


STATE OF ALABAMA)
COUNTY OF SHELBY)


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Shelby Cnty Judge of Probate. AL
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POWER OF ATTORNEY (DURABLE)

KNOW ALL MEN BY THESE PRESENTS, That I, **LOIS ANITA COX FOX**, the undersigned, of 154 Spider Lily Lane, County of Shelby, Maylene, AL 35114 State of Alabama, do hereby make, constitute, and appoint my daughter, **BRENDA GAIL FOX FENLEY**, of Alabaster, County of Shelby, State of Alabama, as my true and lawful Agent and Attorney in Fact (hereinafter "Agent") for me and in my name, place, and stead, and on my behalf, and for my use and benefit. In the event **BRENDA GAIL FOX FENLEY** should die, then in that event, I do hereby make, constitute, and appoint my grandson, **BRENT ROGER FENLEY**, of Columbiana, County of Shelby, State of Alabama, as my true and lawful Successor Attorney in Fact (hereinafter "Agent") for me in my name, place, and stead, and on my behalf, and for my use and benefit. I declare this instrument as and for my Power of Attorney, hereby revoking any and all Powers of Attorney heretofore made by me. **I grant my Agent specific authority to act for me with respect to the following initialed subjects (subject to specific deletions) as defined in the 2012 Alabama Uniform Power of Attorney Act, Chapter 1A, Title 26, Code of Alabama 1975:**

J.A.F. **SECTION 26-1A-204. REAL PROPERTY:**

- (1) demand, purchase, lease, receive, accept as a gift or as security for an extension of credit, or otherwise acquire or reject an interest in real property or a right incident to real property;
- (2) sell; refinance; exchange; convey with or without covenants, representations, or warranties; quitclaim; release; surrender; retain title for security; encumber; partition; consent to partitioning; subject to an easement or covenant; subdivide; apply for zoning or other

governmental permits; plat or consent to platting; develop; grant an option concerning; lease; sublease; contribute to an entity in exchange for an interest in that entity; or otherwise grant or dispose of an interest in real property or a right incident to real property;

(3) pledge or mortgage an interest in real property or right incident to real property as security to borrow money or pay, renew, or extend the time of payment of a debt of the principal or a debt guaranteed by the principal;

(4) release, assign, satisfy, or enforce by litigation or otherwise a mortgage, deed of trust, conditional sale contract, encumbrance, lien, or other claim to real property which exists or is asserted;

(5) manage or conserve an interest in real property or a right incident to real property owned or claimed to be owned by the principal, including:

(A) insuring against liability or casualty or other loss;

(B) obtaining or regaining possession of or protecting the interest or right by litigation or otherwise;

(C) paying, assessing, compromising, or contesting taxes or assessments or applying for and receiving refunds in connection with them; and

(D) purchasing supplies, hiring assistance or labor, and making repairs or alterations to the real property;

(6) use, develop, alter, replace, remove, erect, or install structures or other improvements upon real property in or incident to which the principal has, or claims to have, an interest or right;

(7) participate in a reorganization with respect to real property or an entity that owns an interest in or right incident to real property and receive, and hold, and act with respect to stocks and bonds or other property received in a plan of reorganization, including:

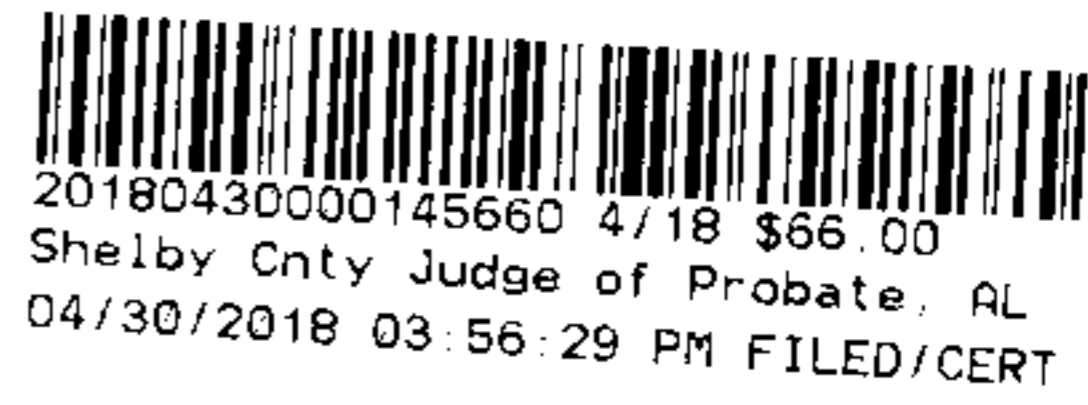


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- (A) selling or otherwise disposing of them;
 - (B) exercising or selling an option, right of conversion, or similar right with respect to them;
 - and
 - (C) exercising any voting rights in person or by proxy;
- (8) **Specifically Deleted;** and
- (9) dedicate to public use, with or without consideration, easements or other real property in which the principal has, or claims to have, an interest.

S. R. F **SECTION 26-1A-205. TANGIBLE PERSONAL PROPERTY:**

- (1) demand, purchase, receive, accept as a gift or as security for an extension of credit, or otherwise acquire or reject ownership or possession of tangible personal property or an interest in tangible personal property;
- (2) sell; refinance; exchange, convey with or without covenants, representations, or warranties; quitclaim; release; surrender; create a security interest in; grant options concerning; lease; sublease; or, otherwise dispose of tangible personal property or an interest in tangible personal property;
- (3) grant a security interest in tangible personal property or an interest in tangible personal property as security to borrow money or pay, renew, or extend the time of payment of a debt of the principal or a debt guaranteed by the principal;
- (4) release, assign, satisfy, or enforce by litigation or otherwise, a security interest, lien, or other claim on behalf of the principal, with respect to tangible personal property or an interest in tangible personal property;
- (5) manage or conserve tangible personal property or an interest in tangible personal property on behalf of the principal, including:



- (A) insuring against liability or casualty or other loss;
- (B) obtaining or regaining possession of or protecting the property or interest, by litigation or otherwise;
- (C) paying, assessing, compromising, or contesting taxes or assessments or applying for and receiving refunds in connection with taxes or assessments;
- (D) moving the property from place to place;
- (E) storing the property for hire or on a gratuitous bailment; and
- (F) using and making repairs, alterations, or improvements to the property.

(6) Specific Deletion.

S.A. 7 **SECTION 26-1A-206. STOCKS AND BONDS.**

- (1) buy, sell, and exchange stocks and bonds;
- (2) establish, continue, modify, or terminate an account with respect to stocks and bonds;
- (3) pledge stocks and bonds as security to borrow, pay, renew, or extend the time of payment of a debt of the principal;
- (4) receive certificates and other evidences of ownership with respect to stocks and bonds; and
- (5) exercise voting rights with respect to stocks and bonds in person or by proxy, enter into voting trusts, and consent to limitations on the right to vote.

S.A. 7 **SECTION 26-1A-207. COMMODITIES AND OPTIONS.**

- (1) buy, sell, exchange, assign, settle, and exercise commodity futures contracts and call or put options on stocks or stock indexes traded on a regulated option exchange; and
- (2) establish, continue, modify, and terminate option accounts.

S.A. F **SECTION 26-1A-208. BANKS AND OTHER FINANCIAL INSTITUTIONS:**

- (1) continue, modify, and terminate an account of other banking arrangement made by or on behalf of the principal;
- (2) establish, modify, and terminate an account or other banking arrangement with a bank, trust company, savings and loan association, credit union, thrift company, brokerage firm, or other financial institution selected by the agent;
- (3) contract for services available from a financial institution, including renting a safe deposit box or space in a vault;
- (4) withdraw, by check, order, electronic funds transfer, or otherwise, money or property of the principal deposited with or left in the custody of a financial institution;
- (5) receive statements of account, vouchers, notices, and similar documents from a financial institution and act with respect to them;
- (6) enter a safe deposit box or vault and withdraw or add to the contents;
- (7) borrow money and pledge as security personal property of the principal necessary to borrow money or pay, renew, or extend the time of payment of a debt of the principal or a debt guaranteed by the principal;
- (8) make, assign, draw, endorse, discount, guarantee, and negotiate promissory notes, checks, drafts, and other negotiable or nonnegotiable paper of the principal or payable to the principal or the principal's order, transfer money, receive the cash or other proceeds of those transactions, and accept a draft drawn by a person upon the principal and pay it when due;
- (9) receive for the principal and act upon a sight draft, warehouse receipt, or other document of title whether tangible or electronic, or other negotiable or nonnegotiable instrument;

- (10) apply for, receive, and use letters of credit, credit and debit cards, electronic transaction authorizations, and traveler's checks from a financial institution and give an indemnity or other agreement in connection with letters of credit; and
- (11) consent to an extension of the time of payment with respect to commercial paper or a financial transaction with a financial institution.

L.A. 7 **SECTION 26-1A-209. OPERATION OF ENTITY OR BUSINESS:**

(Subject to the terms of a document or an agreement governing an entity or an entity ownership interest.)

- (1) operate, buy, sell, enlarge, reduce, or terminate an ownership interest;
- (2) perform a duty or discharge a liability and exercise in person or by proxy a right, power, privilege, or option that the principal has, may have, or claims to have;
- (3) enforce the terms of an ownership agreement;
- (4) initiate, participate in, submit to alternative dispute resolution, settle, oppose, or propose or accept a compromise with respect to litigation to which the principal is a party because of an ownership interest;
- (5) exercise in person or by proxy, or enforce by litigation or otherwise, a right, power, privilege, or option the principal has or claims to have as the holder of stocks and bonds;
- (6) initiate, participate in, submit to alternative dispute resolution, settle, oppose, or propose or accept a compromise with respect to litigation to which the principal is a party concerning stocks and bonds;
- (7) with respect to an entity or business owned solely by the principal:

(A) continue, modify, renegotiate, extend, and terminate a contract made by or on behalf of the principal with respect to the entity or business before execution of the power or attorney;

(B) determine:

- (i) the location of its operation;
- (ii) the nature and extent of its business;
- (iii) the methods of manufacturing, selling, merchandising, financing, accounting, and advertising employed in its operation;
- (iv) the amount and types of insurance carried; and
- (v) the mode of engaging, compensating, and dealing with its employees and accountants, attorneys, or other advisors;

(C) change the name or form of organization under which the entity or business is operated and enter into an ownership agreement with other persons to take over all or part of the operation of the entity or business; and

(D) demand and receive money due or claimed by the principal or on the principal's behalf in the operation of the entity or business and control and disburse the money in the operation of the entity or business;

(8) put additional capital into an entity or business in which the principal has an interest;

(9) join in a plan of reorganization, consolidation, conversion, domestication, or merger of the entity or business;

(10) sell or liquidate all or part of an entity or business;

(11) establish the value of an entity or business under a buy-out agreement to which the principal is a party;

- (12) prepare, sign, file, and deliver reports, compilations of information, returns, or other papers with respect to an entity or business and make related payments; and
- (13) pay, compromise, or contest taxes, assessments, fines, or penalties and perform any other act to protect the principal from illegal or unnecessary taxation, assessments, fines, or penalties, with respect to an entity or business, including attempts to recover, in any manner permitted by law, money aid before or after the execution of the power of attorney.

S.A. 7 **SECTION 26-1A-210. INSURANCE AND ANNUITIES:**

- (1) continue, pay the premium or make a contribution on, modify, exchange, rescind, release, or terminate a contract procured by or on behalf of the principal which insures or provides an annuity to either the principal or another person, whether or not the principal is a beneficiary under the contract;
- (2) procure new, different, and additional contracts of insurance and annuities for the principal and the principal's spouse, children, and other dependents, and select the amount, type of insurance or annuity, and mode of payment;
- (3) pay the premium or make a contribution on, modify, exchange, rescind, release, or terminate a contract of insurance or annuity procured by the agent;
- (4) apply for and receive a loan secured by a contract of insurance or annuity;
- (5) surrender and receive the cash surrender value on a contract of insurance or annuity;
- (6) exercise an election;
- (7) exercise investment powers available under a contract of insurance or annuity;
- (8) change the manner of paying premiums on a contract of insurance or annuity;
- (9) change or convert the type of insurance or annuity with respect to which the principal has or claims to have authority described in this Section;

- (10) apply for and procure a benefit or assistance under a statute or regulation to guarantee or pay premiums of a contract of insurance on the life of the principal;
- (11) collect, sell, assign, hypothecate, borrow against, or pledge the interest of the principal in a contract of insurance or annuity;
- (12) select the form and timing of the payment of proceeds from a contract of insurance or annuity; and
- (13) 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.

S.A. F **SECTION 26-1A-211. ESTATES, TRUSTS, AND OTHER BENEFICIAL INTERESTS:**

(in this Section, "estates, trusts, and other beneficial interests" means a trust, probate estate, guardianship, conservatorship, escrow, or custodianship or a fund from which the principal is, may become, or claims to be, entitled to a share or payment.)

- (1) accept, receive, receipt for, sell, assign, pledge, or exchange a share in or payment from the fund;
- (2) demand or obtain money or another thing or value to which the principal is, may become, or claims to be, entitled by reason of the fund, by litigation or otherwise;
- (3) exercise for the benefit of the principal a presently exercisable general power of appointment held by the principal;
- (4) initiate, participate in, submit to alternative dispute resolution, settle, oppose, or propose or accept a compromise with respect to litigation to ascertain the meaning, validity, or effect of

a deed, will, declaration of trust, or other instrument or transaction affecting the interest of the principal;

- (5) initiate, participate in, submit to alternative dispute resolution, settle, oppose, or propose or accept a compromise with respect to litigation to remove, substitute, or surcharge a fiduciary;
- (6) conserve, invest, disburse, or use anything received for an unauthorized purpose;
- (7) transfer an interest of the principal in real property, stocks and bonds, accounts with financial institutions or securities intermediaries, insurance, annuities, and other property to the trustee of a revocable trust created by the principal as settlor; and
- (8) reject, renounce, disclaim, release, or consent to a reduction in or modification of a share in or payment from the fund.

S. 4. 7 **SECTION 26-1A-212. CLAIMS AND LITIGATION.**

- (1) assert and maintain before a court or administrative agency a claim, claim for relief, cause of action, counterclaim, offset, recoupment, or defense, including an action to recover property or other thing of value, recover damages sustained by the principal, eliminate or modify tax liability, or seek an injunction, specific performance, or other relief;
- (2) bring an action to determine adverse claims or intervene or otherwise participate in litigation;
- (3) seek an attachment, garnishment, order of arrest, or other preliminary, provisional, or intermediate relief and use an available procedure to effect or satisfy a judgment, order, or decree;
- (4) make or accept a tender, offer of judgment, or admission of facts, submit a controversy on an agreed statement of facts, consent to examination, and bind the principal in litigation;
- (5) submit to alternative dispute resolution, settle, and propose or accept a compromise;

- (6) waive the issuance and service of process upon the principal, accept service of process, appear for the principal, designate persons upon which process directed to the principal may be served, execute and file or deliver stipulations on the principal's 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, 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;
- (7) act for the principal with respect to bankruptcy or insolvency, whether voluntary or involuntary, concerning the principal or some other person, or with respect to a reorganization, receivership, or application for the appointment of a receiver or trustee which affects an interest of the principal in property or other thing of value;
- (8) pay a judgment, award, or order against the principal or a settlement made in connection with a claim or litigation; and
- (9) receive money or other thing of value paid in settlement of or as proceeds of a claim or litigation.

S.A. 7 **SECTION 26-1A-213. PERSONAL AND FAMILY MAINTENANCE:**

- (1) perform the acts necessary to maintain the customary standard of living of the principal, the principal's spouse, and the following individuals, whether living when the power of attorney is executed or later born:
 - (A) the principal's children'
 - (B) other individuals legally entitled to be supported by the principal; and
 - (C) the individuals whom the principal has customarily supported or indicated the intent to support;

- (2) make periodic payments of child support and other family maintenance required by a court or governmental agency or an agreement to which the principal is a party;
- (3) provide living quarters for the individuals described in paragraph (1) by:
 - (A) purchase, lease, or other contract; or
 - (B) paying the operating costs, including interest, amortization payments, repairs, improvements, and taxes, for premises owned by the principal or occupied by those individuals;
- (4) provide normal domestic help, usual vacations and travel expenses, and funds for shelter, clothing, food, appropriate educations, including post-secondary and vocational education, and other current living costs for the individuals described in paragraph (1);
- (5) pay expenses for necessary health care and custodial care on behalf of the individuals described in paragraph (1);
- (6) act as the principal's personal representative pursuant to the Health Insurance Portability and Accountability Act, Sections 1171 through 1179 of the Social Security Act, 42 U.S.C. Section 1320d, as amended, and applicable regulations, in making decision related to the past, present, or future payment for the provision of health care consented to by the principal or anyone authorized under the law of this state to consent to health care on behalf of the principal;
- (7) continue any provision made by the principal for automobiles or other means of transportation, including registering, licensing, insuring, and replacing them, for the individuals described in paragraph (1);
- (8) maintain credit and debit accounts for the convenience of the individuals described in paragraph (1) and open new accounts; and



- (9) continue payments incidental to the membership or affiliation of the principal in a religious institution, club, society, order, or other organization or to continue contributions to those organizations.

J.A.F. **SECTION 26-1A-214. BENEFITS FROM GOVERNMENTAL PROGRAMS OR CIVIL OR MILITARY SERVICE:**

(In this Section, "benefits from governmental programs or civil or military service" means any benefit, program, or assistance provided under a statute or regulation including, but not limited to, Social Security, Medicare, and Medicaid.)

- (1) execute vouchers in the name of the principal for allowances and reimbursements payable by the United States or a foreign government or by a state or subdivision of a state to the principal, including allowances and reimbursements for transportation of the individuals described in Section 26-1A-213(a)(1), and for shipment of their household effects;
- (2) take possession and order the removal and shipment of property of the principal 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;
- (3) enroll in, apply for, select reject, change, amend, or discontinue, on the principal's behalf, a benefit or program;
- (4) prepare, file, and maintain a claim of the principal for a benefit or assistance, financial or otherwise, to which the principal may be entitled under a statute or regulation;

- (5) initiate, participate in, submit to alternative dispute resolution, settle, oppose, or propose or accept a compromise with respect to litigation concerning any benefit or assistance the principal may be entitled to receive under a statute or regulation; and
- (6) receive the financial proceeds of a claim described in paragraph (4) and conserve, invest, disburse, or use for a lawful purpose anything so received.

J.A. F **SECTION 26-1A-215. RETIREMENT PLANS:**

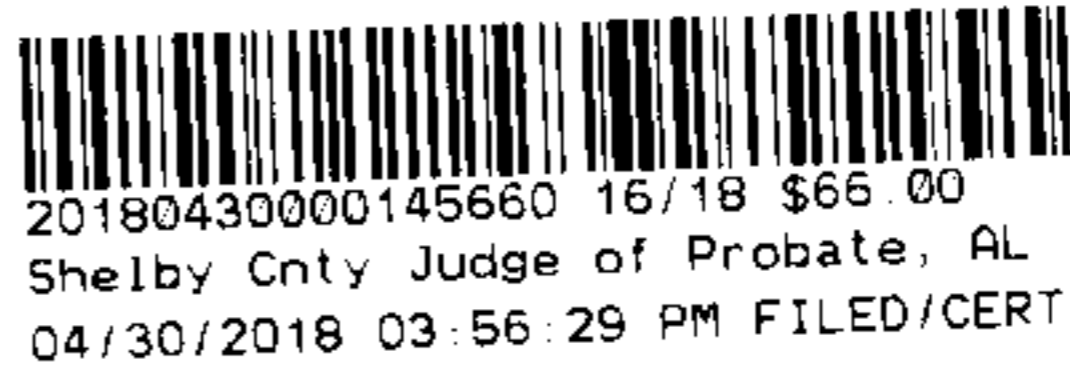
(In this Section, "retirement plan" means a plan or account created by an employer, the principal, or another individual to provide retirement benefits or deferred compensation of which the principal is a participant, beneficiary, or owner, including a plan or account under the following sections of the Internal Revenue Code: (1) an individual retirement account under Internal Revenue Code Section 408, 26 U.S.C. Section 408, as amended; (2) a Roth individual retirement account under Internal Revenue Code Section 408A, 26 U.S.C. Section 408A, as amended; (3) a deemed individual retirement account under Internal Revenue Code Section 408(q), 26 U.S.C. Section 408(q), as amended; (4) an annuity or mutual fund custodial account under Internal Revenue Code Section 403(b), 26 U.S.C. Section 403(b), as amended; (5) a pension, profit-sharing, stock bonus, or other retirement plan qualified under Internal Revenue Code Section 401(a), 26 U.S.C. Section 401(a), as amended; (6) a plan under Internal Revenue Code Section 457(b), 26 U.S.C. Section 457(b), as amended; and (7) a non-qualified deferred compensation plan under Internal Revenue Code Section 409 A, 26 U.S.C. Section 409A, as amended.)

- (1) select the form and timing of payments under a retirement plan and withdraw benefits from a plan;

- (2) make a rollover, including a direct trustee-to-trustee rollover, of benefits from one retirement plan to another;
- (3) establish a retirement plan in the principal's name;
- (4) (4) make contributions to a retirement plan;
- (5) exercise investment powers available under a retirement plan; and
- (6) borrow from, sell assets to, or purchase assets from a retirement plan.

S.A.F. **SECTION 26-1A-216. TAXES:**

- (1) prepare, sign, and file federal, state, local, and foreign income, gift, payroll, property, Federal Insurance Contributions Act, 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, 26 U.S.C. Section 2032A, as amended, 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 the following 25 tax years;
- (2) pay taxes due, collect refunds, post bonds, receive confidential information, and contest deficiencies determined by the Internal Revenue Service or other taxing authority;
- (3) exercise any election available to the principal under federal, state, local, or foreign tax law; and
- (4) act for the principal in all tax matters for all periods before the Internal Revenue Service, or other taxing authority.



L.A. F **HEALTHCARE:**

I grant to said Agent the authority to make all lawful hospital and health care decisions for me, including care requiring HIPAA authorization, and to request, review, and receive any information, oral or written, regarding the principal's physical or mental health, including medical records, treatment records, diagnostic records, execute a release or other document required to obtain the information, and consent to the disclosure of the information.

L.A. F **LIMITATIONS ON AGENT'S AUTHORITY:**

- (1) An Agent that is not my spouse MAY NOT use my property to benefit the agent or a person to whom the agent owes an obligation of support unless I have included that authority in the Special Instructions.
- (2) 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 or appointment" by my Agent as defined in 26 U.S.C. Section 2041 and 26 U.S.C. Section 2514 of the Internal Revenue Service Code of 1986, as amended.
- (3) 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 Trustee.

L.A. F **SPECIAL INSTRUCTIONS:**

This Power of Attorney is subject to specific deletions noted in the body of this document.

L.A.F. **RELIANCE ON THIS POWER OF ATTORNEY:**

- (1) Any person, including my Agent, may rely upon the validity of this Power of Attorney or a copy of it unless that person has independent knowledge that it has been terminated.
- (2) I grant to said Agent full power and authority to do, take, and perform all and every act and thing whatsoever requisite, proper or necessary to be done, in the exercise of any of the rights and powers herein granted, as fully to all intents and purposes as I might or could do if personally present, with full power of substitution or revocation, hereby ratifying and confirming all that said Agent, or his/her successor, shall lawfully do or cause to be done by virtue of this power of attorney and the rights and powers herein granted.
- (3) This power of attorney shall not be affected by disability, incompetency, or incapacity of the principal.

The rights, powers, and authority of said Agent herein granted shall commence and be in full force and effect on 12-11-13, and such rights, powers, and authority shall remain in full force and effect thereafter until terminated in writing by the principal or a person acting at the direction of the principal or being obliterated, burnt, torn, or otherwise destroyed or defaced in a manner indicating intention to cancel or by verbal expression of intent to revoke made in the presence of a witness 19 years of age or older who signs and dates a writing confirming my expression to revoke.

DATED: 12-11-13


Lois Anita Cox Fox
LOIS ANITA COX FOX

STATE OF ALABAMA)
SHELBY COUNTY)

I, the undersigned authority, a Notary Public in and for said County, in said State, hereby certify that LOIS ANITA COX FOX, whose name is signed to the foregoing Power of Attorney


(DURABLE), and who is known to me, acknowledged before me on this day, that, being informed of the contents of the Power of Attorney (DURABLE), she executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 11 day of December 2013.


NOTARY PUBLIC
My Commission Expires: 10-5-17

This Instrument Prepared By:

Kellie Avery-Tubb
Attorney at Law
III Riverchase Office Plaza
Suite 102
Hoover, Alabama 35244


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