

GENERAL DURABLE POWER OF ATTORNEY

STATE OF ALABAMA :

COUNTY OF JEFFERSON :

KNOW ALL BY THESE PRESENTS: That I, Burnie Higginbotham, Sr., of Jefferson County, Alabama, do hereby appoint, Burnie Higginbotham, Jr., my true and lawful attorney, subject to the terms and conditions as contained herein, and hereby expressly revoke any powers of attorney heretofore granted by me.

I. EFFECTIVENESS OF POWER OF ATTORNEY

I am of sound mind and, due to increasing physical incapacities, it is my affirmative desire and intention that the provisions of this Power of Attorney become immediately effective. I hereby consent to the full waiver of rights afforded me by Section 26-1-2 of the Code of Alabama 1975, as amended, which would make this document effective only at such time as I am deemed disabled, incompetent or incapacitated through the written certification of two (2) duly-licensed physicians.

II. ATTORNEY'S POWERS

My attorney is authorized to act in, manage, and conduct all my affairs, and for that purpose in my name and on my behalf to do and execute all or any of the following acts, deeds and things, that is to say:

1. To ask, demand, sue for, recover, and receive all sums of money, debts, dues, goods, wares, merchandise, chattels, effects, and things of whatsoever nature or description which now are or hereafter shall be or become due, owing, payable, or belonging to me in or by any right, title, ways, or means howsoever, and upon receipt thereof or of any part thereof to make, sign, execute, and deliver such receipts, releases, or other discharges for the same, respectively, as my attorney shall think fit or be advised.

2. To settle any account or matter whatsoever wherein I now am or at any time in the future shall be in any wise interested or concerned with any person whomsoever, and to pay or receive the balance thereof as the case may require.

3. To receive every sum of money which now is or hereafter shall be due or belonging to me upon the security or by virtue of any mortgage and on receipt of the full amount secured thereby, to execute a good and sufficient release or other discharge of such mortgage by deed or otherwise.

4. To compound with or make allowances to any person for or in respect to any debt or demand whatsoever which now is or shall at any time hereafter become due and payable to me, and to take and receive any composition or dividend thereof or thereupon, and to give releases or other discharges for the whole of such debts or demands, or to settle, compromise, or submit to arbitration every such debt or demand, and every other right, matter, and thing due to or concerning me as my attorney shall think best,

and for that purpose to enter into, execute and deliver such instruments as my attorney may deem advisable in the premises.

5. To commence, prosecute, discontinue, or defend all actions or other legal proceedings touching my estate or any part thereof, or touching any matter in which I or my estate may be in any wise concerned.

6. To enter upon and into all of my real estate, and to let, manage, and improve the same or any part thereof, and to repair or otherwise improve or alter, and to insure any building thereon. And for me and in my name to order, purchase, and contract for such materials and labor as shall be necessary to make all necessary repairs and improvements on any or all of my real and personal property and to guard and protect my interests therein.

7. To contract with any person for leasing for such periods, at such rents and subject to such conditions as my attorney shall see fit, all or any of my said real estate, and any such person to let into possession thereof, and to execute all such leases and contracts as shall be necessary or proper in that behalf, and to give notice to quit to any tenant or occupier thereof, and to receive and recover from all tenants and occupiers thereof or of any part thereof all rents, arrears of rent, and sums of money which now are or shall hereafter become due and payable in respect thereof, and also on nonpayment thereof or of any part thereof, to take all necessary or proper means and proceedings for determining the tenancy or occupation of such tenants or occupiers and recovering the possession thereof.

8. To buy, sell, either at public or private sale, or exchange any part or parts of my real estate or personal property for such consideration and upon such terms as my attorney shall think fit, and to execute and deliver good and sufficient deeds or other instruments for the conveyance or transfer of the same, with such covenants of warranty or otherwise as my attorney shall see fit, and to give good and effectual receipts for all or any part of the purchase price or other consideration.

9. To borrow any sum or sums of money on such terms, and with such security, whether real or personal property, as my attorney shall think fit, and for that purpose to execute all promissory notes, bonds, mortgages, and other instruments which may be necessary or proper.

10. To deposit any moneys which come into my attorney's hands as such attorney with any bank or banks, in my name and any of such money or any other money to which I am entitled which now is or shall be so deposited to withdraw, and either employ as my attorney shall think fit in the payment of any debts or interest, payable by me, or taxes, assessments, insurance, and expenses due and payable or to become due and payable on account of my real and personal estate, or in or about any of the purposes herein mentioned, or otherwise for my use and benefit, or to invest in my name in any stocks, shares, bonds, securities, or other property, real or personal, as my attorney shall think proper, and to receive and give

receipts for any income or dividend arising from such investments, and all and any such investments to vary or dispose of for my use and benefit as my attorney may think fit.

11. To request, receive and review any information, verbal or written, regarding my personal and financial affairs or my physical or mental health, including medical and hospital records, and to execute any releases or other documents that may be required in order to obtain such information, and to disclose such information to such persons, organizations, firms or corporations as my attorney shall deem appropriate.

12. To provide medical attention and services for me, including choice of a physician, choice of a hospital or nursing home, and to provide such other care, comfort, maintenance and support as my attorney may deem necessary.

13. To employ and discharge medical personnel, including such physicians, psychiatrists, dentists, nurses and therapists as my attorney shall deem necessary for my physical, mental and emotional well-being, and to pay such individuals, or any of them, reasonable compensation.

14. To exercise any powers and any duties vested in me with any other or others as executor, administrator, or trustee, or in any other fiduciary capacity, so far as such power or duty is capable of being validly delegated.

15. For all or any of the purposes of these presents to enter into and sign, seal, execute, acknowledge and deliver any contracts, deeds, or other instruments whatsoever, and to draw, accept, make, endorse, discount, or otherwise deal with any bills of exchange, checks, promissory notes, or other commercial or mercantile instruments.

16. To prepare, execute, and file income and other tax returns, and other governmental reports, applications, requests, and documents.

17. In general to do all other acts, deeds, matters, and things whatsoever in and about my estate, property, and affairs, or to concur with persons jointly interested with myself therein in doing all acts, deeds, matters and things herein, either particularly or generally described, as fully and effectually to all intents and purposes as I could do in my own proper person if personally present.

18. Notwithstanding anything herein to the contrary, my attorney shall not have the authority to exercise any power herein granted in such a manner so that my attorney would be considered a holder of a "general power of appointment" as that term is defined in Section 2041 of the Internal Revenue Code, as amended.

III. MISCELLANEOUS

1. This instrument shall be construed and interpreted as a general durable power of attorney. The enumeration of specific items, rights, acts or powers herein shall not limit or restrict, and is not to be construed or interpreted as limiting or restricting, the general powers herein granted to my attorney.

2. Any person, firm or corporation dealing with my attorney under the authority of this instrument is authorized to deliver to my attorney all considerations of every kind or character with respect to any transaction so entered into by my attorney, and shall be under no duty or obligation to see to or examine into the disposition thereof or to inquire into the validity or propriety of any act by my attorney or any provision of this instrument.

3. Any party appointed as my attorney hereunder may renounce such appointment by a written instrument, duly acknowledged, and delivered to the next succeeding attorney herein named, if any.

4. Any party serving as my attorney hereunder shall be entitled to reimbursement for all reasonable costs and expenses incurred or paid by such party on my behalf pursuant to the provisions of this instrument.

5. No party serving as my attorney hereunder shall be responsible or liable for any mistake or error of judgment, except for such party's own gross negligence or willful misconduct. No successor attorney shall be responsible or liable for any act or omission of any predecessor attorney and shall have no duty to inquire into the acts or omissions of any predecessor attorney.

6. All copies of this Power of Attorney shall have the same force and effect as an original.

7. This Power of Attorney may be revoked by myself at any time, and I hereby ratify and confirm and promise to at all times ratify and confirm all and whatsoever my attorney shall lawfully do or cause to be done, during such time(s) as this Power of Attorney shall be effective, in and about the premises by virtue of these presents, including anything which shall be done between the revocation of these presents by my death or in any other manner, and notice of such revocation reaching my attorney; and I hereby declare that as against me and all persons claiming under me everything which my attorney shall do or cause to be done in pursuance hereof, after such revocation as aforesaid, shall be valid and effectual in favor of any person claiming the benefit thereof who before the doing thereof shall not have had notice of such revocation.

IN WITNESS WHEREOF, I have hereunto set my hand and seal this the 18th day of 2010
20__.

Burnie Higginbotham Sr.
BURNIE HIGGINBOTHAM, SR.

20110909000266530 5/5 \$24.00
Shelby Cnty Judge of Probate, AL
09/09/2011 10:51:03 AM FILED/CERT

STATE OF ALABAMA :

COUNTY OF JEFFERSON :

Before me, the undersigned, a Notary Public in and for said State and County, personally appeared Burnie Higginbotham, Sr., whose name is signed to the foregoing Power of Attorney, and who is known to me, and who acknowledged before me on this day that, being informed of the contents of said Power of Attorney, he executed the same and delivered the same voluntarily on the day the same bears date.

Witness my hand and seal this the 18 day of March, 2010.

Charles M. Harden

Notary Public

My Commission Expires:

NOTARY PUBLIC STATE OF ALABAMA AT LARGE
MY COMMISSION EXPIRES: Apr 14, 2012
BONDED THRU NOTARY PUBLIC UNDERWRITERS