidate, secure.** Our Agent is authorized to expend our funds and to liquidate our property or to borrow money in order to produce such funds and to secure any such borrowings with security interests in any property, real, personal, or intangible that I may now or hereafter own.

(5) **Termination and/or cessation of Agency.** The period of the Agency shall be concluded and cease upon the conclusion of the necessary actions to transfer 2123 Timberline into our ownership.

(6) **Miscellaneous.** Our Agent is authorized to open read, respond to and redirect our mail; to represent me before the U. S. Postal Service in all matters relating to mail service; to

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establish, cancel, continue or initiate our membership in organizations and associations of all kinds, to take and give or deny custody of all of our important documents, including but not limited to our will, codicils, trust agreements, deeds, leases, life insurance policies, contracts and securities and, bearing in mind the confidential nature of such documents, to disclose or refuse to disclose such documents; to obtain and release or deny information or records of all kinds relating to me, to any interest of ours or to any person for whom we are responsible; to house or provide for housing, support and maintenance of any animals or other living creatures that we may own and to contract for and pay the expenses of their proper veterinary care and treatment; and if the care and maintenance of such animals or other living creatures shall become unreasonably expensive or burdensome in our Agent's opinion, to irrevocably transfer such animals to some person or persons willing to care for and maintain them.

ARTICLE IV.

Third party reliance. For the purpose of inducing First Choice Funding to act in accordance with the instructions of our Agent as authorized in this instrument, we hereby represent, warrant and agree that:

(1) **Revocation and amendments.** If this instrument is revoked or amended for any reason, we, our estate, our personal representative, will hold any person, organization, corporation or entity, hereinafter referred to in the aggregate as "Person", harmless from any loss suffered, or liability incurred by such Person acting in accordance with the instructions of our Agent acting under this instrument prior to the receipt by such Person of actual written notice of any such revocation or amendment.

(2) **Agent has power to act alone.** The powers conferred on our Agent by this instrument may be exercised by our Agent alone and our Agent's signature or act under the authority granted in this instrument may be accepted by Persons as fully authorized by me and with the same force and effect as if we were personally present, competent, and acting on our own behalf. Consequently, all acts lawfully done by our Agent hereunder are done with our consent and shall have the same validity and effect as if we were personally present and personally exercised the powers ourself, and shall inure to the benefit of and bind us, our estate and personal representative.

(3) **No liability for reliance on Agent.** No person who relies in good faith upon the authority of our Agent under this instrument shall incur any liability to us, our estate or our personal representative. In addition, no person who acts in reliance upon any representations our Agent may make as to (a) the fact that our Agent's powers are then in effect, (b) the scope of our Agent's authority granted under this instrument, (c) our competency at the time this instrument is executed, (d) the fact that this instrument has not been revoked or amended, or (e) the fact that our Agent continues to serve as our Agent shall incur any liability to me, our estate or our personal

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representative for permitting our Agent to exercise any such authority, nor shall any Person who deals with our Agent be responsible to determine or insure the proper application of funds or property by our Agent.

(4) **Principal's heirs bound.** No person who relies upon any affidavit or certificate under penalties of perjury that this instrument specifically authorizes our Agent to execute and deliver shall incur any liability to me, our estate or our personal representative for permitting our Agent to exercise any such authority, nor shall any Person who deals with our Agent be responsible to determine or insure the proper application of funds or property by our Agent.

(5) **Authorization to release information.** All persons from whom our Agent may request information regarding me, our personal or financial affairs or any information which I am entitled to receive are hereby authorized to provide such information to our Agent without limitation and are released from any legal liability whatsoever to me, our estate or our personal representative for complying with our Agent's requests.

ARTICLE V.

Restrictions on powers. Notwithstanding any provision herein to the contrary, our Agent:

(1) **Life insurance on Agent's life.** Our Agent shall have no power or authority whatsoever with respect to any interest in or incidents of ownership in any policy of insurance we may own on the life of our Agent.

(2) **Prior transfers.** Our Agent shall have no power or authority whatsoever with respect to (a) any irrevocable trust created by our Agent as to which we are a trustee or a beneficiary or (b) any asset given to me by our Agent.

(3) **Benefits to Agent.** Our Agent shall be prohibited, except as specifically authorized in this instrument, from (a) appointing, assigning or designating any of our assets, interests or rights directly or indirectly to our Agent, our Agent's estate, our Agent's creditors, or the creditors of our Agent's estate, (b) exercising any power of appointments we may hold in favor of our Agent, our Agent's estate, our Agent's creditors, or the creditor's of our Agent's estate, (c) disclaiming assets to which we would otherwise be entitled if the effect of such disclaimer is to pass assets directly or indirectly to our Agent or his or her estate, or (d) using our assets to discharge any of our Agent's legal obligations, including any obligation of support which our Agent may owe to others, excluding those whom we are legally obligated to support.

(4) **Fiduciary powers.** Our Agent shall be prohibited from exercising any fiduciary

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powers that we now hold or may hereafter acquire.

(5) **Avoid disrupting estate plan.** If it becomes necessary for our Agent to liquidate our assets in order to provide support for me, or if liquidation or conversion of assets becomes necessary for any other reason, whether specified in this instrument or otherwise, or such liquidation is deemed by our Agent to be appropriate or convenient, we direct that our Agent, to the extent reasonably possible, avoid disrupting the dispositive provisions of any estate plan of ours known to our Agent, whether or not such estate plan is embodied in a will, a trust, non-probate property, or otherwise. If it is necessary to disrupt the dispositive provisions of such plan, then our Agent is directed to use our Agent's best efforts to restore the dispositive provisions of such plan as and when the opportunity to do so is available to our Agent. Our Agent shall make reasonable efforts to obtain and review our estate plan and any person having knowledge thereof or possession of any documents implementing such estate plan is authorized to make disclosure thereof to our Agent, and to furnish our Agent with copies of such documents.

ARTICLE VI.

Administrative provisions. The following provisions shall apply:

(1) **Reimbursement of Agent.** Our Agent shall be entitled to reimbursement for all reasonable costs and expenses, including reasonable attorney's fees, actually incurred and paid by our Agent on our behalf at any time under any provision of this instrument. Our Agent shall not be entitled to compensation for services rendered hereunder.

(2) **No guardian or conservator be appointed.** By executing this instrument upon the advice of legal counsel, we have carefully and deliberately created the means and manner by which we desire that our person and property be cared for, managed and protected in the event we shall become unable to execute such responsibilities ourself. Accordingly, it is our intention and our desire that we herewith express in the strongest possible terms, that no Guardian or Conservator be appointed for us so long as there is an Agent named in this instrument who is willing and able to act and is acting under this instrument. We request that any court of competent jurisdiction that receives and is asked to act upon a petition for the appointment of a guardian or conservator for me give the greatest possible weight to our intention and desires as expressed herein.

(3) **Waiver for acts of omission.** Our Agent and our Agent's estate and personal representative, acting in good faith, is hereby released and forever discharged from any and all civil liability and from all claims or demands of all kinds whatsoever by me or our estate or our personal representative arising out of the acts or omissions of our Agent, except for willful misconduct or gross negligence.

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(4) **Waiver of duty to produce income and against self-dealing transactions.** Our Agent shall have no responsibility to make our property productive of income, to increase the value of our estate or to diversify our investments. Our Agent shall have no liability for entering into transactions authorized by this instrument with our Agent in our Agent's individual capacity so long as our Agent believes in good faith that such transactions are in our best interests or the best interests of our estate and those persons interested in our estate. Our Agent shall be eligible to serve in all other fiduciary capacities, for me or our benefit, but (not in our place where I may serve as a fiduciary for others) including but not limited to serving as Trustee, Guardian, Conservator, Committee, Executor and/or Administrator.

(5) **No duty to monitor health.** Our Agent shall have no responsibility to monitor on any regular basis the state of our physical health or mental capacity to determine if any actions need be taken under this instrument.

(6) **Severability.** If any part of any provision of this instrument shall be invalid or unenforceable under applicable law, such part shall be ineffective to the extent of such invalidity only, without in any way affecting the remaining parts of such provision or the remaining provisions of this instrument.

(7) **This instrument unaffected by lapse of time.** We intend that this power of attorney be legally unaffected by reason of lapse of time or staleness so far as the transaction to purchase 2124 Timberline has not been consummated. This power of attorney shall cease upon the completion of the transfer of 2124 Timberline.

(8) **Agent authorized to sign power of attorney forms.** In carrying out the authorizations set forth in this instrument, if in the sole opinion of our Agent it is necessary or convenient for our Agent to sign our name, as principal, on forms of powers of attorney (the "Forms") required by governmental agencies, corporations or other entities in transactions with me, our agent is authorized to execute such Forms, appointing as agent to represent us, our Agent or any other suitable person.

(9) **Governing law.** This instrument shall be governed by the laws of the state of South Carolina in all respects, including its validity, construction, interpretation and termination. To the extent permitted by law this instrument shall be applicable to all property of ours, real, personal, intangible or mixed, wherever and in whatever state of the United States or foreign country the situs of such property is at any time located, and whether such property is now owned by us or hereafter acquired by us or for us by our Agent. In addition, in regard to health care treatment affecting us, we intend for this Power of Attorney to be honored in any jurisdiction when it may be presented and given the most liberal interpretation available for purposes of granting our Agent the fullest amount of discretion in making health care decisions on our behalf. We also intend that any such jurisdiction

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refer to the laws of the state referred to above to interpret and determine the validity of this instrument and any of the powers granted hereunder. Should any physician or health care provider fail to honor this Power of Attorney, then our Agent is authorized to terminate the services of such persons and to transfer our care to another physician or health care provider that will honor the instructions of our Agent.

(10) **Definitions.** Whenever the word:

(a) "Agent" or any modifying or equivalent word or substituted pronoun therefore is used in this instrument, such word or words shall be held and taken to include both the singular and the plural, the masculine, feminine and neuter gender thereof.

(b) "Guardian" or "Conservator" or any modifying or equivalent word or substituted pronoun is used in this instrument, such word or words shall be held and taken to mean respectively the fiduciary, appointed by a court of competent jurisdiction or by other lawful means, responsible for the person and/or the property of an individual.

(c) "Descendants" or any modifying or equivalent word or substituted pronoun is used in this instrument, such word or words shall be held and taken to mean respectively children, grandchildren and other lineal issue of all degrees of the designated ancestor. The reference to "descendants" or "children" in the plural shall include a single descendent or child where the context so requires. References to "descendants," a "child," or "children" shall exclude stepchildren and foster children and shall include (a) a person adopted into the class during minority, (b) a person adopted into the class as an adult if the adopted person lived for a significant period during minority as a member of the household of the adopting parent or if the adopting parent is the spouse of a natural parent of the adopted person, and (c) a person naturally born into the class out of wedlock if the person lived for a significant period during minority as a member of household of the relevant natural parent. An adoption of a descendant by another within or outside the family shall be disregarded for purposes of this instrument. Whether a person has "lived for a significant period during minority as a member of the household" of an adoptive or natural parent shall be determined in the reasonable discretion of the Agent.

(d) "Principal" is intended to mean both Sandra M. K. Dees and Michael Don Dees, Sr. All paragraphs of this instrument are binding upon both Sandra M. K. Dees and Michael Don Dees, Sr., and no distinction intended or implied by the use of the pronouns or words such as "I", "we", "me", and/or "us."

(11) **Counterpart originals.** If this instrument has been executed in multiple counterpart originals, each such counterpart original shall have equal force and effect.

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Special Power of Attorney of Sandra M. K. Dees and Michael Don Dees, Sr.

(12) **Photocopies.** Our Agent is authorized to make photocopies of this instrument as frequently and in such quantity as our Agent shall deem appropriate. Each photocopy shall have the same force and effect as any original.

(13) **Binding effect.** This instrument and actions taken by our Agent properly authorized hereunder shall be binding upon me, our estate, and our personal representative.

ARTICLE VII.

Declaration of the Principal. As Principal, I make the following declarations relevant to our execution of this Special Power of Attorney:

(1) **Direction to Attorney about Exculpatory Clauses.** In order to induce our Agent to serve as our agent under this instrument, I have directed our attorney to include in this instrument a provision exculpating our Agent from liability in certain instances.

(2) **Acceptance of risk.** I have carefully considered the risks involved in creating this Special Power of Attorney, and the alternatives to a Special Power of Attorney, as explained to me by our attorney. I have determined that accepting such risks offers benefits to me that I desire, and I therefore accept such risks.

IN WITNESS WHEREOF, I have executed this Special Power of Attorney this day of

17 day of October, 2007.

Sandra M.K. Dees (SEAL)
Sandra M. K. Dees

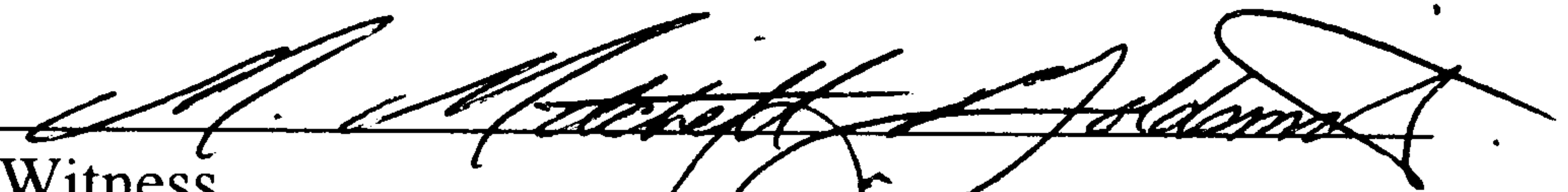
Michael Don Dees, Sr. (SEAL)
Michael Don. Dees, Sr.


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Shelby Cnty Judge of Probate, AL
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Special Power of Attorney of Sandra M. K. Dees and Michael Don Dees, Sr.

ATTESTATION

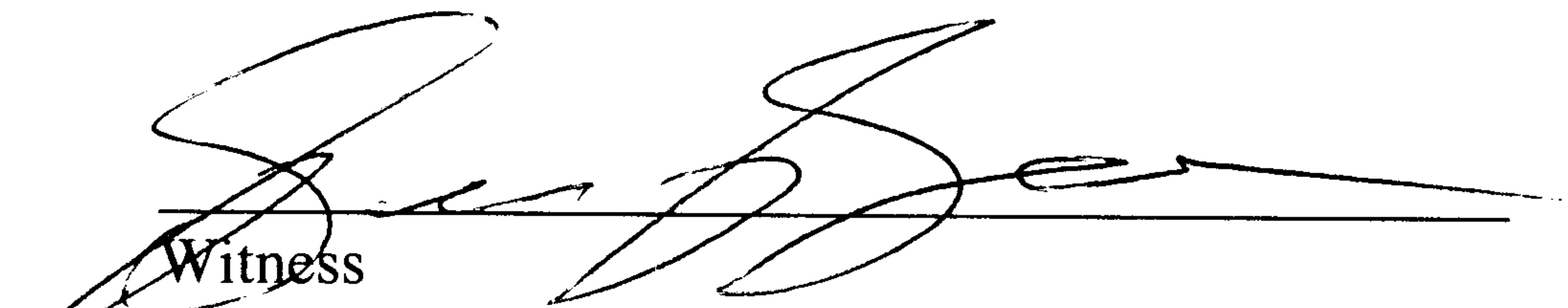
The foregoing special power of attorney was this 17 day of October, 2007, signed, sealed, published and declared by the Principals as the Principals' appointment and empowerment of an attorney-in-fact, in the presence of us who at the Principal's request and in the Principals' presence and in the presence of each other, have hereunto subscribed our names as witnesses hereto.


Witness

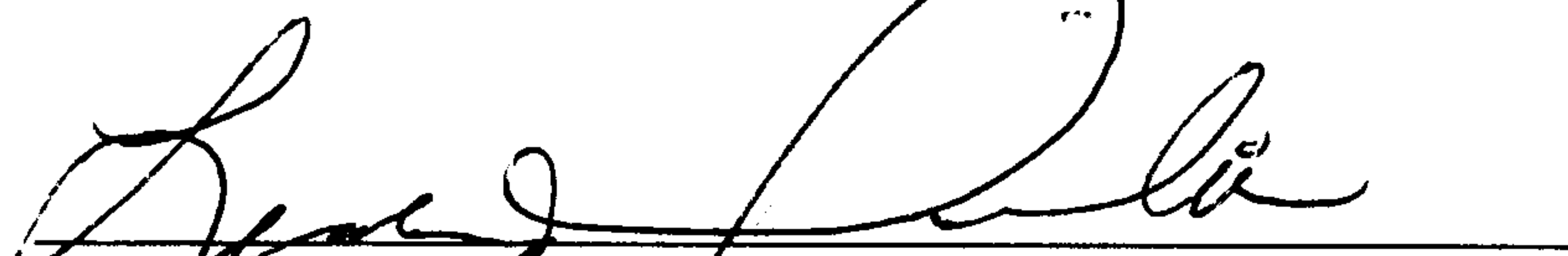
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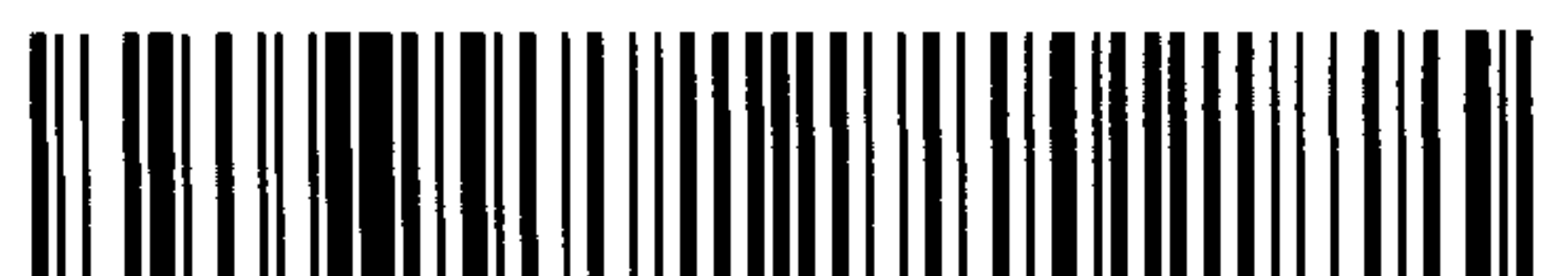
PROBATE

Personally appeared deponent and made oath that deponent saw the within named Principals sign, seal and as the Principals' act and deed deliver the within power of attorney and that deponent, with the other witnesses whose names are subscribed above, witnessed the execution thereof.


Witness

SUBSCRIBED AND SWORN TO BEFORE ME
this 17 day of October, 2007


Notary Public for South Carolina
Our Commission Expires: 11-21-2013


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Shelby Cnty Judge of Probate, AL
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S. M. K. D.

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