

DURABLE POWER OF ATTORNEY

ARTICLE I
STATEMENT OF INTENT TO CREATE
DURABLE POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, That I, ROY K. VARNER, also known as ROY KENAN VARNER, have made, constituted and appointed, and by these presents do make, constitute and appoint my wife, NANCY VARNER, as my true and lawful agent or attorney in fact (hereinafter sometimes referred to as my "agent"), for me from time to time and in my name, place and stead to do any and all acts which I could do if personally present, hereby intending to give to my said agent the fullest and broadest powers to act for me.

If my wife should fail or cease to serve as my agent, I constitute and appoint my brother-in-law, RICHARD FARMER, and sister-in-law, KIM FARMER, with power granted to each of them to act jointly or separately (as if appointed alone) as successor agents. My successor agent shall have the same rights, powers, duties, responsibilities and exceptions as are herein conferred upon my original agent.

ARTICLE II
GRANT OF AUTHORITY

(a) In accordance with the terms of the Alabama Uniform Power of Attorney Act, Ala. Code 1975, § 26-1A-204 through 217, I hereby grant my agent(s) and any successor agent(s) specific authority to act for me with respect to all of the subjects enumerated in the herein referenced sections. It is not my intention by setting out the specific powers and authorizations below to limit or cut down the broad powers given herein but to clarify and support such gifts of power by expressly giving and granting unto my said agent full power:

(1) To make, draw, sign, accept, endorse for any purpose, deposit, withdraw, discount, deliver notes, checks, drafts and other instruments for the payment of money, including specifically to my agent's own credit or account; to examine, receive and sign receipts for canceled checks, vouchers, statements of account or of any property in which I may have an interest, and to acknowledge the correctness of any statement of any account; whether owing to or by me or relating to any property held for me;

(2) To ask, demand, sue for, recover, receive, collect and give receipts, releases and discharges for, all sums of money, debts, dues, accounts, dividends on stocks, interest on bonds or mortgages, rents, bequests, legacies, trust monies, tax or other refunds, and other obligations or property which are or shall become due, owing and payable to me;

(3) To act in my stead with respect to retirement, pension, profit-sharing, self-employed, and other qualified and non-qualified plans, annuities, and individual retirement accounts, bonds, and annuities; and to receive proceeds therefrom, make rollover or voluntary contributions thereto, and elect options thereunder;

(4) To institute, prosecute, defend, compromise, settle, arbitrate or otherwise dispose of any and all actions or proceedings, either at law or in equity, including actions for the foreclosure or enforcement otherwise of any mortgage or lease, upon any real or personal property; and to execute and deliver any bonds, undertakings or recognizances that my said agent may approve in any such or other actions or proceedings, whether the same be given under statutory requirements or otherwise, including such bonds or undertakings as may be necessary or desirable for the purpose of perfecting a compromise of or an appeal from any judgment or decree in any such actions or proceedings; to appear generally or specially in any actions or proceedings which in any way may concern me or my property, or my right, title or interest therein; to compel accountings and filings of inventories; to employ and compensate attorneys to appear for and represent me in any action or proceeding instituted in my behalf or against me;

(5) To represent me in any and all proceedings now pending or hereafter arising between me and the Treasury Department of the United States Government or any other Governmental authorities relative to my income, gift, estate or other tax liability for all years, granting unto my said agent full power in my name and on my behalf to appear before proper officials of the Treasury Department or any other government officials, to adjust, settle, compromise or otherwise dispose of all questions relative to any of the said tax liabilities; to receive copies of my tax returns and any papers, letters or other communications concerning the said tax liabilities; to sign any waivers of the statute of limitations or any other waivers, to sign closing agreements for final determination of tax liability; to prepare, sign and file with any and all governmental authorities tax returns or other returns, protests, appeals and other documents, to execute and file refund claims or any other claims, and to receive, endorse and collect, checks in settlement of any refund, to execute and file petitions to the Tax Court of the United States and all other papers in connection with such proceedings, to substitute in the place and stead of said agents any other agent and to appoint associate agents;

(6) To obtain credit or borrow money in any currency, (including all manner of credits and letters of credit); to renew any loan or extension of credit;

(7) To sell or agree to sell at private or public sale, convey by warranty, quit claim or other kind of deed, grant, transfer, lease and rent for such periods as my agent may deem proper, though exceeding five years, exchange, pledge, hypothecate, mortgage, lend, possess, occupy, use, insure and make repairs upon any property, real or personal, or any interest in such property, which

may now or in the future belong to me, upon such terms and conditions as my agent may deem best; to erect, tear down or make repairs upon any building;

(8) To buy, or agree to buy or to lease any property, real or personal, or any interest therein, and to execute and deliver a purchase money mortgage as part of the purchase price thereof;

(9) To buy, sell, exchange, pledge, hypothecate, mortgage, endorse for transfer or for any other purpose, register or cause to be registered in the name of any nominee, deliver, assign, transfer and execute all necessary documents of assignment and transfer, dispose of, provide for the safekeeping of, and otherwise deal with any stocks, bonds or other securities or any real or personal property whatsoever;

(10) To buy, sell, transfer or dispose of for present or future delivery American or foreign moneys, credits or exchange, on deposit or otherwise, and all manner of instruments representative thereof, by endorsement or otherwise; to open, maintain, deposit in, operate, withdraw from, close and reopen accounts of every manner and description in American or foreign currencies with any banks, bankers, or trust companies, national banks, savings banks, stock brokers, fiduciaries or other depositories or institutions, American or foreign, wheresoever situated;

(11) To invest and reinvest any funds that may now be in or later come into my said agent's hands with full discretion in my said agent to select the investments and reinvestments; and this discretion shall not be limited to those investments and reinvestments of the character authorized by the laws of any state for trust investments; to deposit any stocks, bonds or other securities with any broker and to authorize him to buy, sell, pledge, or exchange any stocks, bonds or other securities on a margin or otherwise; to loan any sum of money with or without interest;

(12) To undertake performance of any and all acts, whether or not otherwise specifically enumerated herein, including the sale of any property or the borrowing of any funds, which my agent considers necessary or appropriate in order to purchase United States Treasury Bonds redeemable at par in payment of federal estate taxes; provided, however, that nothing herein shall be construed as requiring my agent to acquire any such bonds;

(13) To consent to, join in or oppose any condemnation or other proceeding, or any action brought to acquire any of my real or personal property or any interest therein;

(14) To apply for and effect any and all kinds of insurance including, without limitation, life, auto, real property, personal property liability, fire, burglary, theft and war risk insurance; to pay any and all premiums thereon; to cancel and terminate any insurance and to receive payments in connection therewith;

(15) To execute and deliver agreements, instruments or documents of any kind and for any purpose deemed necessary or proper by my agent to carry out the acts herein authorized, including agreements for the extension of time for the payment of any sum of money due me;



(16) To have access to and to remove the contents of any and all safe deposit boxes which I now or hereafter may have with any bank, safe deposit company or other organization;

(17) To pay, renew, secure, settle or compromise any debt, claim or other liability due from me; to collect, renew, accept security for, settle, or compromise any debt, claim or other liability due to me;

(18) To attend and vote as my proxy or to authorize any other person or persons to attend and vote as my proxy at any meetings of stockholders or bondholders of any corporation or company, or on any occasion that voting by proxy is permitted; to take part in any stockholders', bondholders', or creditors' reorganization plan, and to give any consents and waivers in connection with such meetings or plan; to consent to or oppose any merger or consolidation of any corporation and company, or any sale or lease of its property or any part thereof; to deposit securities under protective agreements or with protective committees with or without discretion thereby being delegated; to pay all assessments, subscriptions and other sums of money as my agent may deem expedient for the protection of my interest as holder of any stocks, bonds, or other securities; to exercise any option contained in any stocks, bonds or other securities, for the conversion of the same into any right to subscribe for additional stocks, bonds or other securities, and to make any and all necessary payments therefor;

(19) To irrevocably disclaim, refuse or renounce any part or all of any gift, transfer, devise or bequest made to me; and to execute any and all instruments that are necessary to make a "qualified disclaimer" pursuant to Section 2518 of the Internal Revenue Code of 1986, as amended;

(20) To delegate any or all powers herein granted to a sub-agent or sub-agents, as provided in Ala. Code 1975, § 26-1A-201, and to revoke any such delegations; but notwithstanding any such delegation my agent shall retain full authority to act alone hereunder;

(21) To employ and compensate agents, accountants, appraisers, investment advisers, brokers, agents, attorneys at law, tax specialists, realtors, and other assistants and advisors, and to do so without liability for any neglect, omission, misconduct or default of any such agent or professional representative provided such person was selected and retained with reasonable care;

(22) To determine my place of residence from time to time, to pay my ordinary household expenses, to arrange for and pay the costs of medical, dental, nursing, hospital, convalescent and other health care and treatment, including admission to hospitals, nursing homes, rest homes or other care facilities or institutions; to consent to treatment, and to make application for insurance, pension or employee benefits related to such health care and treatment, including, but not limited to, benefits under Social Security, Medicare and Medicaid; to obtain on my behalf copies of medical reports, summaries or other related information concerning me made or taken before or after the date of this instrument, and to execute any written consents on my behalf for the disclosure of such reports, summaries, or related information as may be required under any applicable federal statute, statutes

of any state of the United States, or ordinances, rules or requirements of any local government municipality, authority or agency;

(23) To use and apply so much of the income and principal of the assets comprising my estate as may be necessary or desirable, in the sole discretion of said agent, for the maintenance and support of any person dependent upon me, taking into consideration other income, resources, or financial assistance available to any of them from all other sources. Any provision herein to the contrary notwithstanding, the agent shall have no power or authority to use or apply the principal to discharge any legal obligation that the agent may have to support me or any person dependent upon me;

(24) To exercise any general or special power of appointment exercisable by me;

(25) To retain and operate any businesses owned by me (regardless of whether operated in the form of a corporation, general or limited partnership, limited liability company, sole proprietorship, or otherwise), hereinafter referred to as "Businesses," regardless of lack of diversification, for such period as my agent, in his/her absolute discretion, shall determine appropriate. I consider interests owned by me in the Businesses as proper investments, and my agent is authorized to invest in or retain indefinitely all of any part of the Businesses even though such interests lack liquidity, may be considered, and in fact may be, more volatile or risky than alternative investments, may never yield a dividend or other income, and may constitute a very large percentage or all of my property. My agent shall not be accountable for any loss or depreciation in value sustained by reason of compliance with my wishes as expressed in this instrument.

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(b) I understand that the powers set out below will give my agent the authority to take actions that could significantly reduce my property or change how my property is distributed at my death. Notwithstanding paragraph (a) above, I hereby specifically authorize or do not authorize the following powers by placing my initials beside either "Yes" or "No" below each power listed:

(1) To create or change a beneficiary designation relating to any of my retirement benefits and to waive my right to be a beneficiary of a joint and survivor annuity, including a survivor benefit under a retirement plan, as provided in Ala. Code 1975, § 26-1A-201.

✓ Yes _____ No

(2) To change the beneficiaries on any insurance policies on my life, as provided in Ala. Code 1975, § 26-1A-201; however, my agent shall have no power or authority whatsoever with respect to any policy of insurance owned by me on the life of my agent, or any trust created by my agent as to which I am a trustee.

✓ Yes _____ No

(3) To create or change rights of survivorship relating to ownership of real property and personal property, as provided in Ala. Code 1975, § 26-1A-201.

✓ Yes _____ No

(4) To make nontaxable gifts of any of my assets (a) to my wife, provided however, the power of my agent to make a nontaxable gift to himself/herself shall be further limited to an amount less than or equal to the greatest amount which, pursuant to Sections 2041 and/or 2514 of the Internal Revenue Code of 1986, as amended, would not be deemed a taxable transfer of property should my said agent allow such power to lapse and/or (b) to a charity (provided, however, that I have made prior gifts to such charity and in no event shall any gift to such charity hereunder exceed in value the prior gifts). For purposes of this section, nontaxable gifts shall mean any gifts or transfers which are not "taxable gifts" as defined in Section 2503 of the Internal Revenue Code of 1986, as amended. Notwithstanding anything herein to the contrary, any power or authority granted to my agent herein shall be limited so as to prevent this Power of Attorney from causing my agent to be taxed on my income or from causing my assets to be subject to a "general power of appointment" by my agent as defined in Sections 2041 and 2514 of the Internal Revenue Code of 1986, as amended;

✓ Yes _____ No

(5) To transfer any or all of my assets to any trust, whether created before or after the execution of this Power of Attorney, provided that such trust is solely for my benefit, may be amended or revoked by me (and/or the holder of my Power of Attorney) at any time, and shall provide that at my death all assets then held in such trust shall be delivered to the personal representative of my estate;

✓ Yes _____ No

ARTICLE III
AUTHORIZATION TO RELEASE
INFORMATION TO AGENT

Any banks, bankers, trust companies, national banks, savings banks, safe deposit companies, stockbrokers, fiduciaries, depositaries or other institutions, persons, firms or corporations are authorized to release information to my agent in reliance hereon and shall be fully protected even though the said agent, substitute or associate may be dealing with himself or herself, as it is contemplated that such may be the case.

In accordance with Ala. Code 1975 § 26-1A-109(d), I hereby authorize the use or disclosure of any of my "Protected Health Information", as defined in the Health Insurance Portability and Accountability Act (HIPAA), including any and all confidential or private records, summaries and/or opinions related to my mental or physical capacity to make decisions regarding my health care and business affairs, to a physician, health care professional, hospital, clinic, medical facility, or other health care provider that has provided treatment or services to me or on my behalf and to my agent.

I understand that the information used or disclosed may be subject to re-disclosure by the person or class of persons receiving it, and would then no longer be protected by federal privacy regulations.

ARTICLE IV
NOMINATION OF AGENT AS
GUARDIAN AND CONSERVATOR

In the event court proceedings for a guardian, conservator, curator or other fiduciary for my person and/or property are commenced hereafter, I hereby nominate my agent appointed hereunder (including any successor) to serve as guardian, conservator, curator and/or other fiduciary for my person and/or property. This nomination should be viewed as my expression of nomination for such fiduciary and not as a mandate for such proceedings or as a limitation of any powers granted to my agent hereunder.


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ARTICLE V
REVOCATION AND REMOVAL

I hereby expressly revoke any power of attorney heretofore given covering the authority and powers herein granted, without prejudice, however, to anything lawfully done or caused to be done under any power of attorney heretofore given, and I hereby ratify and confirm all previous acts of my agent with the same force as if such acts had been done after the execution and delivery of this Power of Attorney.

By execution of this Power of Attorney I do not intend to revoke any power I may have granted by execution of an appointment of Health Care Proxy pursuant to Ala. Code 1975 § 22-8A-4.

I may at any time revoke this Power of Attorney; but it shall be deemed to be in full force and effect as to all persons, institutions and organizations which shall act in reliance thereon prior to the receipt of written revocation thereof signed by me and prior to receipt of actual notice of my death.

ARTICLE VI
GOVERNING LAW

This Power of Attorney shall be governed by the laws of the State of Alabama.

ARTICLE VII
RELIANCE ON THIS POWER OF ATTORNEY

In accordance with Ala. Code 1975, § 26-1A-106, reproductions of this executed original (with reproduced signatures and the certificate of acknowledgment), whether photocopies or electronically transmitted copies, shall be deemed to be original counterparts of this Power of Attorney. Any person may rely upon the validity of this Power of Attorney and such copies unless that person knows the document has terminated or is invalid

ARTICLE VIII
DURABILITY PROVISION

This Power of Attorney expressly shall not be revoked by my disability, incompetency or incapacity.

IN WITNESS WHEREOF, I have hereunto set my hand and seal on
Nov 2, 2012.

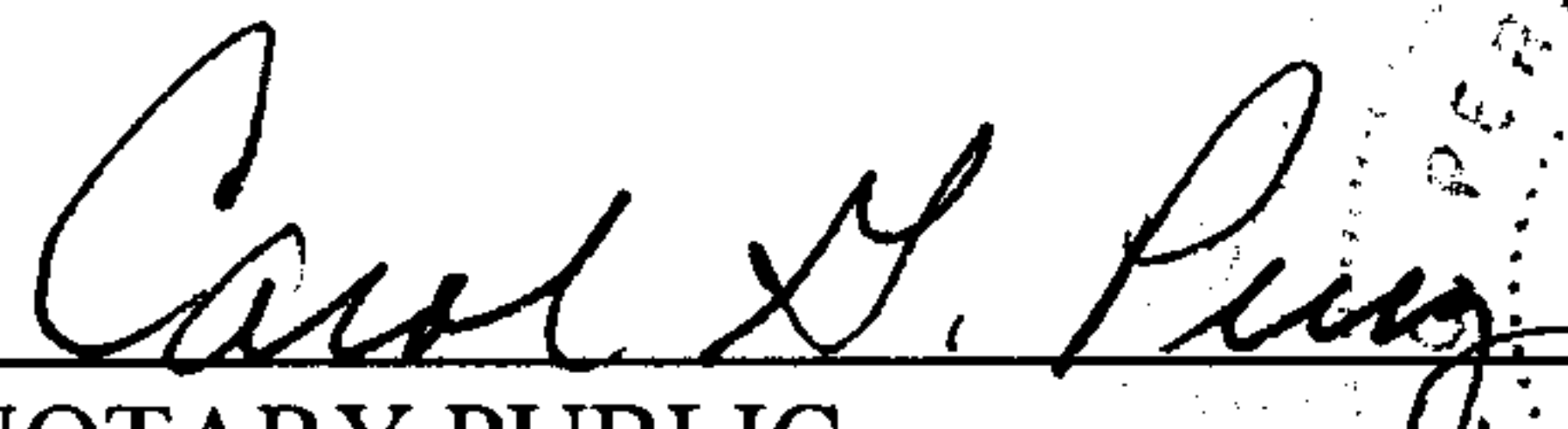


ROY K. VARNER

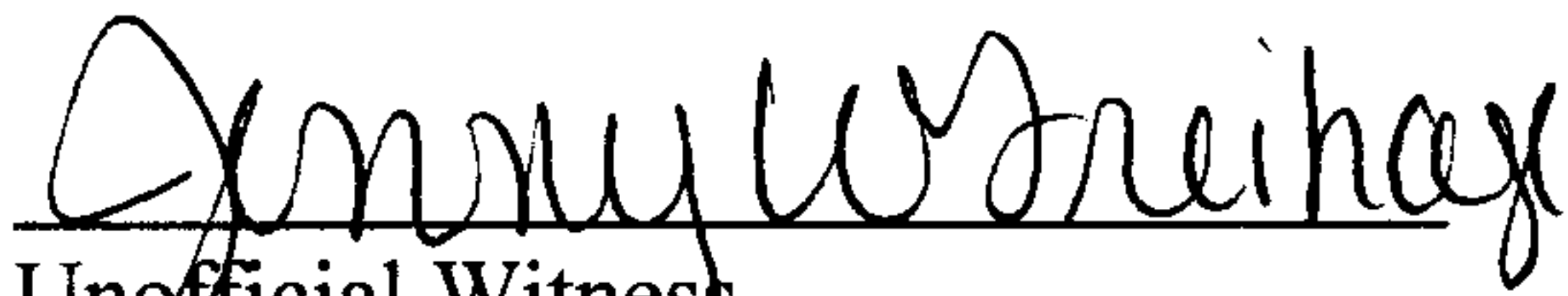
STATE OF ALABAMA)
JEFFERSON COUNTY)

I, Carol G. Perry, the undersigned authority, a Notary Public in and for said County and State, hereby certify that ROY K. VARNER, whose name is signed to the foregoing Power of Attorney, and who is known to me, personally appeared before me this day and acknowledged before me on this day that, being informed of the contents of the Power of Attorney, he executed the same voluntarily on the day the same bears date.

Witness my hand and official seal, on November 2, 2012.



NOTARY PUBLIC
MY COMMISSION EXPIRES 12/23/12



Unofficial Witness

Jenny W Freihage
(print name)



Unofficial Witness

Pamela H. Amos
(print name)

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