


STATE OF ALABAMA

COUNTY OF BLOUNT

DURABLE POWER OF ATTORNEY


20151201000410540 1/7 \$32.00
Shelby Cnty Judge of Probate, AL
12/01/2015 12:12:57 PM FILED/CERT

I, **JEFFREY K. BRANUM**, of Shelby County, Alabama, hereby appoint, sister **SONYA REECE**, and/or my daughter, **CAITLIN BRANUM** (herein collectively called "my attorney", with samples of their individual signatures below), my true and lawful co-agent and co-attorney, for me and in my name, *and authorize them to act individually or jointly*, to perform any or all of the following acts with reference to any interest from time to time owned by me in property, real or personal, wherever located (herein called "property"), or other matters, including healthcare decisions in which I from time to time may have a personal or financial interest:

1. To deposit in or withdraw from any bank, trust company, savings association, safe deposit company, broker or other depository or agent any moneys or other property and to examine or receive related records, including statements of account and canceled checks.

2. To rent safe deposit boxes in my name as depositories for my property, and to open and enter on my behalf any safe deposit box rented or held by me alone or jointly with others, at any time to deposit in such box and to remove from such box any part or all of the contents thereof, including any security or tangible personal property, as often and as freely as I could do if personally present, to cancel or modify the lease under which such box is rented and to surrender or exchange the same.

3. To retain, invest in, acquire by purchase, subscription, lease or otherwise, manage, sell at public or private sale, wholly or partly for cash or on credit, contract to purchase or sell, grant or exercise options to purchase, options to sell or conversion rights, assign, transfer, convey, deliver, endorse, exchange, pledge, mortgage, abandon, improve, repair, maintain, insure, lease for any term and otherwise deal with all property, and to release and waive any right of homestead therein, if any.

4. To enter upon and demand possession of, maintain, manage, improve, subdivide, resubdivide, raze, alter, dedicate, vacate, partition, release, lease or renew, amend or extend leases for any term, contract to make leases, grant options to lease or to purchase the whole or any part of the reversion, contract regarding the manner of fixing present or future rentals, grant easements or charges of any kind on or with respect to, and cultivate, irrigate and operate, all interests in real estate now or hereafter owned by me, including beneficial interests in any trust and leasehold interests, and related improvements, equipment and supplies, alone or with others, by general or limited partnerships, trust agreements, joint ventures, corporations, limited liability companies, associations, sharecrop agreements, leases, management or agency agreements, participation in government programs or otherwise.

5. To borrow money at interest rates then prevailing from any individual, bank or other source, and mortgage or pledge any property to any lender, including including my attorney individually.

6. To make **health care decisions** on my behalf if in the opinion of my attending physician I am incapacitated or otherwise not able to give directions to health care providers, or follow medical advice. This power shall not include psychosurgery or sterilization. To determine my place of residence from time to time, 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, treatment, including admission to hospitals, nursing homes, rest homes or other care 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;

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, including, but not limited to, records and/or communications, and to execute any written consents on my behalf for the disclosure of such records and communications under any provisions or act, referred to or defined by federal statute, statute, statutes of any state of the United States or ordinances, rules or requirements requirements of any local governmental municipality, authority or agency.

7. To demand, sue for, receive and otherwise take steps to collect or recover all debts, rents, proceeds, interest, dividends, annuities, securities for money, goods, chattels, bequests, income from property, damages and all other property to which I may be entitled or which are or may become due me from any person or organization; to commence, prosecute or enforce, or to defend, answer or oppose, contest and abandon all legal proceedings in which I am or may hereafter be interested; and to settle, compromise or submit to arbitration any accounts, debts, claims, disputes and matters now existing or which may hereafter arise between me and any other person or organization and to grant an extension of time for the payment or satisfaction thereof on any terms, with or without security.

8. To continue to carry, purchase, cancel or dispose of fire, casualty, property or income protection, medical, hospital, life, liability or other insurance and to pay any premiums thereon.

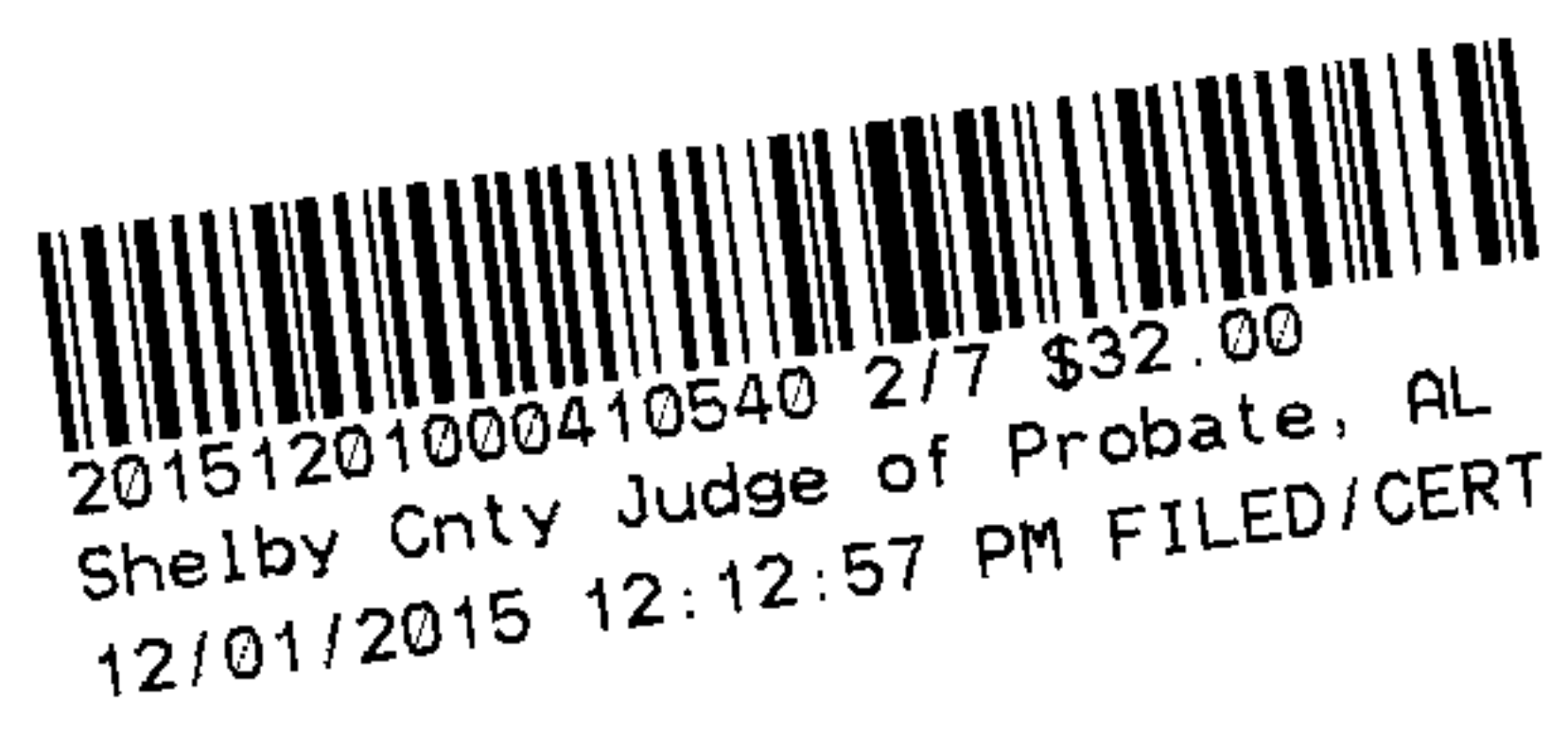
9. To sell and dispose of, as my attorney shall deem best, by private sale or otherwise, any shares of stock I now hold or may hereafter hold in any corporation, and any bonds or securities of the United States, any state, or any municipal corporations or private company, and to receive the consideration from the sale thereof, and for me and in my name to execute such transfers or assignments as shall be necessary to assign my said shares, bonds or securities to the purchaser or purchasers, and to pay any and all reasonable charges in connection with the handling of my securities.

10. To exercise in person or by general or limited proxy all voting and other rights, powers and privileges and to take all steps to realize all benefits with respect to stocks or other securities including the power to enter into or oppose, alone or with others, voting trusts, mergers, consolidations, foreclosures, liquidations, reorganizations or other changes in the financial structure of any corporation.

11. To retain, continue, operate, manage, organize, acquire, invest in, terminate and dispose of, alone or with others, proprietorships, corporations, limited or general partnerships, limited liability companies, joint ventures, land trusts and other business or property holding organizations under the laws of any jurisdiction; to lease, sell, purchase or otherwise transfer any property to or from, make further investments in or advance or loan funds to, with or without security, and incur obligations on account of or for the benefit of, any such organization; and to employ any persons for such purposes and delegate to them such powers and discretions as my attorney considers advisable.

12. To undertake performance of any and all acts, whether or not otherwise otherwise specifically enumerated herein, including the sale of any property or the borrowing of any funds, which my attorney 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 attorney to acquire any such bonds.

13. To appear and represent me in regard to and to take all actions convenient convenient or appropriate in connection with taxes imposed by any municipal, state, state, United States or foreign authority or government relating to any tax liability or or refund, abatement or credit (including interest or penalties) due or alleged to be due from or to me or any other person or organization, association or trust for which which I am responsible for the preparation, signing, executing, verifying, acknowledging or paying of any tax due or filing of a return or report, including without limitation federal or state income or gift tax, for the year 2014 and all



subsequent years; and for such purposes to inspect or receive copies of any tax returns filed by or for me, reports, or other papers or documents, compromises, or adjustments of any and all claims, and to execute Internal Revenue Service Forms 2848 and 2848-D, and any other forms required by the Internal Revenue Service or or any other governmental agency from time to time in regard to the granting of powers of attorney, and to name my attorney or any other person as my attorney thereunder.

14. To prepare, draw, make, sign, execute, seal, acknowledge, verify, discount, accept, endorse, with or without recourse on me, waive demand, notice and notice of protest, file and deliver on my behalf, any and all checks, options, orders, notes, drafts, overdrafts, certificates of deposit, bills of exchange, deeds, directions to land trustees, mortgages, leases, powers of sale, bonds (of indemnity or otherwise) and contracts, transfers, assignments, proxies, agreements, receipts, releases, release deeds, composition agreements, discharges, income or personal or intangible property or gift or other tax returns, estimates, declarations, certificates, schedules, statements, claims of abatement, refund or credit, protests, requests, (including requests for rulings from proper authorities), applications, waivers (including waiver of restrictions on the assessment or collection of any deficiency or additional tax), acceptances (including acceptance of any determination or proposed determination of additional tax or overassessment or overpayment of tax, including interest and penalties), consents or waivers or agreements for a later determination and assessment and collection of taxes than is provided by applicable statutes of limitations, closing agreements (whether in respect of a tax liability or a specific matter or otherwise), petitions, pleadings, motions, stipulations, consents and any other papers, documents or writings or things, with or without guarantees, surety obligations, covenants, warranties, indemnifications, representations, powers of substitution, affirmations or otherwise.

15. To appoint and employ, with or without compensation, any accountants, attorneys at law, investment counsel, agents, servants or other persons, including their agents and associates, and to dismiss or discharge the same and to appoint or employ any others in their stead as my true and lawful attorneys, to appear and represent me as to all matters covered by this power of attorney, or for any other purpose, including, but not limited to, appearances before the Treasury Department of the United States, the Tax Court of the United States, the United States Court of Claims, or any other court of the United States or the District of Columbia, or any state, municipal or foreign court, and any department or official of the United States government or any state, municipal or foreign government; with full power and authority to such agents and attorneys to do any and all acts convenient or appropriate in connection with such matters, including the specific acts described above, and to substitute attorneys and agents subsequent to the date of such appointment and prior to any revocation thereof, and to delegate and revoke the authority so granted to them.

16. To pay, as my attorney shall think fit, any debts or interest payable by me, or taxes, assessments and expenses due and payable or to become due and payable for my use and benefit or for the use and benefit of any person whom I have a legal obligation to support.

17. To transfer, assign and convey any property or interest in property which which I may own to any trust of which I am a beneficiary and under the terms of which I expressly have the power, exercisable alone or with others, to amend or revoke such trust, whether such trust was created before or after the execution of this this power of attorney.

18. To pay my pledges to and make such gifts as I have regularly made to charitable organizations described in Section 170(c) of the Internal Revenue Code or corresponding provisions of any subsequent federal tax laws ("Code") and to make gifts to persons, including any attorney acting hereunder, or for their benefit, which qualify for the federal gift tax annual exclusion, described in Section 2503(b) of the Code.

19. To (i) conduct environmental assessments, audits, and site monitoring to determine compliance with any environmental law or regulation thereunder; (ii) take all appropriate remedial action to contain, clean up or remove any environmental hazard including a spill, release, discharge or contamination, either on its own accord or in response to an actual or threatened violation of any environmental law or regulation thereunder; (iii) institute legal proceedings concerning environmental hazards or contest or settle legal proceedings brought by any local, state, or federal agency concerned with environmental compliance, or by a private litigant; (iv) comply with any local, state or federal agency order or court order directing an assessment, abatement or cleanup of any environmental hazards; and (v) employ agents, consultants and legal counsel to assist or perform the above undertakings or actions.

20. Finally (without prejudice to and in enlargement of the authority above conferred) to execute each and every instrument, undertake each and every obligation, and to take from time to time any and all action of whatsoever nature and with relation to any matters whatsoever, whether or not specifically mentioned herein, and to exercise in respect thereto as full and complete power and discretion **as I myself might or could do.**

The powers and authorities granted herein shall be exercised by either Sonya Reece or Caitlin Branum in their individual capacity or jointly. Said powers and authorities shall not be affected, impaired or exhausted by any non-exercise thereof or by any one or more exercises thereof. My attorney shall exercise or fail to exercise the powers and authorities granted herein in each case as my attorney, in my attorney's own absolute discretion, deems desirable or appropriate under existing circumstances. I hereby ratify and confirm as good and effectual, at law or in equity, all that my attorney, and any agents and attorneys appointed by my attorney, and their agents, associates and substitutes, may do by virtue hereof. However, despite the above provisions, nothing herein shall be construed as imposing a duty on my attorney to act or assume responsibility for any matters referred to above or other matters, even though my attorney may have power or authority hereunder to do so.

If any power or authority hereby sought to be conferred upon my attorney should be invalid or unexercisable for any cause or not recognized by any person or organization dealing with my attorney, the remaining powers and authorities given to my attorney hereunder shall nevertheless continue in full force and effect.

This power of attorney shall remain in full force and effect and shall not be affected by disability, incompetency, or incapacity of the principal, it being my intent that the power granted herein shall continue without interruption until my death unless previously revoked by me or as otherwise provided by law. Any person dealing with my attorney may rely without inquiry upon her certification that this power of attorney has not been revoked.

I expressly agree that all acts done hereunder in good faith by my attorney, prior to the receipt by my attorney or by any party with whom my attorney has dealt pursuant to this power of attorney of actual notice of revocation of this authority, whether by my death or otherwise, shall be binding upon me and upon my heirs and legal representatives.

No person relying upon this power of attorney in good faith and without actual notice of revocation of this authority shall incur any liability to me or my estate as a result of permitting my attorney to exercise any power or discretion on my behalf granted herein, nor shall any person dealing with my attorney be required to see to the application and disposition of any moneys, stocks, bonds, securities or other property paid to or delivered to my attorney, or my attorney's substitute, pursuant to the provisions hereof.

This instrument is to be construed and interpreted as a general durable power of attorney effective as of the date of the execution of this instrument, and shall not be affected by my disability, disability, incompetency or incapacity. The powers granted to my Attorney under this instrument are given pursuant to a "durable power of attorney" as authorized by Title 26 chapter 1A, Code of


Alabama, 1975, as amended, or as it otherwise applies, as of the date of execution. The enumeration of specific powers herein is not intended to, nor does it, limit or restrict the general powers herein granted to my Attorney. **If, following execution of this power of attorney, a court of my domicile or otherwise of competent jurisdiction finds it necessary to appoint a Guardian, Conservator, curator or other fiduciary charged with the interest and care of my person, and/or the management of any and all of my property, whether real, personal or otherwise, such Court shall appoint my sister, SONYA REECE, as such Guardian, Conservator, curator or other fiduciary, except for good cause or other disqualification. If for any reason SONYA REECE shall not serve then the Court shall appoint my daughter, CAITLIN BRANUM, except for good cause or other disqualification.** This instrument is executed and delivered in the State of Alabama, and the law of the State of Alabama shall govern all all questions as to the validity of this power and the construction of its provisions.

Reproductions of this executed original (with reproduced signatures) shall be deemed to be original counterparts of this power of attorney.

Specimen signature of my attorney:


SONYA REECE
Attorney

Specimen signature of my attorney:


CAITLIN BRANUM
Attorney

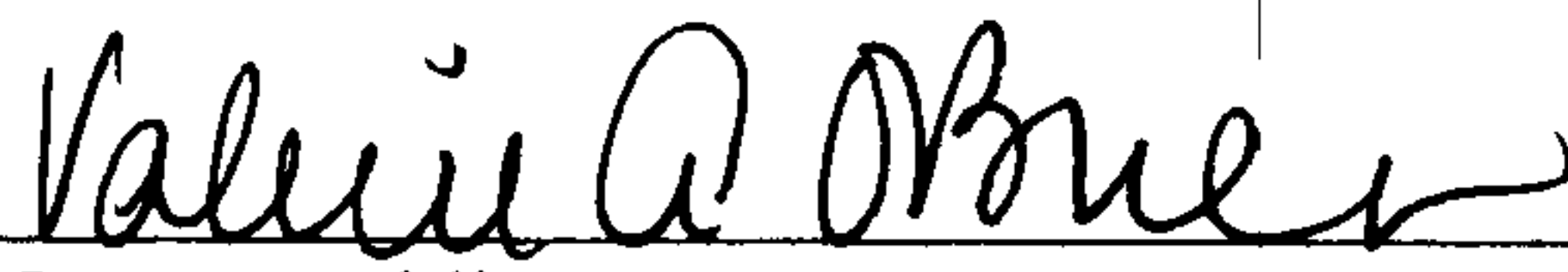
IN WITNESS WHEREOF, I hereby certify to the genuineness of the signature of my attorney, and have signed this power of attorney this 29th day of November, 2015.


JEFFREY K. BRANUM
Principal


STATE OF ALABAMA
COUNTY OF BLOUNT

I, the undersigned authority, a notary public in and for said County and State, hereby certify that JEFFREY K. BRANUM, whose name is signed to the foregoing power of attorney, and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, he executed the same voluntarily on the day the same bears date.

Given under my hand this 29th day of November, A.D. 2015.


Notary Public
My Commission Expires: June 12, 2019

This instrument was prepared by:
McPherson & Sapp, LLC
Attorneys at Law
P. O. Box 1016
Oneonta, Alabama 35121


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Shelby Cnty Judge of Probate, AL
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Alabama Statutes

☐ Alabama Statutes

☐ TITLE 26. INFANTS AND INCOMPETENTS.

☐ CHAPTER 1A. ALABAMA UNIFORM POWER OF ATTORNEY ACT.

☐ ARTICLE 1. GENERAL PROVISIONS.

§ 26-1A-114. Agent's duties.

(a) Notwithstanding provisions in the power of attorney, an agent that has accepted appointment shall:

(1) act in accordance with the principal's reasonable expectations to the extent actually known by the agent and, otherwise, in the principal's best interest;

(2) act in good faith; and

(3) act only within the scope of authority granted in the power of attorney.

(b) Except as otherwise provided in the power of attorney, an agent that has accepted appointment shall:

(1) act loyally for the principal's benefit;

(2) act so as not to create a conflict of interest that impairs the agent's ability to act impartially in the principal's best interest;

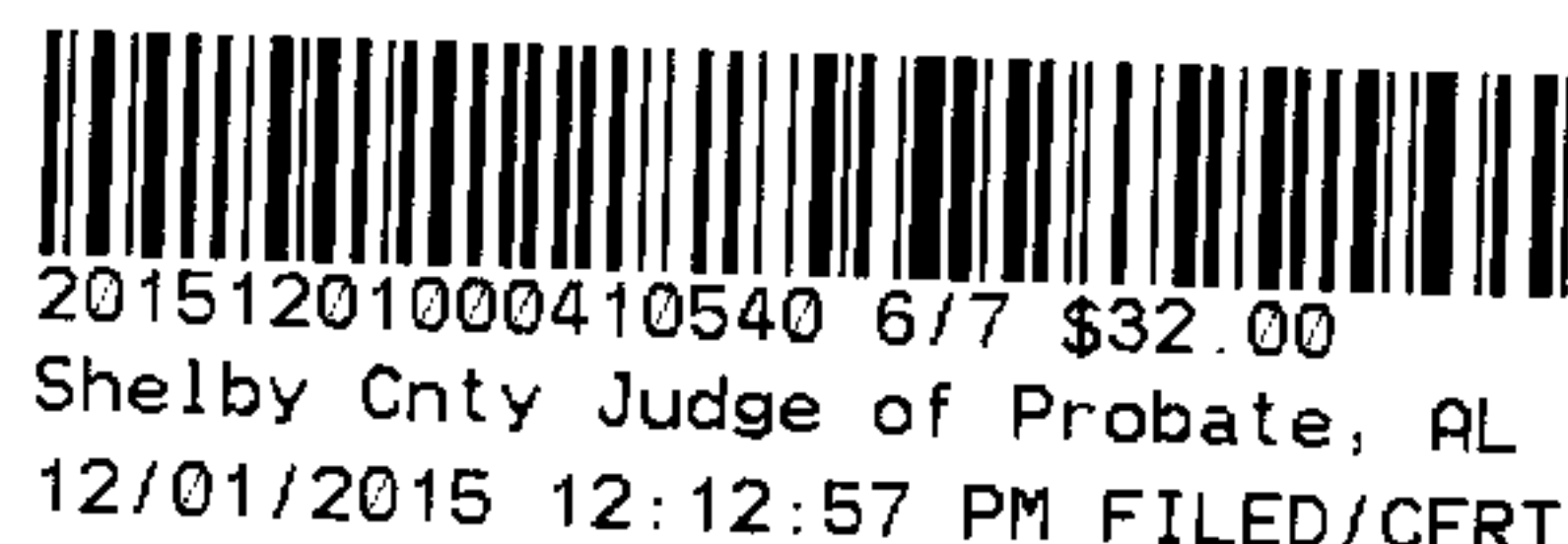
(3) act with the care, competence, and diligence ordinarily exercised by agents in similar circumstances;

(4) keep a record of all receipts, disbursements, and transactions made on behalf of the principal;

(5) cooperate with a person that has authority to make health care decisions for the principal to carry out the principal's reasonable expectations to the extent actually known by the agent and, otherwise, act in the principal's best interest; and

(6) attempt to preserve the principal's estate plan, to the extent actually known by the agent, if preserving the plan is consistent with the principal's best interest based on all relevant factors, including:

(A) the value and nature of the principal's property;



(B) the principal's foreseeable obligations and need for maintenance;

(C) minimization of taxes, including income, estate, inheritance, generation-skipping transfer, and gift taxes; and

(D) eligibility for a benefit, a program, or assistance under a statute or regulation.

(c) An agent that acts in good faith is not liable to any beneficiary of the principal's estate plan for failure to preserve the plan.

(d) An agent that acts with care, competence, and diligence for the best interest of the principal is not liable solely because the agent also benefits from the act or has an individual or conflicting interest in relation to the property or affairs of the principal.

(e) If an agent is selected by the principal because of special skills or expertise possessed by the agent or in reliance on the agent's representation that the agent has special skills or expertise, the special skills or expertise must be considered in determining whether the agent has acted with care, competence, and diligence under the circumstances.

(f) Absent a breach of duty to the principal, an agent is not liable if the value of the principal's property declines.

(g) An agent that exercises authority to delegate to another person the authority granted by the principal or that engages another person on behalf of the principal is not liable for an act, error of judgment, or default of that person if the agent exercises care, competence, and diligence in selecting and monitoring the person.

(h) Except as otherwise provided in the power of attorney, an agent is not required to disclose receipts, disbursements, or transactions conducted on behalf of the principal unless ordered by a court or requested by the principal, a guardian, a conservator, another fiduciary acting for the principal, a governmental agency having authority to protect the welfare of the principal, or, upon the death of the principal, by the personal representative or successor in interest of the principal's estate. If so requested, within 30 days the agent shall comply with the request or provide a writing or other record substantiating why additional time is needed and shall comply with the request within an additional 30 days.

(Act 2011-683, p. 2015, § 1.)

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