


**STATE OF ALABAMA
SHELBY COUNTY**


20080925000380560 1/7 \$29.00
Shelby Cnty Judge of Probate, AL
09/25/2008 02:24:50PM FILED/CERT

**DURABLE POWER OF ATTORNEY
BECOMING EFFECTIVE IMMEDIATELY**

KNOW ALL MEN BY THESE PRESENTS, that I, Lawrence N. Rooker, 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 Nedia L. Rooker, as my true and lawful agent or attorney-in-fact ("Agent") 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. To forgive, request, demand, sue for, recover, collect, receive and 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, execute deeds of my interests in real property, bills of sale of my personalty, 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 no person dealing with Agent shall be bound to see the application of my 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, 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 general or limited partnership, real estate or any interest in real estate whether or not productive at the time of investment, interests in 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, and 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 indebtedness 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 State or Federal of any kind or nature 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; and, to negotiate with any and all taxing authorities, and to compromise any disputes which may arise with any State or Federal agency.
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 safe deposit box, and any institution in which such safe 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. To execute any and all contracts of any kind or nature.
12. To withdraw funds, assets, all or any part of the income or corpus of trusts in banks, savings and loan associations or other institutions, to execute releases, receipts, discharges or other agreements as may be necessary or proper in the exercise of the rights or powers herein granted.
13. 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 vehicle is free and clear of all liens and encumbrances except those specifically set Forth in such transfer assignments.
14. To exercise or release Powers of Appointment in part or all and to execute a disclaimer(s) under the Uniform Disclaimers of Property Interests Act (Acts 1981, No. 81-156 p. 179 Sec.1) and reported in Code of Alabama 1975, Section 43-8-290 (originally Section 35-17-1, et seq., in whole or in part the right to receive any portion or interest therein. This right to disclaim can also be allowed under any other statute which might be applicable or additional to the one cited herein.
15. To continue such life insurance policies as I own, to cash out or cancel them, to change the beneficiaries and to purchase more life insurance

policies on my life or any other person permissible under the laws of the state wherein that person lives.

16. To borrow on or against the cash surrender value of any life insurance policy issued on my life; and to sign or execute such forms as said insurance companies may require for such loans.
17. To provide medical attention and services for me including choice of physician; choice of a hospital or nursing home; the unrestricted power to determine upon the advice of a physician whether I am in need of surgery, and at the sole discretion of agent to authorize or withhold surgery; and also to provide such other care, comfort, maintenance and support as Agent may determine.
18. To make gifts and in particular to take advantage of the \$10,000 annual exclusion under Federal Gift Tax Law.
19. To fund any inter vivos trust, whether previously funded or unfunded.
20. To refrain from voting or to vote shares of stock owned by Principal and to exercise all the rights, powers and privileges of any owner in respect to any securities constituting Principal's property.
21. This power of attorney shall not be affected by disability, incompetency, or incapacity that may be suffered by me, and all acts done by my attorney pursuant to this durable power of attorney during any period of my disability, incompetency or incapacity shall have the same effect and inure to my benefit and shall bind me and my successors in interest as if I were competent, not disabled and not incapacitated, all in accordance with Section 26-1-1-, Code of Alabama, 1975, as amended.

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 said Agent shall be in such form and contain such provisions as shall be satisfactory to 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.

The 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 may 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.

As used herein the term "Agent" and any pronoun referring to that term designates the agents or agent at any time acting hereunder, without regard to number.

The estate of the Principal shall hold harmless and indemnify Agent from any and all liability for acts done in good faith.

Agent shall be reimbursed for all costs and expenses reasonably incurred, and shall receive at least annually, without court approval, such reasonable compensation for services performed as Agent as is customarily charged by the trust department of banks in the community for like services performed as agent and/or as guardian of the estate.

In the event that Agent shall become unable or unwilling to serve or to continue to serve, then Agent may resign by delivering to me in writing a copy of his/her resignation and recording the original in the public records of the appropriate county. Upon such resignation, Agent shall thereupon be divested of all authority under this power of attorney.

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, nor may Agent exercise this power in favor of Agent, Agent's estate, Agents 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.

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

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

IN WITNESS WHEREOF, I have executed this Durable Power of Attorney in 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 Bessemer, Alabama, on this the 24th day of SEPTEMBER, 2008.

Lawrence N. Rooker

Principal

1000 REGENT CROSSING
ADDRESS

BIRMINGHAM, AL. 35242
ADDRESS

Deborah A. Jones
WITNESS

[Signature]
WITNESS

STATE OF ALABAMA

COUNTY OF Jefferson

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that Lawrence N. Rooker, 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, he executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this the 24th day of September, 2008.

Georgia Ellard Ruby
Notary Public
My Commission Expires: 9/21/12



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