

Durable Power of Attorney

I, **Lucille McGaughy**, a unmarried woman who resides at 206 Hillwood Drive, Alabaster, AL 35007, designate **Lois Pate** as my attorney in fact (the agent) to act for me, if I should become disabled or legally incapacitated. This document shall become effective upon the date of my disability or legal incapacity and shall not otherwise be affected by my disability or legal incapacity.

1. Authority to Act. This power of attorney is effective upon my disability or legal incapacity. My agent is authorized to act as indicated below in my name, place and stead in any way which I myself could do if I were personally present, to the full extent that I am permitted by law to act through an agent.

2. Powers of Agent. The Agent shall have the full power and authority to manage and conduct all of my affairs, and to exercise my legal rights and powers, including those rights and powers that I may acquire in the future, including the following:

A. Collect and Manage. To collect, hold, maintain, improve, invest, lease, or otherwise manage any or all of my real or personal property or any interest therein;

B. Buy and Sell. To purchase, sell, mortgage, grant options, or otherwise deal in any way in any real property or personal property, tangible or intangible, or any interest therein, upon such terms as the Agent considers proper, including the power to buy United States Treasury Bonds that may be redeemed at par to pay federal estate tax and to sell or transfer Treasury securities;

C. Borrow. To borrow money, to execute promissory notes therefore for borrowed money, and to secure any obligation by mortgage or pledge.

D. Business and Banking. To conduct and participate in any kind of lawful business of any nature or kind, including the right to sign partnership agreements, continue, reorganize, merge, consolidate, recapitalize, close, liquidate, sell, or dissolve any business and to vote stock, including the exercise of any stock options and the carrying out of any buy sell agreement; to receive and endorse checks and other negotiable paper, deposit and withdraw funds (by check or withdrawal slips) that I now have on deposit or to which I may be entitled in the future in or from any bank, savings and loan, or other institution;

E. Tax Returns and Reports. To prepare, sign, and file separate or joint income, gift, and other tax returns and other governmental reports and documents; to consent to any gift; to file any claim for tax refund; and to represent me in all matters before the Internal Revenue Service;

F. Safe Deposit Boxes. To have access to any safety deposit box registered in my name alone or jointly with others, and to remove any property or papers located therein;

G. Proxy Rights. To act as my agent or proxy for any stocks, bonds, shares, or other investments, rights, or interests I may now or hereafter hold;

H. Legal and Administrative Proceedings. To engage in any administrative or legal proceedings or lawsuits in connection with any matter herein;

I. Transfers in Trust. To transfer any interest I may have in property, whether real or personal, tangible or intangible, to the trustee of any trust that I have created for my benefit;

J. Delegation of Authority. To engage and dismiss agents, counsel, and employees, in connection with any matter, upon such terms as my agent determines;

3. Restrictions on Agent's Powers. Regardless of the above statements, my agent:

A. Cannot execute a will, a codicil, or any will substitute on my behalf;

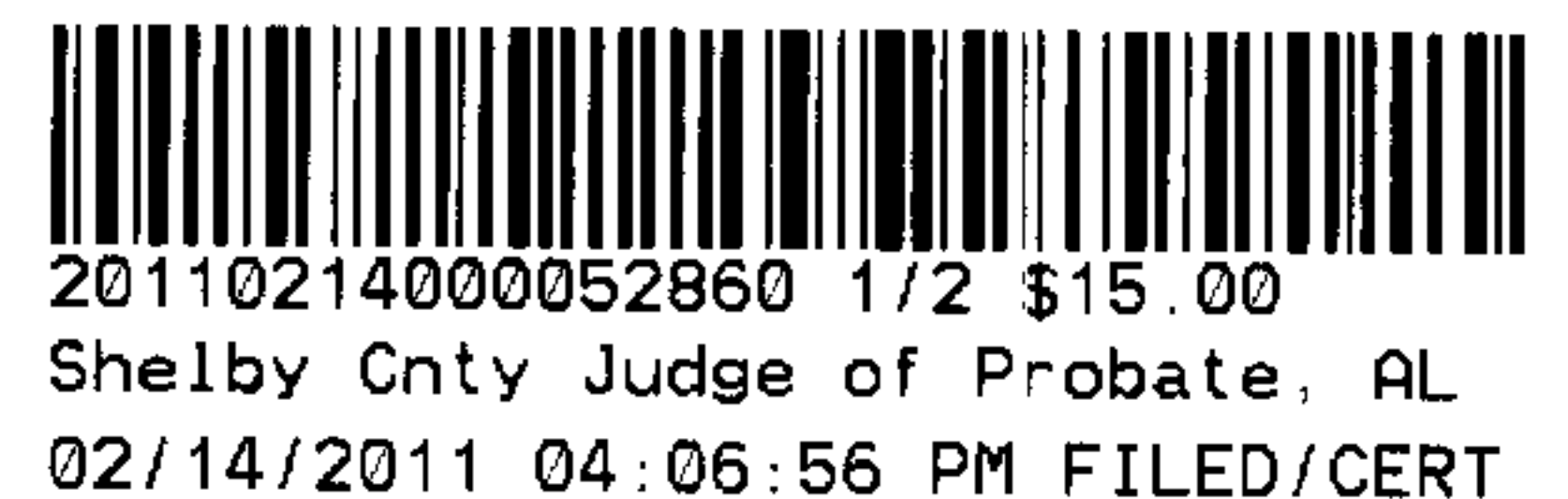
B. Cannot change the beneficiary on any life insurance policy that I own;

C. Cannot make gifts on my behalf;

D. Cannot exercise any powers that would cause assets of mine to be considered taxable to my agent or to my agent's estate for purposes of any income, estate, or inheritance tax; and

E. Cannot contravene any medical power of attorney I have executed whether prior or subsequent to the execution of this Power of Attorney.

4. Durability. The Agent shall be under no duty to act on my behalf and shall incur no liability to me or to my estate for failing to take any action under this power of attorney before receiving written notice from two licensed physicians that, because of either disability or incapacity, I am unable to attend to financial matters,



in which case the agent shall immediately begin to act for me.

5. Reliance by Third Parties. Third parties may rely upon the representations of the Agent as to all matters regarding powers granted to the Agent. No person who acts in reliance on the representations of the Agent or the authority granted under this Power of Attorney shall incur any liability to me or to my estate for permitting the Agent to exercise any power prior to actual knowledge that the Power of Attorney has been revoked or terminated by operation of law or otherwise.

6. Indemnification of Agent. No agent named or substituted in this power shall incur any liability to me for acting or refraining from acting under this power, except for such agent's own misconduct or negligence.

7. Original Counterparts. Photocopies of this signed Power of Attorney shall be treated as original counterparts.

8. Revocation. I hereby revoke any previous Power of Attorney that I may have given to deal with my property and affairs as set forth herein.

9. Compensation. The Agent shall be reimbursed for reasonable expenses incurred while acting as Agent and may receive reasonable compensation for acting as Agent.

10. Substitute Agent. If Lois Pate is, at any time, unable or unwilling to act, I then appoint **Jane Price**, presently residing at 150 County Road 606, Jemison, AL 35085 as my Agent to serve with the same powers.

11. Appointment of Guardian or Conservator. In the event that a court decides that it is necessary to appoint a guardian or conservator for me, I hereby nominate **Jane Price**, presently residing at 150 County Road 606, Jemison, AL 35085, to be considered by the court for appointment to serve as my guardian or conservator, or in any similar representative capacity.

12. Choice of Law. All questions concerning the validity and construction of this Durable Power of Attorney shall be determined under the laws of Alabama.

Dated: 2/14/2011

/s/ Lucille B. McGaughy
Lucille McGaughy,

/s/ _____
Witness

/s/ _____
Witness

Notarization

State of Alabama

County of Shelby

On February 11, 2011, Lucille McGaughy appeared before me and proved to my satisfaction that she is the person whose name is subscribed to this Durable Power of Attorney, and acknowledged the due execution of the foregoing instrument.

/s/ Crysta Treadway

Notary Public, State of Alabama, County of Shelby

My commission expires _____.

MY COMMISSION EXPIRES JULY 1, 2012



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Shelby Cnty Judge of Probate, AL
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