

**DURABLE POWER OF ATTORNEY  
OF  
KELLY R. CONATY**

**ARTICLE I**

**INTRODUCTION**

**Introductory Provision.** I, **KELLY R. CONATY**, as principal (the "Principal") have this day appointed **PATRICIA A. CONATY** to serve as my agent ("Agent") and to exercise the powers and discretions set forth below. In addition, to provide for succession in the event that my Agent cannot serve or continue to serve, I appoint the following persons to serve as consecutive alternates to my Agent named above and who shall serve in the order specified below:

First Alternate  
Second Alternate

**OLIVIA GRACE CONATY EAVES**  
**JAY T. CONATY**

If any Alternate Agent shall be unable or unwilling or unavailable to serve or to continue to serve as my Agent, the next Alternate Agent named above shall serve as my Agent.

**Statement of Intent to Create Durable Power of Attorney Under State Statute.** By this instrument I intend to create a Durable Power of Attorney under Alabama law and hereby revoke all powers of attorney heretofore made by me.

**Agent Authorization.** All persons named as Agents or Alternate Agents herein, who have succeeded to the office of Agent, are granted the powers and discretions described in the following provisions.

**Delegation of All Powers Lawful to Delegate.** I herewith delegate to my Agent each and every power that I may lawfully delegate, subject only to those limitations specifically set forth in this instrument.

**ARTICLE II**

**ASSET POWERS**

**Introduction.** My Agent is authorized in my Agent's sole and absolute discretion from time to time and at any time, with respect to any and all of my property and interests in property, real, personal, intangible and mixed, as follows:

(1) **Power to Sell.** My Agent is authorized to sell any and every kind of property that I may own now or hereafter acquire, real, personal, intangible and/or mixed, on such terms and conditions and security as my Agent shall deem appropriate and to grant options with respect to sales thereof.

(2) **Power to Buy.** My Agent is authorized to buy every kind of property, real, personal, intangible and/or mixed, on such terms and conditions as my Agent shall deem appropriate.

(3) **Power to Invest.** My Agent is authorized to invest and reinvest all or any part of my property in any property or interests, including undivided interests, in property, real, personal, intangible and/or mixed, wherever located.

(4) **Power to Manage Real Property.** With respect to real property, including but not limited to any real property I may hereafter acquire or receive and my personal residence, my Agent is authorized to lease, sublease, release; to eject and remove tenants or other persons. My Agent is authorized to mortgage and/or convey by deed of trust or otherwise encumber any real property now or hereafter owned by me, whether acquired by me or for me by my Agent.

(5) **Power to Manage Personal Property.** With respect to personal property, my Agent is authorized to buy, collect, receive, manage, lease, protect, insure, alter, improve, mortgage, pledge, sell or transfer any such personal property, whether owned currently or hereinafter acquired by me.

(6) **Power to Manage Digital Property.** My Agent shall have (i) the power to access, use and control my digital devices, including but not limited to, desktops, laptops, tablets, peripherals, storage devices, mobile telephones, smartphones, and any similar device which currently exists or exists in the future as technology develops for the purpose of accessing, modifying, deleting, controlling or transferring my digital assets; and (ii) the power to access, modify, delete, control and transfer my digital assets, including but not limited to, any email accounts, digital music, digital photographs, digital videos, software licenses, social network accounts, file sharing accounts, financial accounts, domain registrations, web hosting accounts, tax preparation service accounts, online stores, affiliate programs, other online programs, including frequent flyer and other bonus programs, and similar digital items which currently exist or exist in the future as technology develops.

(7) **Power to Operate Businesses.** My Agent is authorized to continue the operation of any business, corporation, partnership, limited liability company, proprietorship, or other entity owned by me, including all things relating to the management, operation, financing, and sale of any such business.

(8) **Power to Exercise Rights in Securities.** My Agent is authorized to exercise all rights with respect to corporate securities which I now own or may hereafter acquire.

(9) **Power to Demand and Receive.** My Agent is authorized to demand, arbitrate, settle, sue for, collect, receive, deposit, expend for my benefit, reinvest or make such other appropriate disposition of as my Agent deems appropriate, all cash, rights to the payment of cash, property, real, personal, intangible and/or mixed, debts, dues rights, accounts, legacies, bequests, devises, dividends, annuities, rights and/or benefits to which I am now or may in the future become entitled.



(10) **Power to Exercise Elective Share Rights.** My Agent is authorized to elect to take against any will and conveyances of my deceased spouse and/or any other person, if appropriate, and to retain any property which I have the right to elect to retain, as my Agent deems appropriate.

(11) **Power With Respect to Employment Benefits.** My Agent is authorized to create and contribute to an employee benefit plan for my benefit; to elect my retirement; to select any payment option; to make voluntary contributions; to make "roll-overs" of plan benefits into other retirement plans; to apply for and receive payments and benefits; to waive rights given to non-employee spouses under state or federal law; to borrow money and purchase assets from such plans; to make and change beneficiary designations; and to consent and/or waive consent in connection with the designation of beneficiaries.

(12) **Power With Respect to Bank Accounts.** My Agent is authorized to establish accounts of all kinds, including checking and savings, for me with financial institutions of any kind, including but not limited to banks and thrift institutions; to make deposits to and write checks on or make withdrawals from and grant security interests in all accounts in my name or with respect to which I am authorized signatory; to negotiate, endorse or transfer any checks or other instruments with respect to any such accounts; and to contract for any services rendered by any bank or financial institution.

(13) **Power With Respect to Safe-Deposit Boxes.** My Agent is authorized to contract with any institution for the maintenance of a safe-deposit box; to have access to all safe-deposit boxes in my name or with respect to which I am a signatory; to add to and remove from the contents of any such safe deposit box; and to terminate box leases.

(14) **Power With Respect to Legal and Other Actions.** My Agent is authorized to institute, supervise, prosecute, defend, intervene in, abandon, compromise, arbitrate, settle, dismiss, and appeal from any and all legal, equitable, judicial or administrative hearings, actions, suits, proceedings, attachments, arrests or distresses, involving me in any way.

(15) **Power to Manage Membership Plans and Accounts.** My Agent is authorized to open, manage, use, transfer, gift, and close on my behalf membership plans and accounts (including all digital accounts).

(16) **Power to Borrow Money.** My Agent is authorized to borrow money from any lender for my account on such terms and conditions and security as my Agent shall deem appropriate; and to borrow money on any life insurance policies owned by me on my life.

(17) **Power Regarding Trusts for the Principal.** My Agent is authorized to create, amend, revoke or terminate any *inter vivos* trust on my behalf. This power shall specifically include the power to create both revocable and irrevocable trusts, including the power to enter into a "pooled income" trust agreement (such as the Alabama Family Trust) on my behalf. Any such action must be consistent with the overall structure of my estate plan.

(18) **Power to Fund Trusts Created by the Principal.** My Agent is authorized to transfer from time to time and at any time to the trustee or trustees of any trust agreement created by me before or after the execution of this instrument or any trust agreement that is for my benefit (including any "pooled income" trust agreement), any and all of my cash, real or personal property of all kinds, or interests in property.

(19) **Power to Withdraw Funds From Trusts.** My Agent is authorized to request, withdraw, and/or receive the income or corpus of any trust over which I may have a right of withdrawal and to exercise or let lapse any power of withdrawal.

(20) **Power to Renounce and Resign From Fiduciary Positions.** My Agent is authorized to renounce any fiduciary position to which I have been or may be appointed or elected, and any office or position to which I have been or may be elected or appointed; to resign any such positions; to file an accounting with a court of competent jurisdiction or settle on an informal method as my Agent shall deem appropriate.

(21) **Power to Act as Fiduciary.** My Agent is authorized to exercise any fiduciary powers that I have the right to delegate to a third party.

(22) **Power to Disclaim, Renounce, Release, or Abandon Property Interests.** My Agent is authorized to renounce, disclaim, release, or abandon any property or interest in property or powers to which for any reason and by any means I may become entitled, whether by gift, testate or intestate succession, including the right to alter, amend, revoke, or terminate, and to exercise any right to claim an elective share in any estate or under any will.

(23) **Power With Respect to Insurance.** My Agent is authorized to purchase, maintain, surrender, collect, or cancel life insurance or annuities, hospital insurance, medical insurance, Medicare supplement insurance, custodial care insurance, and disability income insurance for me or any of my dependents, and liability insurance on assets of mine against loss or damage.

(24) **Power With Respect to Taxes.** My Agent is authorized to represent me in all tax matters; to prepare, sign, and file federal, state, and/or local income, gift and other tax returns of all kinds, and any power of attorney form appointing an agent required by the Internal Revenue Service and/or any state and/or local taxing authority.

(25) **Power to Oversee Qualified State Tuition Plans.** My Agent is authorized to create, fund, modify, and terminate one or more qualified state tuition plans created under section 529 of the Internal Revenue Code.

(26) **Power to Make Gifts.** My Agent is authorized to make gifts or other transfers without consideration either outright or in trust (including the forgiveness of indebtedness and the completion of any charitable pledges I may have made) to such person or organization as my Agent shall select; to consent to the splitting of gifts under Section 2513 of the Internal Revenue Code; to pay any gift tax that may arise by reason of such gift.



(27) **Power to Provide Support to Others.** My Agent is authorized to support and/or continue to support any person whom I have undertaken to support or to whom I may owe an obligation of support, in the same manner and in accordance with the same standard of living as I may have provided in the past; provided, however, that if at any time that my Agent shall act under this clause I am legally separated or divorced from my spouse, any support provided to such spouse by my Agent shall be limited to such support as may be required by law.

(28) **Power to Make Loans.** My Agent is authorized to lend, renew or extend money and property at such interest rate, if any, and on such terms and conditions, and with such security, if any, as my Agent may deem appropriate.

(29) **Power to Change Beneficiaries.** My Agent is authorized to change the beneficiaries on any insurance policies on my life, and neither such right and power, nor any other rights and powers, shall be exercisable with respect to any policies of life insurance on the life of my said Agent herein named, which may at any time be owned by me. My Agent is also authorized to change the beneficiaries on any retirement assets I may own, including, but not limited to: IRAs, 401Ks, 403bs and pension plans. Notwithstanding any contrary provision herein, any such changes must be consistent with the overall structure of my estate plan.

(30) **Power to Change Rights of Survivorship.** My Agent is authorized to change the rights of survivorship for any asset in which I have an ownership interest and a right to change the survivorship rules. Notwithstanding any contrary provision herein, any such changes must be consistent with the overall structure of my estate plan.

(31) **Power to Delegate Authority Granted.** My Agent is authorized to delegate any authority granted to my said Agent under this power of attorney.

(32) **Governmental Entitlement Powers.** My Agent is authorized to deal with any and all state or federal agencies from whom I receive or am entitled to receive governmental benefits of any description or amount in order to: (i) prepare and file all documents required by such agencies; (ii) apply for any benefits to which I may be entitled; (iii) modify the amounts or terms of such entitlements; (iv) assert my rights against any curtailment or termination of benefits; or (v) appeal or compromise any contested claim.

(33) **Reverse Mortgage Powers.** My Agent is authorized to negotiate, obtain and close a reverse mortgage for me and in my name to be secured by any residential real estate I own; to execute and deliver all documents in connection with such reverse mortgage; to execute an end term plan for the ultimate disposition of my said residence; and to take any other action(s) necessary for the purpose, in order to satisfy the terms and conditions of the reverse mortgage loan.

### ARTICLE III

#### CARE AND CONTROL OF THE PERSON

**Introduction.** My Agent is authorized in my Agent's sole and absolute discretion from time to time and at any time, with respect to the control and management of my person, as follows:

(1) **Power to Provide for Principal's Support.** My Agent is authorized to do all acts necessary for maintaining my customary standard of living, to provide a place of residence, to provide normal domestic help, and to provide clothing, transportation, medicine, food, health care, custodial care, and incidentals, as my Agent shall deem appropriate.

(2) **Power to Provide for Personal Care.** My Agent may make all decisions related to my personal care, including but not limited to, providing for my food and clothing, transportation, recreation, entertainment, and other activities of daily life.

(3) **Power to Make Advance Funeral Arrangements.** To make advance arrangements for my funeral and burial, including the purchase of a burial plot and marker, and such other related arrangements as my Agent shall deem appropriate; if I have not previously done so myself.

(4) **Power to Change Domicile.** My Agent is authorized to establish a new residency or domicile for me, as my Agent shall deem appropriate.

(5) **Designation of Agent as HIPAA Personal Representative.** This Durable Power of Attorney authorizes my Agent to act on my behalf pertaining to me and my property. Some of these decisions also deal with decisions that relate to my health and health care matters. I therefore grant and confirm that my Agent also shall be treated as a "personal representative" under the Health Insurance Portability and Accountability Act of 1996 and its regulations (including 45 C.F.R. § 164.502(g)(2)) for all purposes relating to my "protected health information." My Agent is authorized to request and receive all "protected health information" and all other types of my medical records and information from my doctors, hospitals, and any other medical facility or provider.

### ARTICLE IV

#### INCIDENTAL POWERS

In connection with the exercise of the powers herein described, my Agent is fully authorized and empowered to perform any acts and things and to execute and deliver any documents, instruments, affidavits, certificates and papers necessary or appropriate to such exercise or exercises.

(1) **Resort to Courts.** My Agent is authorized to seek on my behalf and at my expense a declaratory judgment, mandatory injunction, or suit for damages from any court of competent jurisdiction.



(2) **Hire and Fire any Personnel.** My Agent is Authorized to employ, compensate, and discharge such domestic, health care, and professional personnel including lawyers, accountants, doctors, nurses, brokers, financial consultants, advisors, consultants, companions, servants, and employees as my Agent deems appropriate.

(3) **Sign Documents and Incur Costs in Implementing the Agent's Instructions.** My Agent is authorized to sign, execute, endorse, seal, acknowledge, deliver, and file or record instruments and documents appropriate to effectuate the powers delegated herein; to incur costs on my behalf and to promptly pay such costs, and to expend my funds and to liquidate my property or to borrow money to produce such funds needed.

(4) **Power to Do Miscellaneous Acts.** My Agent is authorized to open, read, respond to, and redirect my mail or electronic transmissions; to represent me before the U.S. Postal Service; to establish, cancel, continue, or initiate my membership in organizations and associations; to take and give or deny custody of all of my important documents; to execute documents on my behalf; and to house or provide for housing, support, and maintenance of any animals that I may own or to transfer such animals to some person or persons willing to care for them.

## ARTICLE V

### THIRD PARTY RELIANCE

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

## ARTICLE VI

### DURABILITY PROVISION

**Immediate Power.** This power of attorney shall not be affected by my subsequent disability or incapacity, or lapse of time.

## ARTICLE VII

### GUARDIANSHIP

**Appointment of Guardian for Children.** If my spouse and I are incapable of caring for any minor or incapacitated child or children of ours, then I hereby nominate, constitute and appoint **OLIVIA GRACE CONATY EAVES** as guardian of the person and the property of such minor or incapacitated child or children and to the extent allowed by law direct that such guardian shall serve without bond.

## ARTICLE VIII

### ADMINISTRATIVE PROVISIONS

**Introduction.** The following provisions shall apply:

(1) **Reimbursement of Expenses but No Compensation for Agent.** My Agent shall not be entitled to compensation for services rendered hereunder but shall be entitled to reimbursement for all reasonable costs and expenses, including reasonable attorney's fees, actually incurred and paid by my Agent on my behalf at any time under any provision of this instrument.

(2) **Agent Accountability.** Unless requested by my family or a court, my Agent shall not be required to, but may, prepare, distribute, and, if appropriate, file with an appropriate court an annual accounting.

(3) **Nomination of Agent as Conservator and Guardian for Principal.** To the extent that I am permitted by law to do so, I herewith nominate and appoint my Agent to serve as my guardian, conservator and/or in any similar representative capacity, if such an appointment is necessary.

(4) **Divorce.** If my Agent is my spouse, and my spouse and I, or either of us, commence negotiations or court action for legal separation, divorce or annulment, I direct that my spouse shall be deemed to have resigned as my Agent and my successor Agent shall become my Agent for all purposes set forth in this instrument; provided, however, if there shall be no other successor Agent, or the successor Agent is my spouse, this instrument shall be terminated for all purposes.

(5) **Waiver of Acts of Omission and Commission.** My Agent (and my Agent's estate and Personal Representative), acting in good faith, are hereby released and forever discharged from any and all civil liability and from all claims or demands of all kinds whatsoever by me or my estate and Personal Representative arising out of the acts or omissions of my Agent, except for willful misconduct or gross negligence. Whenever co-Agents are serving hereunder, an Agent is not liable for the actions of another agent unless the Agent participates in or conceals the breach of fiduciary duty committed by that other Agent.

(6) **Waiver of Duty to Produce Income, Authority for Transactions between Agent as Agent and Agent as Individual and Eligibility of Agent to Serve in Other Fiduciary Capacities for Principal.** My Agent shall have no responsibility to make my property productive of income, to increase the value of my estate or to diversify my investments. My Agent shall have no liability for entering into transactions authorized by this instrument with my Agent in my Agent's individual capacity as long as my Agent believes in good faith that such transactions are in my best interests or the best interests of my estate and those persons interested in my estate. My Agent shall be eligible to serve in all other fiduciary capacities, for me or my benefit (but not in my place where I may serve as a fiduciary for others), including but not limited to serving as Trustee, Guardian, Conservator, Committee, Personal Representatives.



(7) **No Duty to Monitor Health.** My Agent shall have no responsibility to monitor on any regular basis the state of my physical health or mental capacity to determine if any actions need be taken under this instrument.

(8) **Severability.** If any part of any provision of this instrument shall be invalid or unenforceable under applicable law, such part shall be ineffective to the extent of such invalidity only, without in any way affecting the remaining parts of such provision or the remaining provisions of this instrument.

(9) **This Instrument Unaffected by Lapse of Time.** This power of attorney shall be legally unaffected by reason of lapse of time or staleness.

(10) **Agent Authorized to Sign Power of Attorney Forms.** In carrying out the authorizations set forth in this instrument, if in the sole opinion of my Agent it is necessary or convenient for my agent to sign my name, as principal, on forms of powers of attorney (the "Forms") required by governmental agencies, corporations or other entities in transactions with me, my agent is authorized to execute such Forms, and to appoint an agent or other person on the Forms to represent.

(11) **Agent Authorized to Employ Principal's Attorney.** The Principal requests and authorizes the Agent to employ the attorney who prepared this power of attorney or other attorneys employed by the Principal in connection with the Principal's estate plan and business matters and hereby (a) waives any and all conflicts of interest that might arise through such employment, (b) authorizes all such attorneys to make full disclosure of the Principal's estate plan and business to the Agent and (c) authorizes such attorneys to accept such employment.

(12) **Governing Law.** This instrument shall be governed by the laws of the State of Alabama in all respects.


(13) **Revocation and Amendment.** This instrument may be amended or revoked by me at any time by the execution by me of a written instrument of revocation or amendment delivered to my Agent and to all Alternate Agents.

(14) **Counterpart Originals.** If this instrument has been executed in multiple counterpart originals, each such counterpart original shall have equal force and effect.

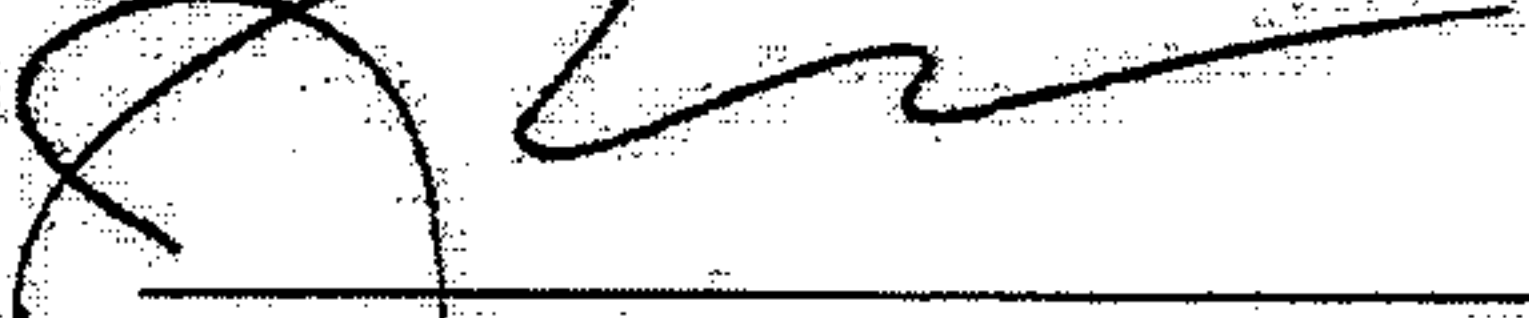

(15) **Photocopies and Electronic Copies.** My Agent is authorized to make photocopies and electronic copies of this instrument as frequently and in such quantity as my Agent shall deem appropriate. Each photocopy or electronic copy shall have the same force and effect as any original.

(16) **Binding Effect.** This instrument and actions taken by my Agent properly authorized hereunder shall be binding on me, my estate and my Personal Representative.

IN WITNESS WHEREOF, I have executed this Durable Power of Attorney this  
the 22 day of May, 2020.

  
\_\_\_\_\_  
KELLY R. CONATY, PRINCIPAL

WITNESSES:


  
\_\_\_\_\_  
  
\_\_\_\_\_

STATE OF ALABAMA

COUNTY OF JEFFERSON

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that **KELLY R. CONATY**, whose name is signed to the foregoing, and who is known to me, acknowledged before me on this day that, being informed on the contents of the foregoing, executed the same voluntarily on the day the same bears date.

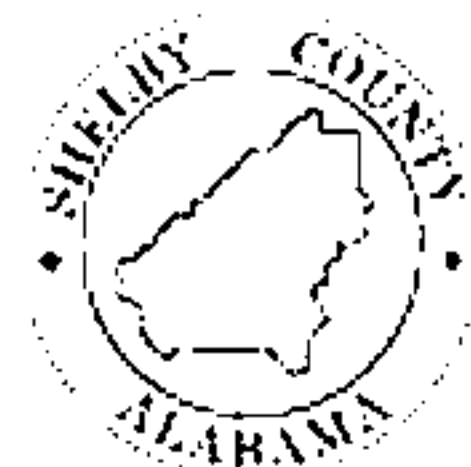
Given under my hand and official seal this the 22 day of May, 2020.

  
\_\_\_\_\_  
(Signature of Person Taking  
Acknowledgment)

My commission expires: 07/25/2020

THIS DOCUMENT PREPARED BY:

Carney Dye, LLC  
300 Office Park Drive, Suite 160  
Birmingham, Alabama 35223  
(205) 802-0696



Filed and Recorded  
Official Public Records  
Judge of Probate, Shelby County Alabama, County  
Clerk  
Shelby County, AL  
08/04/2020 10:05:48 AM  
\$49.00 CHERRY  
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