

GENERAL DURABLE POWER OF ATTORNEY

APPOINTMENT OF AGENT: Know all persons by these presents that I, Anne Masterson Curry, ("Grantor"), of 161 Stratford Circle, Pelham, Alabama, 35124, situated in the County of Shelby, State of Alabama, do hereby make, constitute and appoint William Patrick Curry ("Agent") of 915 Wickford Road, Vestavia Hills, Alabama, 35216, to act in my name, place and stead in any way which I myself could act if I were personally present, and to the extent that I am permitted by law to act through an agent, pursuant to the following provisions:

1. EFFECTIVE IMMEDIATELY: This instrument is to be construed and interpreted as a general durable power of attorney effective immediately upon its execution. It is my intent that the authority conferred herein upon my Agent shall be exercisable immediately. This power of attorney shall not be affected by disability, incompetency, or incapacity of the Grantor. No person who may act in reliance upon the authority granted to my Agent herein shall incur any liability to me or my estate as a result of permitting my Agent to exercise any such power.
2. GRANT OF POWERS: I grant to my Agent full power and authority to do everything necessary in exercising any of the powers herein granted by this power of attorney as fully as I might or could do if personally present. My Agent shall have full power of substitution or revocation. I hereby ratify and confirm all that my Agent lawfully does or causes to be done by virtue of this power of attorney and the powers herein granted. My Agent shall have the power to exercise or perform any act, power, duty, right or obligation whatsoever that I now have or may acquire, relating to any person, matter, transaction or property, real or personal, tangible or intangible, now owned or hereafter acquired by me, including, without limitation, the following specifically enumerated powers:

(a) Powers of Collection and Payment:

- (1) To forgive, request, demand, sue for, recover, collect, receive and hold all sums of money, accounts, annuities, bequests, bonds, certificates of deposit, checks, commercial paper, debts, deposits, devises, dividends, drafts, dues, insurance, interests, legacies, notes, pension, profit sharing, retirement, social security, stock certificates and other contractual benefits and proceeds, all documents of title, all property, real or personal, intangible or tangible, and property rights and demands whatsoever, liquidated or unliquidated, now or hereafter owned by, or due, owing, payable or belonging to, me or in which I have or may hereafter acquire an interest;
- (2) To have, use, and take all lawful means and equitable and legal remedies and proceedings in my name for the collection and recovery thereof, and to adjust, sell, compromise, and agree for the same, and to execute and deliver for me, on my behalf, and in my name, all endorsements, releases, receipts, or other sufficient discharges for the same.



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(b) Property Matters:

- (1) To acquire, purchase, exchange and sell, or grant options to sell, mortgage, pledge, lease, sell and convey real or personal property, tangible or intangible, or interests therein, on such terms and conditions as my Agent shall deem proper, with full authority to sign, endorse, execute and deliver any sales agreement, deed, bill of sale and all other instruments or documents pertaining to the sale of any of my real or personal property; and to enter into bonds, contracts, mortgages and deeds connected therewith;
 - (2) To sell, assign, transfer, convey, exchange, deed, mortgage, pledge, lease, let, license, demise, remise, quitclaim, bargain or otherwise dispose of any or all of my real estate, stocks, bonds, evidences of indebtedness and other securities and other personal tangible and intangible or mixed property, or any custody, possession, interest or right therein at public or private sale, upon such terms, consideration, and conditions as my said Agent shall deem advisable and to execute, acknowledge and deliver such instruments and writings of whatsoever kind and nature as may be necessary, convenient or proper in the premises.
- (c) Management Powers: To maintain, repair, improve, invest, manage, insure, rent, lease, encumber, and in any manner deal with any real or personal property, tangible or intangible, or any interest therein that I now own or may hereafter acquire in my name and for my benefit, upon such terms and conditions as my Agent shall deem proper.
- (d) Banking Powers: To make, receive and endorse checks and drafts, deposit and withdraw funds, acquire and redeem certificates of deposit, in banks, savings and loan associations, and other institutions, execute or release such deeds of trust or other security agreements as may be necessary or proper in the exercise of the rights and powers herein granted.
- (e) Business Interests: To conduct or participate in any lawful business of whatever nature for me and in my name; to execute partnership agreements and amendments thereto; to incorporate, reorganize, merge, consolidate, recapitalize, sell, liquidate or dissolve any business; to elect or employ officers, directors and agents; to carry out the provisions of any agreement for the sale of any business interest or the stock therein; and to exercise voting rights with respect to stock, either in person or by proxy, and to exercise stock options.
- (f) Safe Deposit Boxes: To have access at any time or times to any safe deposit box rented by me, wheresoever located, and to remove all or part of the contents thereof, and to surrender or relinquish said safe deposit box, and any institution in which any such safe deposit box may be located shall not incur any liability to me or my estate as a result of permitting my Agent to exercise this power.
- (g) Power to Hold Property and Make Investments: The power to hold or acquire any property, real or personal, or securities, regardless of whether such property or securities are a so-called "Legal" investment, where such course is, in the said Agent's opinion, for my best interest.

- (h) Power to Borrow: To borrow any sum or sums of money on such terms (including the power to borrow against the cash surrender value of any life insurance policy issued on my life), and with such security, whether real or personal property, as my Agent may think fit, and for that purpose to execute all promissory notes, bonds, mortgages, deeds of trust, security agreements, and other instruments which may be necessary or proper.
- (i) Disclaimer: To exercise or release powers of appointment in whole or in part and to disclaim or renounce in whole or in part any interest that I might otherwise have as a joint owner, beneficiary, heir or otherwise and in exercising such discretion, my Agent may take into account such matters as shall include but shall not be limited to any reduction in estate or inheritance taxes on my estate, and the effect of such renunciation or disclaimer upon persons interested in my estate and persons who would receive the renounced or disclaimed property.
- (j) Trusts: To transfer, assign and convey any property or interest in property, the legal or equitable title to which is in my name, to any trust of which I am the primary beneficiary during my lifetime and under the terms of which I expressly have the power to amend or revoke such trust, and to exercise any right of withdrawal of income and/or principal which I may have pursuant to the terms and conditions of such trust, whether such trust was created before or after the execution of this power of attorney.
- (k) Power to Change Beneficiaries on Any Insurance Policies on my Life: To change the beneficiaries on any insurance policies on my life; provided, however, that neither such right and power, nor any other rights and powers, shall be exercisable with respect to any policies of life insurance which may at any time be owned by me on the life of my Agent.
- (l) Executing Government Vouchers. To execute vouchers in my behalf for any and all allowances, compensation and reimbursements properly payable to me by the Government of the United States or any agency or department thereof.
- (m) Depositing Money and Other Property. To deposit in my Agent's or my name, or jointly in both our names, in any banking institution, funds or property, and to withdraw any part or all of my deposits at any time made by me in my behalf.
- (n) Recovering Possession of Property. To eject, remove or relieve tenants or other persons from, and recover possession of, any property, real, personal or mixed in which I now or hereafter may have an interest.
- (o) Litigation. To institute, maintain, defend, compromise, arbitrate or otherwise dispose of, any and all actions, suits, attachments or other legal proceedings for or against me.
- (p) Tax Returns. To prepare and execute any tax returns, including, but not limited to, Federal income tax returns, State income tax returns, Social Security tax returns, and Federal and State information and estimated returns; to execute any claims for refund, protests, applications for abatement, petitions to the United States Board of Tax Appeals or any other Board or Court,

Federal or State, consents and waivers to determination and assessment of taxes and consents and waivers agreeing to a later determination and assessment of taxes than is provided by statute of limitations; to receive and endorse and collect any checks in settlement of any refund of taxes; to examine and to request and receive copies of any tax returns, reports and other information from the United States Treasury Department or any other taxing authority, Federal or State, in connection with any of the foregoing matters.

- (q) Automobiles. To execute and deliver to the proper persons and authority any and all documents, instruments and papers necessary to effect proper registration of any automobile in which I now or may hereafter have an interest, or the sale thereof and transfer of legal title thereto as required by law, and to collect and receipt for all monies paid in consideration of such sale and transfer.
3. MISCELLANEOUS: I grant to my Agent the following additional powers of authority:
- (a) In the event my Agent should be of the opinion at any time that Agent does not have the expertise or ability to manage all or any part of my assets, I grant to said Agent the right and power to enter into any management or agency agreements to delegate the management powers hereinabove granted over all or any part of my assets to any person(s) or firm(s), with the right on the part of my Agent to revoke and cancel any such agreement at any time.
- (b) I grant full and absolute authority to my Agent, on a noncumulative, yearly basis, to make gifts to my children, in trust or otherwise, as well as to their spouses, and to their children, in trust or otherwise, with the amount of gifts to each such person each year not to exceed that amount which is excludable from the total amount of gifts made during such year under Section 2503(b) Internal Revenue Code of 1986, as amended from time to time.
- (c) I further authorize and empower my Agent 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 my maintenance and support. 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 or any other person may have to support me or any dependent or beneficiary or mine, except to the extent that there are no assets reasonably available to the person having the obligation of support to pay the same.
- (d) I further authorize and empower my Agent to engage, employ and dismiss any agents, clerks, servants, attorneys-at-law, accountants, investment advisors, custodians, or other persons in and about the performance of these presents as my Agent shall think fit.

Any decisions made by the said Agent with respect to the matters set forth hereinabove in sections 3(b), 3(c), and 3(d) shall be final, binding and conclusive upon all of the beneficiaries of my estate, and said Agent shall be released and discharged of and from all liability for any such decisions that she or he may make in good faith with respect thereto.



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4. **INTERPRETATION AND GOVERNING LAW:** This instrument is to be construed and interpreted as a general durable power of attorney. The enumeration of specific powers herein is not intended to, nor does it, limit or restrict the general powers herein granted to my Agent. This instrument is executed and delivered in the State of Alabama, and the laws of the State of Alabama shall govern all questions as to the validity of this power and the construction of its provisions. This instrument is intended to be effective in all states of the United States and in all foreign countries.
5. **INDEMNITY:** I hereby bind myself to indemnify my Agent and any successor who shall so act, against any and all claims, demands, losses, damages, actions and causes of action, including expenses, costs and reasonable attorneys' fees which my Agent at any time may sustain or incur in connection with carrying out the authority granted Agent in this power of attorney.
6. **NOMINATION OF GUARDIAN OR CONSERVATOR:** In the event court proceedings are hereafter commenced to appoint a guardian, conservator or other fiduciary to take charge of my person, or to manage and conserve my property, I hereby nominate and appoint my Agent, as my guardian, conservator, or other fiduciary, to serve without bond unless otherwise required by the court.
7. **REVOCATION:** This general durable power of attorney may be voluntarily revoked by me or by my guardian by written instrument signed by me and delivered to my Agent. Any affidavit executed by my Agent stating that Agent does not have, at the time of doing any act pursuant to this power of attorney, actual knowledge of the revocation or termination of this power of attorney, is, in the absence of fraud, conclusive proof of the nonrevocation or nontermination of the power at that time.
8. **DEATH:** My death shall not revoke or terminate this agency as to my Agent or any other person who, without actual knowledge of my death, acts in good faith under this power of attorney. Any action so taken, unless otherwise invalid or unenforceable, shall be binding upon me and my heirs, devisees, and personal representatives.
9. **FEE AND EXPENSES:** My agent is entitled to reasonable compensation and reimbursement for reasonable expenses for services rendered as agent under this power of attorney, if Agent so desires.
10. **SUBSTITUTE AGENT:** If my son, William Patrick Curry, named above, shall refuse to accept or resigns from said appointment, or becomes unwilling or unable to perform the duties of said appointment for any reason, then I appoint my son, Michael Curry, presently of Hoover, Alabama, to serve as my Agent in his place. If my son, Michael Curry, shall refuse to accept or resigns from said appointment, or becomes unwilling or unable to perform the duties of said appointment for any reason, then I appoint my daughter, Kevin Whitehead, of 2391 Lime Rock Road, Vestavia Hills, 35216, to serve as my Agent in the place of the persons named above.

COUNTERPART ORIGINALS: Reproductions of this executed original, with reproduced signatures and the certificate of acknowledgment, shall be deemed to be original counterparts of this instrument.

FURTHER, I do authorize my Agent to execute, acknowledge and deliver any instrument under seal or otherwise, and to do all things necessary to carry out the intent hereof, hereby granting unto my Agent full power and authority to act in and concerning the premises as fully and effectually as I may do if personally present.

PROVIDED, however, that all business transacted hereunder for me or for my account shall be transacted in my name, and that all endorsements and instruments executed by my Agent for the purpose of carrying out the foregoing powers shall contain my name, followed by that of my Agent and the designation "attorney-in-fact".


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CERTIFICATE OF ACKNOWLEDGEMENT

IN WITNESS WHEREOF, being fully aware of and understanding the contents of the above and foregoing General Durable Power of Attorney, to become effective as set out in the first paragraph of the said instrument, I, Anne Masterson Curry, have signed and executed it at or near the city and within the county of

Pelham, Alabama, in the County of Shelby

this the 9th day of May, 2011.

Anne M. Curry
Grantor of General Durable Power of Attorney

CERTIFICATE BY NOTARY PUBLIC

STATE OF ALABAMA)

COUNTY OF Shelby)

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that the above-named Grantor, to-wit: Anne Masterson Curry, who is or has been made known to me, acknowledged before me on this day that, being informed of the contents of the instrument, Grantor executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this the 9th day of May, 2011.

Paula Ann Sutton
Notary Public

My commission expires

NOTARY PUBLIC STATE OF ALABAMA AT LARGE
MY COMMISSION EXPIRES: Oct 19, 2014

(SEAL)

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