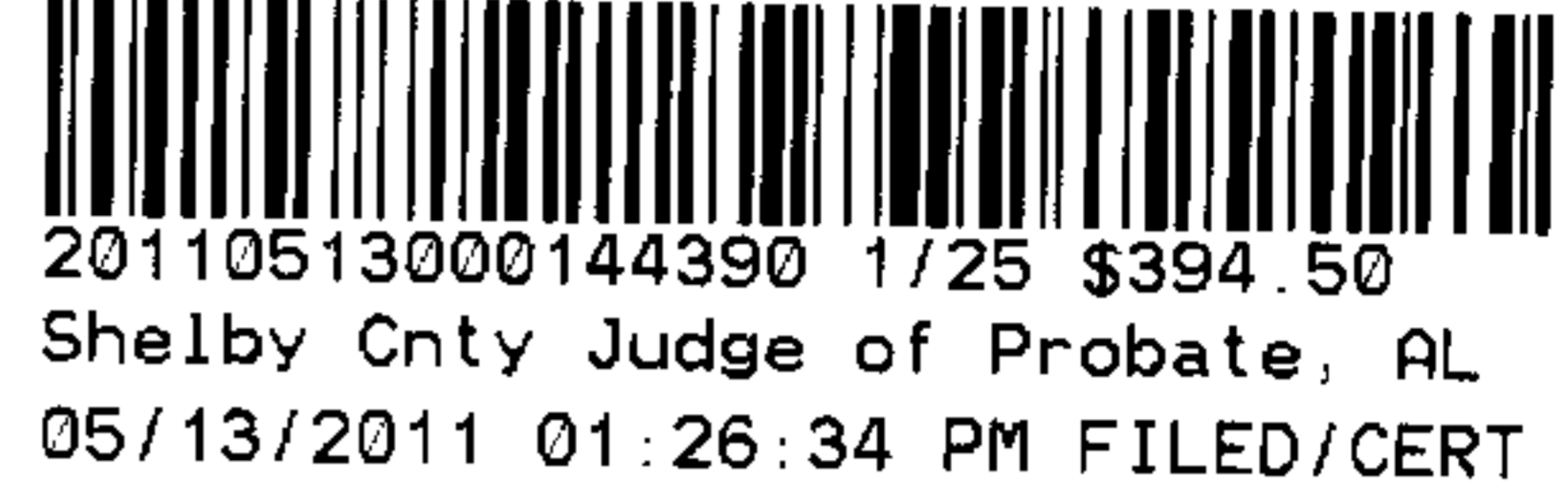


Send tax notice to: Barclay Edwin Culverhouse, 1228 Oxford Court, Hoover, Al. 35226

This instrument was prepared by: Duell Hunt, LLC, 2803 Greystone Commercial Blvd.,
Birmingham, Al. 35242

WARRANTY DEED, JOINT TENANTS WITH RIGHT OF SURVIVORSHIP

State of Alabama
County of Shelby



KNOW ALL MEN BY THESE PRESENTS:

That in consideration of **Three hundred ten thousand four hundred and no/100 (\$310,400.00)** Dollars to the undersigned grantor (whether one or more), in hand paid by the grantee herein, the receipt whereof is acknowledged, I or we, **Barbara H. Merck, an unmarried woman** (herein referred to as grantor, whether one or more), grant, bargain, sell and convey unto

Barclay Edwin Culverhouse and Judy Moore Culverhouse (herein referred to as grantees) as joint tenants with right of survivorship, , the following described real estate, situated in **Shelby** County, Alabama, to-wit:

Lot 43, according to the Survey of Barkley Square, as recorded in Map Book 27, Page 32 in the Probate Office of Shelby County, Alabama.

Subject to: All easements, restrictions and rights of way of record.

TO HAVE AND TO HOLD unto the said grantees, as joint tenants with right of survivorship, their heirs and assigns forever; it being the intention of the parties to this conveyance, that (unless joint tenancy hereby created is severed or terminated during the joint lives of the grantees herein) in the event one grantee herein survives the other, the entire interest in fee simple shall pass to the surviving grantee and if one does not survive the other, then the heirs and assigns of the grantees herein shall take as tenants in common.

And I (we) do for myself (ourselves) and for my (our) heirs, executors and administrators covenant with the said Grantees, their heirs and assigns, that I am (we are) lawfully seized in fee simple of said premises; that they are free from all encumbrances, unless otherwise noted above; that I (we) have a good right to sell and convey the same as aforesaid; that I (we) will and my (our) heirs, executors and administrators shall warrant and defend the same to the said Grantees, their heirs and assigns forever, against the lawful claims of all persons.

IN WITNESS WHEREOF we have hereunto set our hands(s) and seal(s) this 1 day of April, 2011.

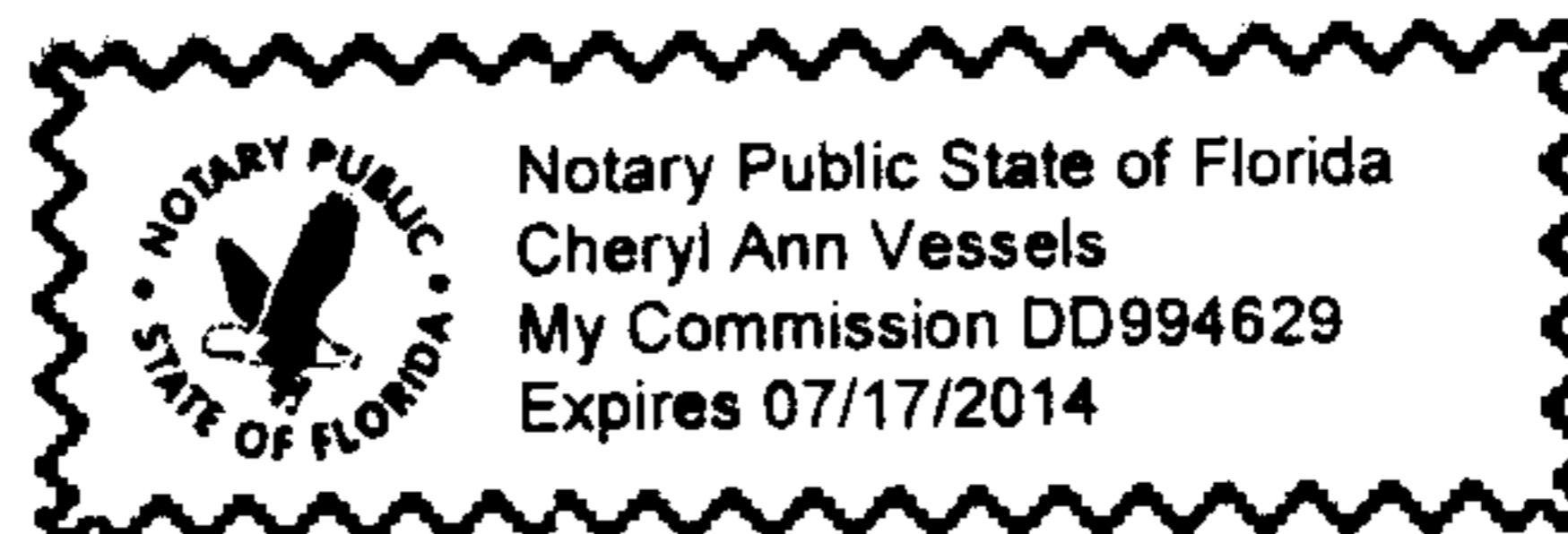
Barbara H. Merck by Daniel M. Merck as her Attorney in Fact
(Seal)
BARBARA H. MERCK by Daniel M. Merck as her Attorney in Fact

State of FLORIDA
County of Sarasota

I, the undersigned, a Notary Public in and for said County in said State hereby certify that Daniel M. Merck under General Durable Power of Attorney for Barbara H. Merck, an unmarried woman whose name is signed to the foregoing conveyance, and who is known to me, acknowledged before me that being informed of the contents of the conveyance, he in his capacity as such Attorney in Fact under General Durable Power of Attorney for Barbara H. Merck has executed the same voluntarily on the day the same bears date.

Given under my hand this the 1 day of April, 2011.

Cheryl Vessels
NOTARY PUBLIC
My commission expires: 7/17/14



This Is A True And Correct Copy
[Signature] 4/21/11

General Durable Power of Attorney of BARBARA H. MERCK

I am creating a Durable Power of Attorney pursuant to Alabama Code § 26-1-2 (1975) by this instrument. I hereby revoke all Powers of Attorney previously granted by me as Principal and terminate all Agency relationships created thereunder except as follows: Powers granted by me on forms provided by financial institutions granting the right to write checks on, deposit funds to and withdraw funds from accounts to which I am a signatory and powers granting access to a safe deposit box shall not be revoked and shall continue in full force and effect. **This Durable Power of Attorney shall become effective upon execution.**

Article One Appointment of Agent

Section 1.01. Appointment of Agent

I, **BARBARA H. MERCK** of Birmingham, Alabama, designate **DANIEL M. MERCK** as my attorney-in-fact (subsequently called "Agent").

Section 1.02. Prior or Joint Agent Unable to Act

A successor or joint Agent may establish that a prior or joint Agent is no longer able to act by himself or herself, by (the successor or joint Agent's) affidavit that the other Agent is not available or is incapable of acting. The affidavit may but need not be supported by a death certificate of the other Agent, a certificate showing that a guardian or conservator has been appointed for the Agent, a letter from a physician stating that the Agent is not capable of managing his or her own affairs, or a letter from the Agent stating unwillingness to act or delegation to the successor Agent.



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Durable Power of Attorney of **BARBARA H. MERCK**

Article Two Powers Granted to My Agent

Section 2.01. General Powers

In general, Agent may perform any lawful act permitted under the laws of Alabama. Except as otherwise specifically provided in this power of attorney, the investment powers of my attorney-in-fact shall include the following to:

Demand, receive, and obtain by litigation or otherwise, money or other thing of value to which I am, may become, or claim to be entitled, and conserve, invest, disburse, or use anything so received for the purposes intended.

Prosecute, defend, submit to arbitration, settle, and propose or accept a compromise with respect to, a claim existing in favor of or against me or intervene in litigation relating to the claim.

Contract in any manner with any person, on terms agreeable to the agent, to accomplish a purpose of a transaction, and perform, rescind, reform, release, or modify the contract or another contract made by or on behalf of me.

Execute, acknowledge, seal, and deliver a deed, revocation, mortgage, lease, notice, check, release, or other instrument the Agent considers desirable to accomplish a purpose of a transaction.

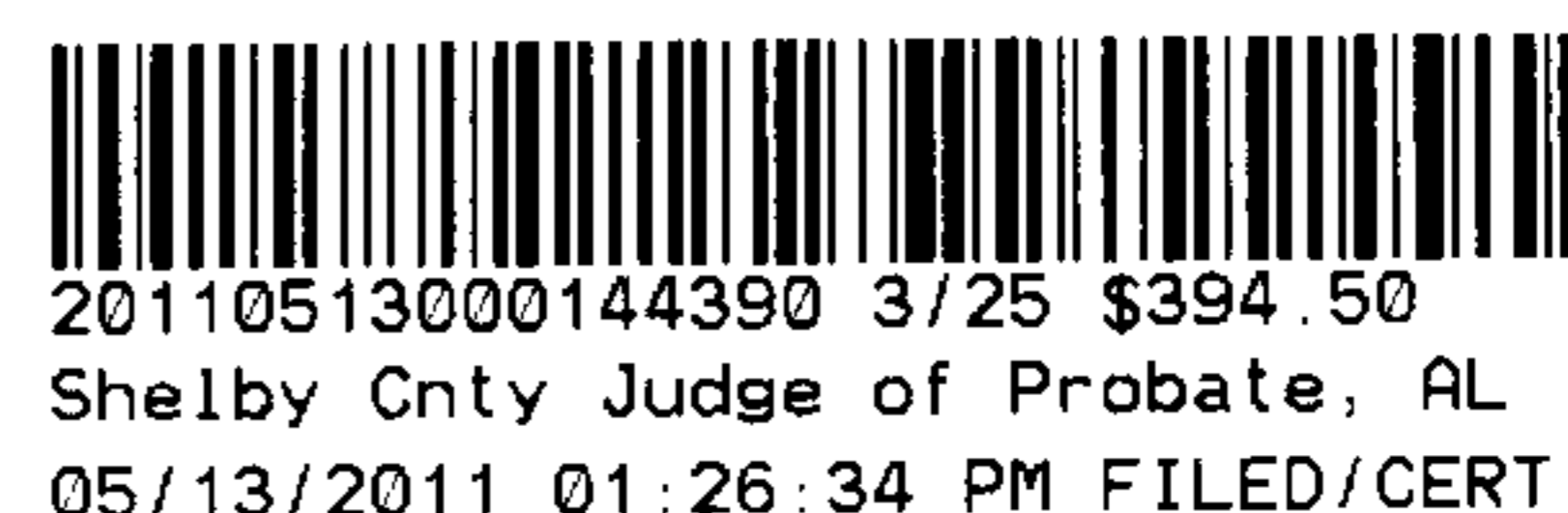
Seek on my behalf the assistance of a court to carry out an act authorized by the power of attorney.

Keep appropriate records of each transaction, including an accounting of receipts and disbursements.

Prepare, execute, and file a record, report, or other document the Agent considers desirable to safeguard or promote my interest under a statute or governmental regulation.

Sign, execute, endorse, seal, acknowledge, deliver and file or record instruments and documents, including, without limitation, contracts, agreements, and conveyances 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.

Durable Power of Attorney of BARBARA H. MERCK



Take and give or deny custody of all of my important documents, including my will, codicils, trust agreements, deeds, leases, life insurance policies, contracts, and securities, and may disclose or refuse to disclose such documents.

Obtain and release or deny information or records of all kinds relating to me.

Engage, compensate, and discharge an attorney, accountant, expert witness, or other assistant. Reimburse the Agent for expenditures properly made by the Agent in exercising the powers granted by the power of attorney.

Section 2.02. Real Property Powers

The real property powers of my attorney-in-fact shall include the following to:

Accept as a gift or as security for a loan, reject, demand, buy, lease, receive, or otherwise acquire, an interest in real property or a right incident to real property.

Sell, exchange, convey with or without covenants, quitclaim, release, surrender, mortgage, encumber, partition, consent to partitioning, subdivide, apply for zoning, rezoning, or other governmental permits, plat or consent to platting, develop, grant options concerning, lease, sublease, or otherwise dispose of, an interest in real property or a right incident to real property.

Release, assign, satisfy, and enforce by litigation or otherwise, a mortgage, deed of trust, encumbrance, lien, or other claim to real property which exists or is asserted.

Do any act of management or of conservation with respect to an interest in real property, or a right incident to real property, owned, or claimed to be owned, by me, including all of the following:

Insuring against a casualty, liability, or loss.

Obtaining or regaining possession, or protecting the interest or right, by litigation or otherwise.

Paying, compromising, or contesting taxes or assessments, or applying for and receiving refunds in connection with them.

Durable Power of Attorney of BARBARA H. MERCK

Purchasing supplies, hiring assistance or labor, and making repairs or alterations in the real property.

Use, develop, alter, replace, remove, erect, or install structures or other improvements upon real property in or incident to which I have, or claim to have, an interest or right.

Participate in a reorganization of a legal entity that owns an interest in or right incident to real property and receive and hold shares of stock or obligations received in a plan of reorganization, and act with respect to them, including all of the following:

Selling or otherwise disposing of them.

Exercising or selling an option, conversion, or similar right with respect to them.

Voting them in person or by proxy.

Change the form of title of an interest in or right incident to real property.

Dedicate to public use, with or without consideration, easements or other real property in which I have, or claims to have, an interest or right.

Deal with any actual or threatened contamination of estate property by any hazardous substance and to deal with any other environmental matter affecting the property. My Agent shall have the power to inspect estate property to determine compliance with or to respond to any environmental law affecting estate property. "Environmental Law" shall mean any federal, state, or local law, rule, regulation, or ordinance relating to protection of the environment or of human health. My Agent may refuse to accept property if he or she determines that such property is or may be contaminated by any hazardous substance or is currently being used for any purpose involving hazardous substances that could create liability to the estate or to my attorney-in-fact. My Agent may:

Conduct environmental assessments, audits or site monitoring;

Take remedial action to contain, clean up or remove any hazardous substance including a spill, discharge or contamination; institute, contest or settle legal proceedings brought by a private litigant or any local, state, or federal agency concerned with environmental compliance;

Comply with any order issued by any court or by any local, state, or federal agency directing an assessment, abatement

Durable Power of Attorney of BARBARA H. MERCK

or clean-up of any hazardous substance; and

Employ agents, consultants and legal counsel to assist my attorney-in-fact in these actions.

My Agent shall not be liable for any loss or reduction in value sustained by my estate as a result of the retention of property on which hazardous materials or substances requiring remedial action are discovered unless my Agent contributed to that loss or reduction in value through willful misconduct or gross negligence. My Agent shall not be liable to any beneficiary or to any other party for any decrease in the value of estate property as a result of his or her compliance with any federal, state, or local environmental law, including any reporting requirement. My Agent may release, relinquish or disclaim any power held by my Agent that he or she, in his or her sole and absolute discretion, determines may cause our him or her to incur individual liability under any Environmental Law.

Section 2.03. Tangible Personal Property Powers

The tangible personal property powers of my attorney-in-fact shall include the following to:

Accept as a gift or as security for a loan, reject, demand, buy, receive, or otherwise acquire ownership or possession of tangible personal property or an interest in tangible personal property.

Sell, exchange, convey with or without covenants, release, surrender, mortgage, encumber, pledge, hypothecate, create a security interest in, pawn, grant options concerning, lease, sublease to others, or otherwise dispose of tangible personal property or an interest in tangible personal property.

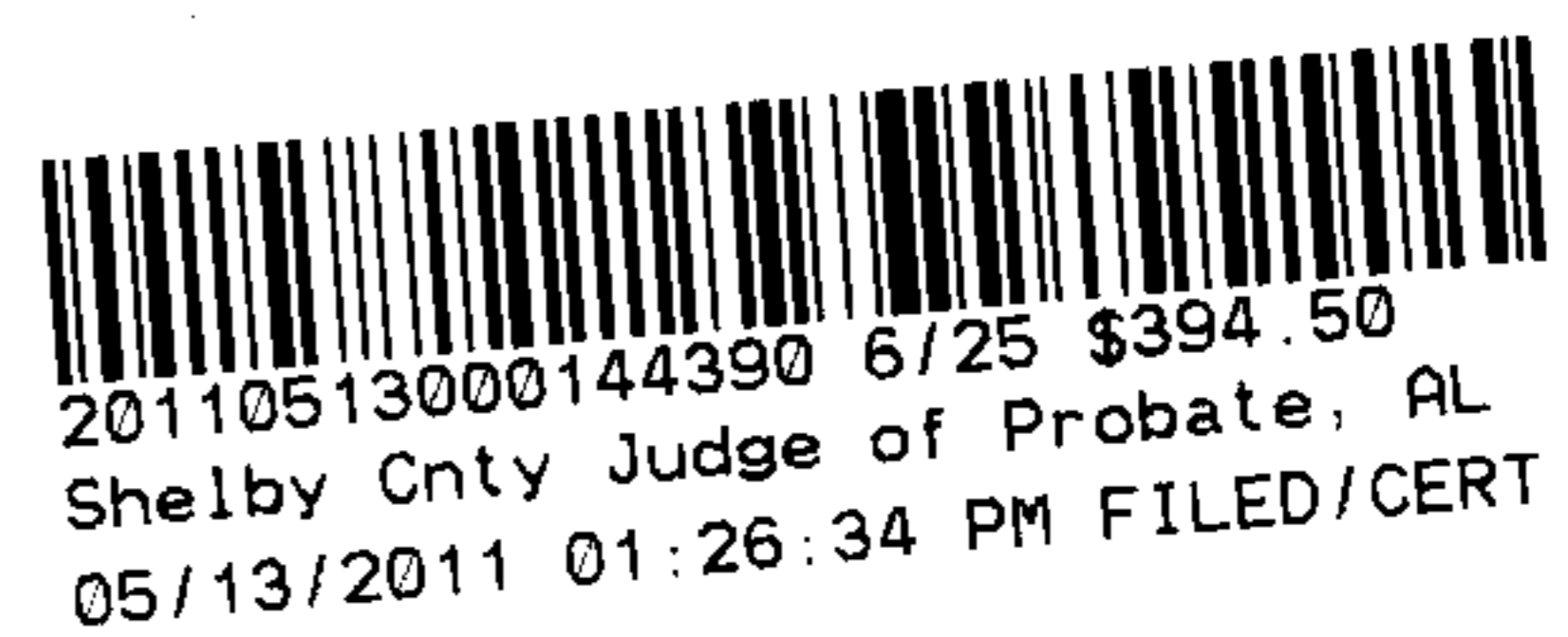
Release, assign, satisfy, or enforce by litigation or otherwise, a mortgage, security interest, encumbrance, lien, or other claim on behalf of mine, with respect to tangible personal property or an interest in tangible personal property.

Do an act of management or conservation with respect to tangible personal property or an interest in tangible personal property on behalf of mine, including all of the following:

Insuring against casualty, liability, or loss.

Obtaining or regaining possession, or protecting the property or interest, by litigation or otherwise.

Durable Power of Attorney of BARBARA H. MERCK



Paying, compromising, or contesting taxes or assessments or applying for and receiving refunds in connection with taxes or assessments.

Moving from place to place.

Storing for hire or on a gratuitous bailment.

Using, altering, and making repairs or alterations.

Section 2.04. Stock and Bond Powers

The stock and bond powers of my Agent shall include the following to:

Buy, sell, and exchange stocks, bonds, mutual funds, and all other types of securities and financial instruments, including commodity futures contracts and call and put options on stocks and stock indexes.

Receive certificates and other evidences of ownership with respect to securities.

Exercise voting rights with respect to securities in person or by proxy, enter into voting trusts, and consent to limitations on the right to vote.

Exercise any subscription rights, option rights (whether qualified under the Internal Revenue Code or otherwise) or other rights to which I am or shall become entitled, or to sell and dispose of the same, and to sign my name to such rights, warrants or other instruments as shall require the same.

Section 2.05. Commodity and Options Powers

The commodity and options powers of my Agent shall include the following to:

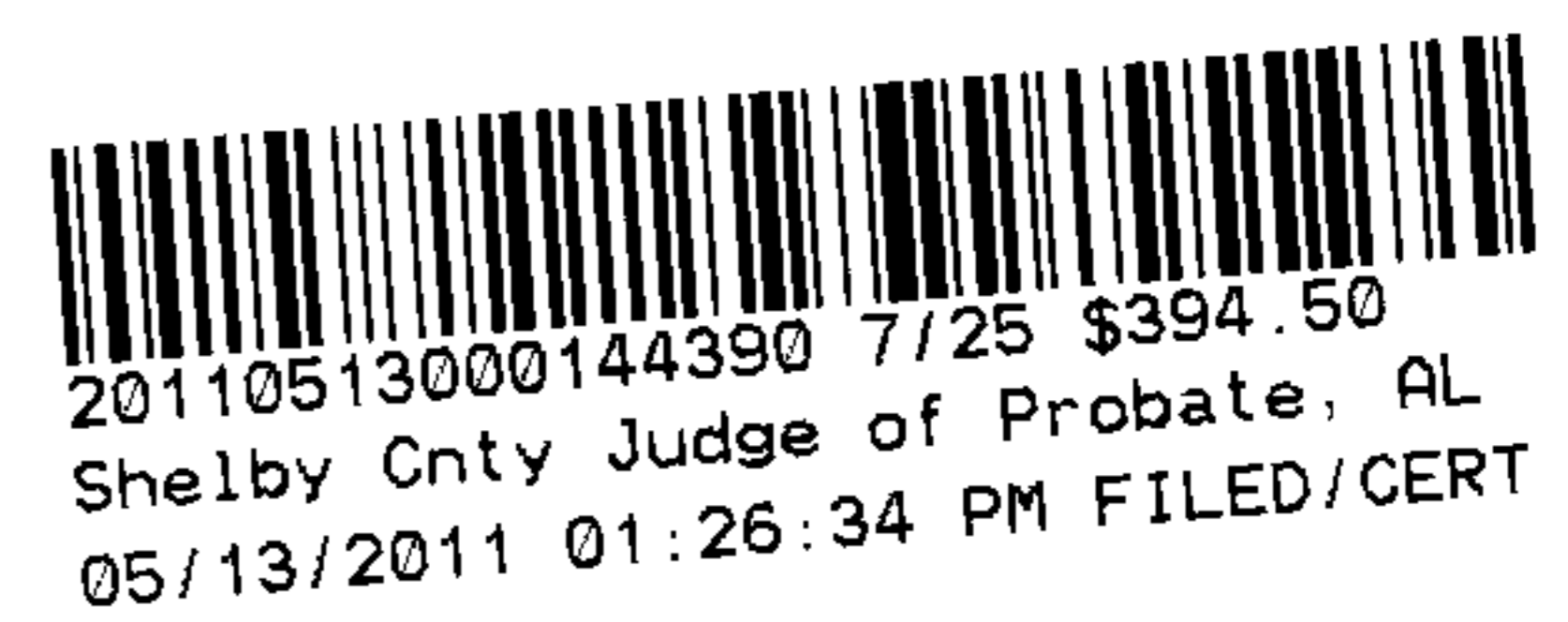
Buy, sell, exchange, assign, settle, and exercise commodity futures contracts and call and put options on stocks and stock indexes traded on a regulated option exchange.

Establish, continue, modify, and terminate option accounts with a broker.

Section 2.06. Banking and Other Financial Institution Powers

The banking and financial institution powers of my Agent shall include the following to:

Durable Power of Attorney of BARBARA H. MERCK



Continue, modify, and terminate an account or other banking arrangement made by or on behalf of me. Establish, modify, and terminate an account or other banking arrangement with a bank, trust company, savings and loan association, credit union, thrift company, industrial loan company, brokerage firm, or other financial institution selected by the Agent.

Open or close an account for a safe deposit box or space in a vault. Enter a safe deposit box or vault and withdraw or add to the contents.

Contract to procure other services available from a financial institution as the Agent considers desirable.

Withdraw by check, order, or otherwise money or property of mine deposited with or left in the custody of a financial institution.

Receive bank statements, vouchers, notices, and similar documents from a financial institution and act with respect to them.

Borrow money at an interest rate agreeable to the Agent and pledge as security personal property of mine necessary in order to borrow, pay, renew, or extend the time of payment of a debt of mine.

Make, assign, draw, endorse, discount, guarantee, and negotiate promissory notes, checks, drafts, and other negotiable or nonnegotiable paper of mine, or payable to me or my order, receive the cash or other proceeds of those transactions, and accept a draft drawn by a person upon me and pay it when due.

Receive for me and act upon a sight draft, warehouse receipt, or other negotiable or nonnegotiable instrument.

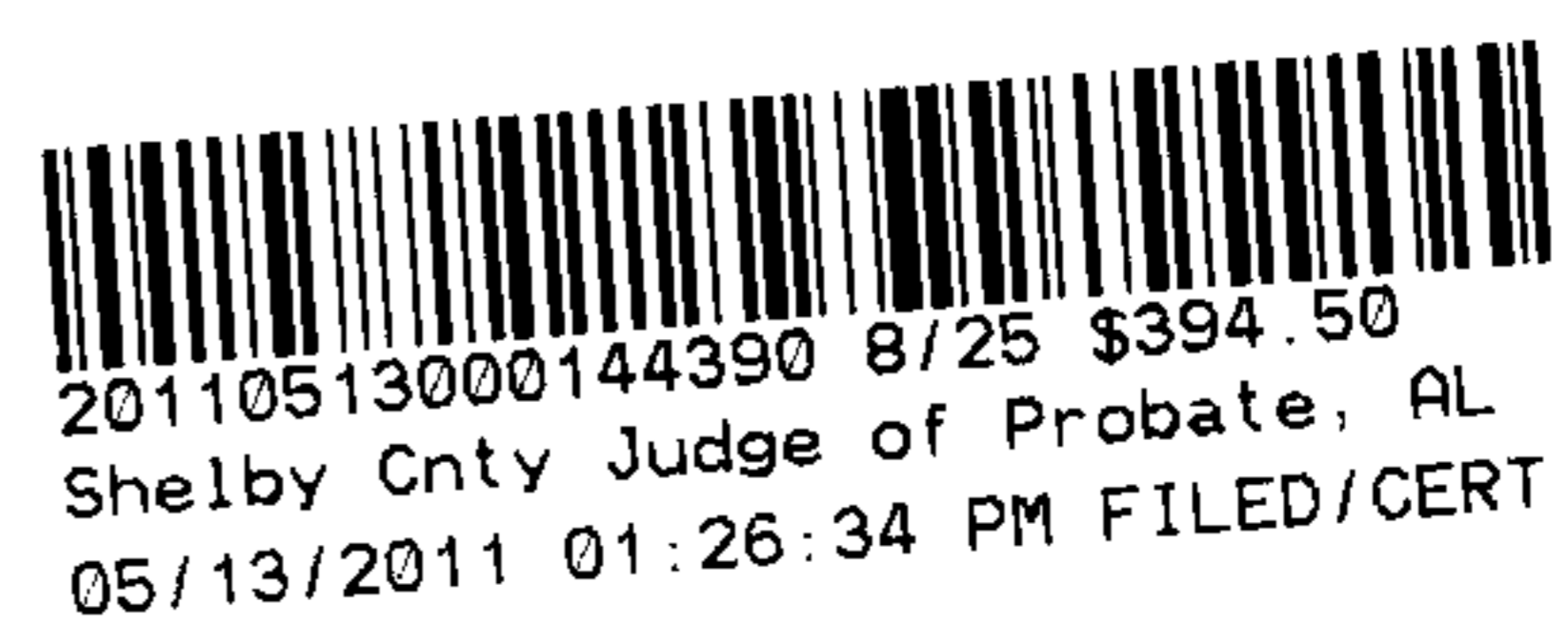
Apply for and receive letters of credit, credit cards, and traveler's checks from a financial institution, and give an indemnity or other agreement in connection with letters of credit.

Consent to an extension of the time of payment with respect to commercial paper or a financial transaction with a financial institution.

Section 2.07. Business Operations Powers

Notwithstanding any duty to diversify imposed by state law, my Agent may retain any business in which I have acquired an ownership interest even though such interest may constitute all or a substantial portion of my estate. I recognize that the value of a non-controlling interest in a business entity may be less than the underlying value of the net assets of such entity. Nonetheless, I authorize my Agent to continue to hold such business interests. The business operations powers of my Agent shall include the

Durable Power of Attorney of BARBARA H. MERCK



following to operate, continue, buy, sell, retain, enlarge, reduce, and/or terminate any business or business interest in which I have acquired an ownership interest. This includes, but is not limited to, an ownership interest as a shareholder, partner, sole proprietor, member, or participant in a joint venture.

To the extent that an Agent is permitted by law to act for me and subject to the terms of the partnership agreement, my Agent may:

Perform a duty or discharge a liability and exercise a right, power, privilege, or option that I have, may have, or claim to have, under a partnership agreement, whether or not I am a partner.

Enforce the terms of a partnership agreement by litigation or otherwise.

Defend, submit to arbitration, settle, or compromise litigation to which I am a party because of membership in the partnership.

Exercise in person or by proxy, or enforce by litigation or otherwise, a right, power, privilege, or option I have or claim to have as the holder of a bond, share, or other instrument of similar character, and defend, submit to arbitration, settle, or compromise litigation to which I am a party because of a bond, share, or similar instrument.

With respect to a business owned solely by me my Agent may:

Continue, modify, renegotiate, extend, and terminate a contract made with an individual or a legal entity, firm, association, or corporation by or on behalf of me with respect to the business before execution of the power of attorney.

Determine the policy of the business as to (a) the location of its operation, (b) the nature and extent of its business, (c) the methods of manufacturing, selling, merchandising, financing, accounting, and advertising employed in its operation, (d) the amount and types of insurance carried, and (e) the mode of engaging, compensating, and dealing with its accountants, attorneys, and other Agents and employees.

Change the name or form of organization under which the business is operated and enter into a partnership agreement with other persons or organize a corporation to take over all or part of the operation of the business.

Demand and receive money due or claimed by me or on my behalf in the operation of the business, and control and disburse the money in the operation of the business.

Put additional capital into a business in which I have an interest.

Durable Power of Attorney of BARBARA H. MERCK



Join in a plan of reorganization, consolidation, or merger of the business.

Sell or liquidate a business or part of it at the time and upon the terms my Agent considers desirable.

Represent me in establishing the value of a business under a buy-out agreement to which I am a party.

Prepare, sign, file, and deliver reports, compilations of information, returns, or other papers with respect to a business which are required by a governmental agency or instrumentality or which my Agent considers desirable, and make related payments.

Pay, compromise, or contest taxes or assessments and do any other act which my Agent considers desirable to protect me from illegal or unnecessary taxation, fines, penalties, or assessments with respect to a business, including attempts to recover, in any manner permitted by law, money paid before or after the execution of the power of attorney.

Section 2.08. Insurance and Annuity Powers

The insurance and annuity powers of my Agent shall include the following to:

Continue, pay the premium or assessment on, modify, rescind, release, or terminate a contract procured by or on behalf of me which insures or provides an annuity to either me or another person, whether or not I am a beneficiary under the contract.

Procure new, different, and additional contracts of insurance and annuities for me and my spouse, children, and other dependents, and select the amount, type of insurance or annuity, and mode of payment.

Pay the premium or assessment on, modify, rescind, release, or terminate a contract of insurance or annuity procured by my Agent.

Designate the beneficiary of the contract, but my Agent may be named a beneficiary of the contract, or an extension, renewal, or substitute for it, only to the extent my Agent was named as a beneficiary under a contract procured by me before executing the power of attorney.

Apply for and receive a loan on the security of the contract of insurance or annuity. Surrender and receive the cash surrender value. Exercise an election.

Change the manner of paying premiums. Change or convert the type of insurance contract or annuity as to any insurance contract or annuity with respect to which I have or claim to have a power described in this section.

Durable Power of Attorney of BARBARA H. MERCK

Change the beneficiary of a contract of insurance or annuity, however my Agent may be designated a beneficiary only to the extent my Agent was named as a beneficiary under a contract procured by me before executing the power of attorney.

Apply for and procure government aid to guarantee or pay premiums of a contract of insurance on my life.

Collect, sell, assign, hypothecate, borrow upon, or pledge the interest of mine in a contract of insurance or annuity.

Pay from proceeds or otherwise, compromise or contest, and apply for refunds in connection with, a tax or assessment levied by a taxing authority with respect to a contract of insurance or annuity or its proceeds or liability accruing by reason of the tax or assessment.

Section 2.09. Beneficiary Transactions Powers

The beneficiary transactions powers of my Agent shall include the following to:

Accept, reject, disclaim, receive, receipt for, sell, assign, release, pledge, exchange, or consent to a reduction in or modification of a share in or payment from the fund.

Demand or obtain by litigation or otherwise money or other thing of value to which I am, may become, or claim to be entitled by reason of the fund.

Initiate, participate in, and oppose litigation to ascertain the meaning, validity, or effect of a deed, will, declaration of trust, or other instrument or transaction affecting the interest of mine.

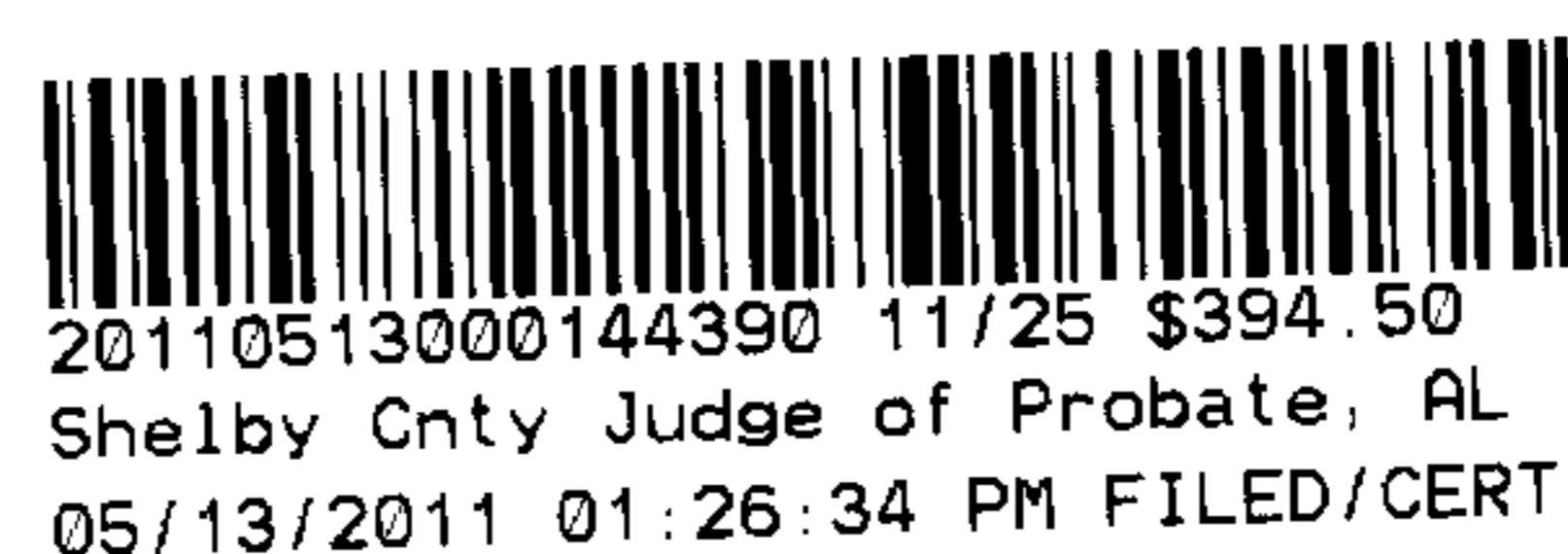
Initiate, participate in, and oppose litigation to remove, substitute, or surcharge a fiduciary.

Conserve, invest, disburse, and use anything received for an authorized purpose.

Initiate, participate in, and oppose litigation to remove, substitute, or surcharge a fiduciary.

Convey or release any contingent or expectant interests in property, including marital property rights, and any rights of survivorship incident to joint tenancy or tenancy by the entirety.

Durable Power of Attorney of BARBARA H. MERCK



Transfer any interest in real property, stocks, bonds, accounts with financial institutions, insurance, and other property, to the trustee of a revocable trust created by me as settlor.

Section 2.10. Litigation and Claims Powers

The litigation and claims powers of my Agent shall include the following to:

Assert and prosecute before a court or administrative agency a claim, claim for relief, cause of action, counterclaim, cross-complaint, or offset, and defend against an individual, a legal entity, or government, including suits to recover property or other thing of value, to recover damages sustained by me, to eliminate or modify tax liability, or to seek an injunction, specific performance, or other relief.

Bring an action to determine adverse claims, intervene in litigation, and act as amicus curiae.

In connection with litigation:

Procure an attachment, garnishment, libel, order of arrest, or other preliminary, provisional, or intermediate relief and use any available procedure to effect, enforce, or satisfy a judgment, order, or decree.

Perform any lawful act, including acceptance of tender, offer of judgment, admission of facts, submission of a controversy on an agreed statement of facts, consent to examination before trial, and binding me in litigation.

Submit to arbitration, settle, and propose or accept a compromise with respect to a claim or litigation.

Waive the issuance and service of process upon me, accept service of process, appear for me, designate persons upon whom process directed to me may be served, execute and file or deliver stipulations on my behalf, verify pleadings, seek appellate review, procure and give surety and indemnity bonds, contract and pay for the preparation and printing of records and briefs, receive and execute and file or deliver a consent, waiver, release, confession of judgment, satisfaction of judgment, notice, agreement, or other instrument in connection with the prosecution, settlement, or defense of a claim or litigation.

Act for me with respect to bankruptcy or insolvency proceedings, whether voluntary or involuntary, concerning me or some other person, or with respect to a reorganization proceeding, or with respect to an assignment

Durable Power of Attorney of BARBARA H. MERCK

for the benefit of creditors, receivership, or application for the appointment of a receiver or trustee which affects an interest of mine in property or other thing of value.

Pay a judgment against me or a settlement made in connection with litigation and receive and conserve money or other thing of value paid in settlement of or as proceeds of a claim or litigation.

Section 2.11. Personal and Family Maintenance Powers

The personal and family maintenance powers of my Agent shall include the following to:

Do the acts necessary to maintain my customary standard of living, my spouse, children, and other individuals customarily or legally entitled to be supported by me, including providing living quarters by purchase, lease, or other contract, or paying the operating costs, including interest, amortization payments, repairs, and taxes on premises owned by me and occupied by those individuals.

Provide for the individuals described in the previous paragraph all of the following:

Normal domestic help.

Usual vacations and travel expenses.

Funds for shelter, clothing, food, appropriate education, and other current living costs.

Paying for the costs of the necessary medical, dental, and surgical care, hospitalization, and custodial care for the individuals described above.

Hire a case manager and caregivers, as needed, in order to ensure that a proper care plan is created and followed. Any person creating a care plan created for my benefit shall consult with my spouse and children (if any are reasonably available) prior to implementation of the plan.

Pay for my medical care as directed by my health care agent under my Health Care Proxy, for which payments my Agent shall be released from any and all liability, and pay individuals who provide the necessary medical, dental, surgical care, hospitalization and custodial care.

Pay for expenses authorized by my Health Care Proxy to fix my residence in whatever location that is most suited to my situation and is the least restrictive alternative. Examples of appropriate locations may include my

Durable Power of Attorney of BARBARA H. MERCK



home, an assisted living facility, residential care facility, or a skilled nursing facility.

Pay for life, disability, long-term care, health and dental insurance for me and my: spouse, children and other individual's customarily or legally entitled my support.

Continue any provision made by me, for the individuals described above for automobiles or other means of transportation, including registering, licensing, insuring, and replacing them.

Maintain or open charge accounts for the convenience of the individuals described above and open new accounts my Agent considers desirable to accomplish a lawful purpose.

Continue payments incidental to the membership or affiliation of mine in a church, synagogue, mosque, club, society, order, or other organization and continue contributions to those organizations.

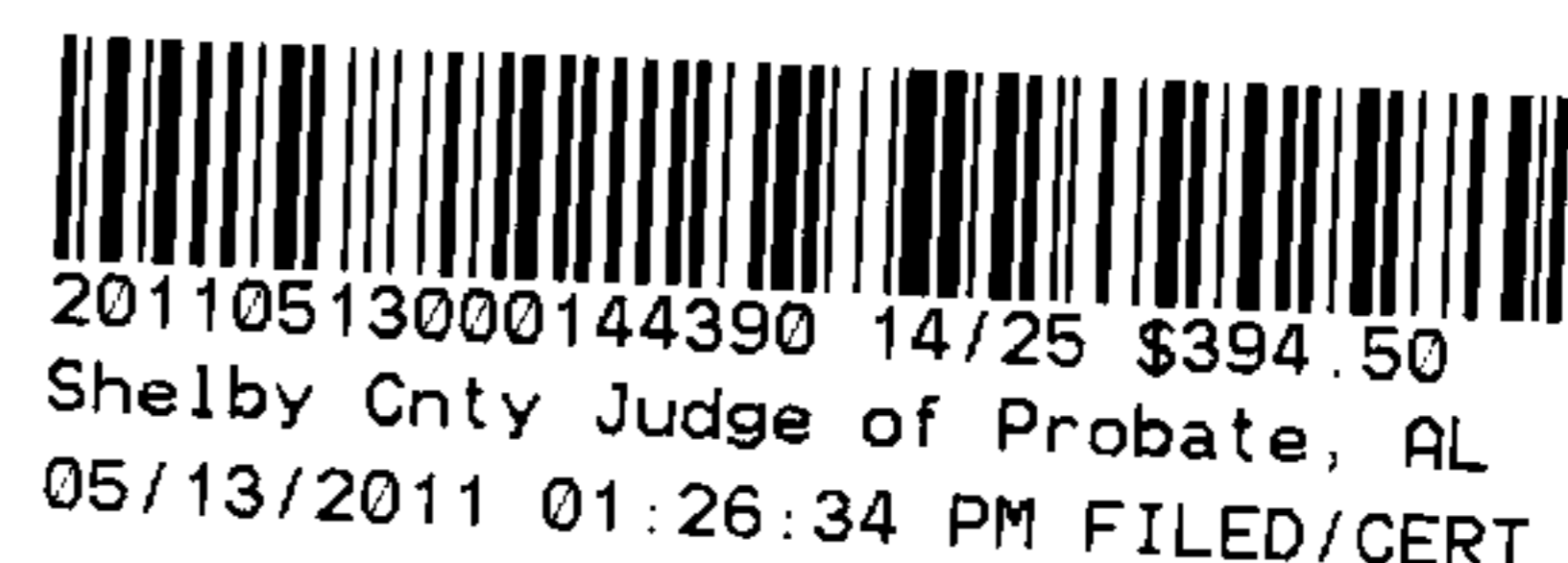
Provide in connection with my care, and in accordance with my established beliefs and customary activities, for the presence and involvement with clergy, religious lay persons, or other persons to attend to my spiritual needs and permit them to access me, maintain or arrange for my membership in religious organizations, and permit my access to their activities and publications, including books, tapes and similar materials.

Agent may open, read, respond to and redirect my mail, and may represent me before the U.S. Postal Service and all other mail or package carriers in all matters relating to mail or delivery services including, without limitation, the receipt of certified mail.

House or arrange for the housing, support, and maintenance of any animals that I owned or had custody of, and pay reasonable boarding, kenneling and veterinary fees for such animals. If the support and maintenance of such animal becomes unreasonably expensive, my Agent shall make all efforts to place the animal in another home.

Make payments during my lifetime for my funeral or other memorial service for burial or cremation of my remains, including the purchase of a burial plot or other place for interment of my remains or ashes if directed by my health care agent named under my Health Care Proxy.

Durable Power of Attorney of BARBARA H. MERCK



Section 2.12. Government Benefits Powers

All Powers described in this section are exercisable equally with respect to all Federal and State (or any subdivision thereof) programs existing when this Durable Power of Attorney is executed or accruing thereafter, whether accruing in this state or elsewhere.

My Agent is appointed as my Representative Payee for the purposes of receiving Social Security benefits. My Agent shall have the full power to represent me and deal in all ways necessary concerning rights and/or benefits payable to me by any governmental agency including, without limitation, Supplemental Social Security Income (SSSI), Medicaid and Social Security Disability Income (SSDI).

The government benefits powers of my Agent shall include the following to:

Execute vouchers in my name for allowances and reimbursements payable by the United States or a foreign government or by a state or subdivision of a state to me, including allowances and reimbursements for my transportation, my spouse, children and other individual's customarily or legally entitled to be supported by me, and for shipment of their household effects.

Take possession and order the removal and shipment of my property from a post, warehouse, depot, dock, or other place of storage or safekeeping, either governmental or private, and execute and deliver a release, voucher, receipt, bill of lading, shipping ticket, certificate, or other instrument for that purpose.

Prepare, file, and prosecute a claim of mine to a benefit or assistance, financial or otherwise, to which I claim to be entitled, under a statute or governmental regulation.

Prosecute, defend, submit to arbitration, settle, and propose or accept a compromise with respect to any benefits I may be entitled to receive.

Receive the financial proceeds of a claim of the type described in this section, conserve, invest, disburse, or use anything received for a lawful purpose.

Sign on my behalf any document necessary to reflect my intention to return to my residence after any incapacity or other condition that prevents me from currently residing in such residence.

Section 2.13. Retirement Plan Powers

The retirement plan powers of my Agent shall include the following to:

Durable Power of Attorney of BARBARA H. MERCK

Select payment options under any retirement plan in which I participate, including plans for self-employed individuals.

May designate beneficiary and change existing designations as long as it does not disrupt my estate plan.

Make voluntary contributions to those plans.

Exercise the investment powers available under any self-directed retirement plan.

Make rollovers of plan benefits into other retirement plans.

If authorized by the plan, borrow from, sell assets to, and purchase assets from the plan.

Section 2.14. Tax Matters Powers

The tax matters powers of my Agent shall include the following to:

Prepare, sign, and file federal, state, local, and foreign income, gift, payroll, Federal Insurance Contributions Act returns, and other tax returns, claims for refunds, requests for extension of time, petitions regarding tax matters, and any other tax-related documents, including receipts, offers, waivers, consents (including consents and agreements under Internal Revenue Code Section 2032A or any successor section), closing agreements, and any power of attorney required by the Internal Revenue Service or other taxing authority with respect to a tax year upon which the statute of limitations has not run and to the tax year in which the power of attorney was executed and any subsequent tax year.

Pay taxes due, collect refunds, post bonds, receive confidential information, and contest deficiencies determined by the Internal Revenue Service or other taxing authority.

Exercise any election available to me under federal, state, local, or foreign tax law.

Act for me in all tax matters for all periods before the Internal Revenue Service and any other taxing authority.

Section 2.15. Resignation from Fiduciary Positions

My Agent has the power to cause me to resign from any fiduciary position to which I have been or may be in the future named, appointed, nominated, or elected, including by

Durable Power of Attorney of BARBARA H. MERCK

way of illustration, but not of restriction, the positions of executor, administrator, personal representative, trustee, agent guardian, director or officer of a corporation, or governmental position or office, health care representative, conservator, attorney in fact, proxy or surrogate; and to take whatever steps are necessary to accomplish such resignation, for example, by rendering an accounting or appearing in court to receive approval for such action, as appropriate.

Section 2.16. Gifting Powers

My Agent is authorized to make gifts to beneficiaries of my Trust, Will or any other Beneficiary Designation (hereinafter referred to as "Estate Plan".) In determining whether or not to make such gifts, my Agent should consider the effect of gifting on resources available and necessary to meet my own needs, any pattern of giving established by me, my ability to continue making such gift or gifts, and my continued health and well being. My Agent shall not be deemed to have breached any fiduciary duty to us by reason of gifts made or withheld in good faith. Gifts are authorized as follows:

My Agent may make gifts in order to assure the continuation of any gifting program initiated prior to the time I became incapacitated.

If my Agent determines that gifts in amounts in excess of the annual federal gift tax exclusion are in my best interest or the best interests of the beneficiaries of my Estate Plan, my Agent shall appoint a Special Independent Agent unrelated by blood or marriage to any Fiduciary of my Estate Plan to review the facts and circumstances and to decide whether such gifts should be made. I prefer, but do not require, that my Agent select an independent Certified Public Accountant, attorney, or corporate fiduciary to serve as Special Independent Agent under such circumstances.

I acknowledge the inherent conflict of interest when an Agent who is under a fiduciary duty of loyalty to me is also a beneficiary of my estate plan and thus authorized to receive gifts under this Section. I hereby waive any conflict of interest resulting from these types of gifts if my Agent is also a part of my estate plan and any gifts made by my Agent to my Agent would further my estate planning goals.

My Agent may make transfers to my family members that would not be prohibited by applicable law or regulation for the purposes of qualifying me for medical assistance (Medicaid), Community Options Program Entry System Project (COPES), the limited casualty program for the medically needy, or other similar public or private assistance. This power shall only apply should I reasonably be expected to require, the type of services and benefits available under such programs. This paragraph shall not be construed to prohibit transfers which would cause there to be a waiting

Durable Power of Attorney of BARBARA H. MERCK

period or disqualification, if in my Agent's judgment, incurring the waiting period or disqualification is in the my best interest or that of my estate.

My Agent may make gifts of trust property under this Section to or for the benefit of a donee, either outright or in trust, or in any other manner as My Agent deems appropriate, in its sole and absolute discretion, including but not limited to the creation of tenancy in common or joint tenancy interests, the establishment of charitable or non-charitable split interest trusts or any other irrevocable trusts. My Agent is specifically authorized to establish such interests or trusts in order to facilitate the implementation of such gifts.

My Agent may also make gifts of trust property under this Section to or for the benefit of a donee by establishing and contributing trust property to corporations, family limited partnerships, limited liability partnerships or limited liability companies, and subsequently making gifts of interests in those entity or entities.


My Agent may also prosecute, defend, submit to arbitration, settle and propose or accept a compromise with respect to a claim existing in favor of or against me based on or involving a gift transaction on my behalf, or may intervene in a related action or proceeding.

My Agent may perform any other acts my Agent considers necessary or desirable to complete a gift on my behalf in accordance with the provisions of this Section.

In making gifts on my behalf, I direct that my Agent, to the extent reasonably possible, avoid disrupting the dispositive provisions of my Estate Plan.

Section 2.17. Power to Change the Nature of My Property

Notwithstanding anything else stated in this Durable Power of Attorney, my Agent may sell, transfer, or otherwise dispose of any property belonging to me to my spouse without any consideration. Furthermore, my Agent may transmute my community property to the separate property of my spouse, and transmute my separate property to the separate property of my spouse. My Agent may revoke, on my behalf, any community property agreement or joint tenancy agreement.


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Article Three

Limitations on My Agent's Powers

Section 3.01. Limitation on My Agent's Powers

All powers granted to my Agent under this agreement or by applicable law shall be subject to any limitation on such powers set forth in this Section or elsewhere in this durable power of attorney.

Section 3.02. Insurance Policy on an Agent's Life

If a policy that insures the life of my Agent is held by me, my Agent shall have no right to exercise any powers or rights in such policy, and such powers and rights shall be exercised solely by the other Agent or Agents serving under this durable power of attorney.

If the insured Agent is the only then acting Agent, then the powers with respect to the insurance policy on the life of the Agent shall be exercised by a substitute or successor Agent.

Section 3.03. Support Obligations of a Agent

Notwithstanding any other provision of this Durable Power of Attorney that may seem to the contrary, an individual Agent shall have no right to or participate in the exercise of a discretionary distribution of principal or income that would discharge a legal obligation of such Agent.

Section 3.04. Limitations on Tax Sensitive Powers

No fiduciary power or discretion shall be exercised or exercisable by any individual serving as Agent if the exercise of such power or discretion would, for federal tax purposes, cause (a) the attribution of the income to such Agent, (b) the inclusion of the value of my trust property in my Agent's gross estate, or (c) the treatment of the power or discretion as a gift by my Agent if such power is exercised or exercisable. If the exercise of a power by Agent would cause any of the foregoing results, such fiduciary power or discretion shall be exercised solely by the other Agent or Agents who are then currently serving under this Power of Attorney.



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Section 3.05. Other Limitations on Agent

My Agent may not perform duties under a contract that requires the exercise of my personal services; my Agent may not make any affidavit as to my personal knowledge; my Agent may not vote in any public election on my behalf; and my Agent may not execute or revoke any will or codicil on my behalf; my Agent may not create, amend, modify, or revoke any document or other disposition effective at my death or transfer assets to an existing trust created by me or pursuant to this power of attorney unless expressly authorized by this power of attorney.

Article Four
Effectiveness of Power of Attorney,
Duration and Revocation

Section 4.01. Effectiveness of Durable Power of Attorney

This Durable Power of Attorney becomes effective upon execution.

Section 4.02. Term of Durable Power of Attorney

This Durable Power of Attorney shall expire at the earlier of:

My death, (except for post-death matters allowed under the laws of Alabama), or

Upon my revocation of this Power of Attorney.

Section 4.03. Durable Power of Attorney not Affected by Subsequent Incapacity

This Durable Power of Attorney shall not be affected by my subsequent incapacity and shall remain in full force and effect until terminated as expressly provided for in this instrument.

Section 4.04. Amendment and Revocation

I hereby reserve the right to amend or revoke this Durable Power of Attorney at any time. Amendments to this document shall be made in writing by me personally (not by Agent) and they shall be attached to the original of this document and recorded in the same county or counties as the original if the original is recorded.

Durable Power of Attorney of BARBARA H. MERCK

This instrument may be amended or revoked by me; and my Agent may be removed by me at any time by the execution by me of a written instrument of revocation, amendment, or removal delivered to Agent.

If this instrument is revoked or amended, no person acting in accordance with the instructions of Agent acting under this instrument prior to receipt by such person of actual notice of any such revocation or amendment shall incur any liability to me or my estate as a result of permitting Agent to exercise any power authorized by this instrument.

My Agent may resign by the execution of a written resignation delivered to me or, if I am mentally incapacitated, by delivery to any person with whom I am residing or who has my care and custody.

Article Five Nomination of Guardian

Section 5.01. Nomination of Guardian

If at any time proceedings are initiated for the appointment of a Guardian, I hereby nominate the person serving as my Agent at the time the proceedings are initiated or the person named in this instrument to serve in that capacity.

Article Six General Matters

Section 6.01. Signature of Agent

Agent shall use the following form when signing documents on my behalf pursuant to this power

BARBARA H. MERCK, by Agent [DANIEL M. MERCK], her Agent.

The following general provisions shall be interpreted to carry out my intent to empower my Agent to take any actions authorized by this document, and to protect my Agent and those who rely upon my Agent.



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Section 6.02. Interpretation

This instrument is to be construed and interpreted as a general power of attorney. The description of specific powers is not intended to, nor does it, limit or restrict any of the general powers granted to my Agent.

Section 6.03. Use of "Agent" Nomenclature

Whenever the word "Agent" or any modifying or equivalent word or substituted pronoun therefor 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.

Section 6.04. Third Party Reliance

Third parties may rely upon the representations of Agent as to all matters relating to any power granted to Agent, and no persons who may act in reliance upon the representations of Agent or the authority granted to Agent shall incur any liability to me or my estate as a result of permitting my Agent to exercise any power.

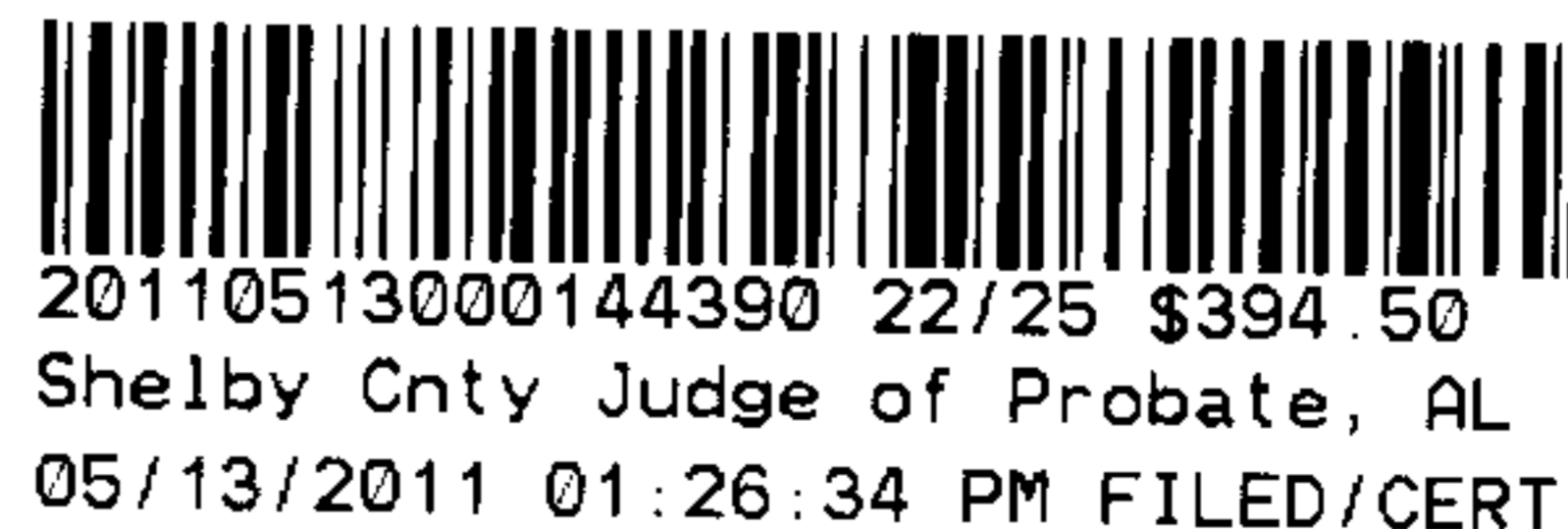
No person who relies on any affidavit or certificate under penalty of perjury that this instrument specifically authorizes Agent to execute and deliver shall incur any liability to me or my estate.

Section 6.05. Effect of Duplicate Originals or Copies

If this instrument has been executed in multiple counterparts, each such counterpart original shall have equal force and effect. Agent is authorized to make photocopies of this instrument as frequently and in such quantity as my Agent shall deem appropriate. Each photocopy shall have the same force and effect as any original.

Section 6.06. Release of Information

All persons from whom Agent may request information regarding me, my personal or financial affairs, or any information which I am entitled to receive, are hereby authorized to provide such information to Agent, and are released from any legal liability whatsoever to me, my estate, my heirs, successors and assigns, for complying with Agent's requests.



Section 6.07. Appointment of Ancillary Agents

If at any time my Agent deems it necessary or desirable, in my Agent's discretion, to appoint one or more ancillary Agents to act in another jurisdiction under this power of attorney, my Agent may appoint such ancillary Agent or Agents. In making such appointment, my Agent may sign, execute, deliver, acknowledge and make declarations in any documents as may be necessary, desirable, convenient or proper in order to carry out such ancillary appointment. My Agent may grant to any ancillary Agent only the powers, duties, and authority granted to my Agent in this document.

Section 6.08. Agent Compensation

My Agent shall be entitled to reasonable compensation for the services rendered in the execution of any of the powers conferred by me in this Power. The factors that should be taken into account in determining the amount of compensation shall be the time expended by Agent, the value of the property over which Agent exercises control and management, and the complexity of the transaction entered into by Agent in functioning under this Power. Agent may make the payment of such amount from my assets every year, and shall keep records that include the amount of time spent in performing the services, a description of the services performed, and the amount of compensation paid to himself or herself for each such time period.

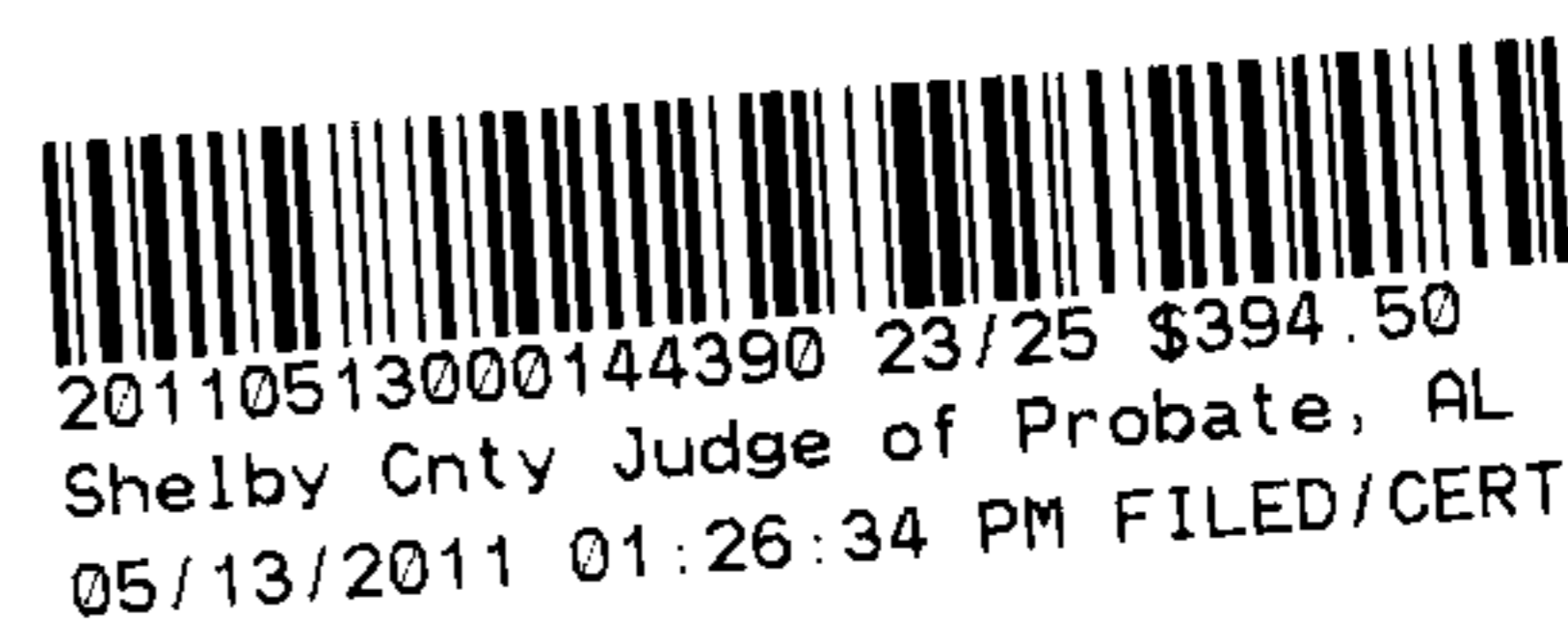
Section 6.09. Liability of Agent

My Agent and my Agent's estate, heirs, successors and assigns, are hereby released and discharged from any and all liability (civil, criminal, administrative or disciplinary) and from all claims or demand of all kinds by me, my estate, my heirs, successors and assigns, arising out of the acts or omissions of my Agent, except for willful misconduct or gross negligence of my Agent. It is my intent to protect my Agent from any claims or liability so long as my Agent acts in good faith, even though such actions may later be determined to be simple negligence.

Section 6.10. Enforcement of Agent's Authority

My Agent may seek on my behalf and at my expense a declaratory judgment from any court 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 my Agent to perform any act authorized by this instrument. My Agent may seek a mandatory injunction requiring compliance with my Agent's instructions, against any person, firm, or other entity obligated to comply with instructions given by me or by my Agent on my behalf. My Agent may seek actual and punitive damages against any person, firm, or entity obligated to comply with instructions given by me, or by my Agent on my behalf, who negligently or willfully refuses to follow such instructions.

Durable Power of Attorney of BARBARA H. MERCK



Section 6.11. Severability

If any provision of this power of attorney is declared to be invalid for any reason, such invalidity shall not affect the remaining provisions of this document. The remaining provisions shall remain in full force and effect.

Section 6.12. Governing law.

This instrument shall be governed by the laws of the state of Alabama in all respects, including its validity, construction, interpretation and termination. To the extent permitted by law, this power of attorney shall be applicable to all property of mine, 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 me or hereafter acquired by me or for me by my Agent.

Section 6.13. Explanation of this Durable Power of Attorney

I understand that this power is an important legal document. Before executing this document, my attorney explained to me the following:


This document provides my Agent with broad powers to dispose of, sell, convey and encumber my real and personal property

The powers granted in this power will exist for an indefinite period of time unless I limit their duration by the terms of this Durable Power of Attorney or revoke this Durable Power of Attorney. This Durable Power of Attorney will continue to exist notwithstanding my subsequent disability or incapacity.

I have the power to revoke or terminate this Durable Power of Attorney at any time.

Dated: APRIL 29, 2009.

Barbara H. Merck
BARBARA H. MERCK, Principal


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ACKNOWLEDGEMENT FOR PRINCIPAL

STATE OF ALABAMA)
)
COUNTY OF JEFFERSON)

On this 29th day of APRIL, 2009, before me personally appeared **BARBARA H. MERCK**, as Principal, personally known to me (or proved to me on the basis of satisfactory evidence) to be the individual whose name is subscribed to the foregoing Durable Power of Attorney, and acknowledged that she executed the same as her voluntary act and deed for the purposes therein contained.


Witness my hand and official seal.

[Seal]



Notary Public
A. JAMES CARSON
1800 International Park Dr., Ste. 10
Birmingham, Alabama 35243
(205) 970-0034

My commission expires: 4/16/12


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