

FOR PURPOSES OF RECORDING

PREPARED BY: Larry L. Halcomb
Attorney at Law

15 Office Park Circle, Suite 100, Birmingham, AL 35223

DURABLE GENERAL POWER OF ATTORNEY

OF

MARTHA A. HOLT

I, **Martha A. Holt**, currently a resident of Atlanta, Cobb County, Georgia, do hereby constitute and appoint my son, **Joe Dennis Goodwin**, currently a resident of Atlanta, Cobb County, Georgia as my true and lawful agent and attorney-in-fact (hereinafter referred to as my "**agent**"). Should my said agent die or for any reason fail or cease to act as my agent, then my daughter, **Alva Ann Harper**, currently a resident of Atlanta, Cobb County, Georgia, shall act as successor agent. My successor agent(s) shall have all of the rights, powers, privileges and immunities originally conferred upon my agent. My agent, for me and in my name, place and stead, shall look after, manage and transact all and every part of my business, and generally, and until this power of attorney is revoked, shall represent me and shall act for me in any and all matters in which I am or may be interested, as fully and completely as I could do if personally present.

1. **Revocation of Other Powers of Attorney.** I hereby revoke all powers of attorney executed by me prior to the date hereof except for any Durable Power of Attorney for Health Care or any power of attorney executed by me on or after the date hereof including, without limitation, any power of attorney forms provided by any financial institution with respect to accounts maintained at such institutions.

2. **Specific Powers.** By way of example, and not by way of limitation, my agent's powers hereunder shall include, without limitation, the following:

(a) **Bank and Credit Union Transactions.** To make, receive, sign, endorse, execute, acknowledge, deliver, and possess checks, drafts, bills of exchange, letters of credit, notes, stock certificates, withdrawal receipts and deposit instruments relating to accounts or deposits in, or certificates of deposit of, banks, savings and loans, credit unions, or other institutions or associations.

(b) **Real Property Transactions.** To lease, sell, mortgage, purchase, exchange, and acquire, and to agree, bargain, and contract for the lease, sale, purchase, exchange, and acquisition of, and to accept, take, receive, and possess, any interest in real property whatsoever, on such terms and conditions, and under such covenants, as my agent shall deem proper; and to maintain, repair, tear down, alter, rebuild, improve, manage, insure, move, rent, lease, sell, convey, subject to liens, mortgages, and security deeds, and in any way or manner deal with all or any part of any interest in real property whatsoever, including specifically, but without limitation, real property lying and being situate in the State of South Carolina under such terms and conditions, and under such covenants, as my agent shall deem proper and may for all deferred payments accept purchase money notes payable to me and secured by mortgages or deeds to secure debt, and may from time to time collect and cancel any of said notes, mortgages, security interests, or deeds to secure debt. The real property subject to this power shall include, without limitation, any interest I may own in my home located at 3371 N. Wildewood Drive, Pelham, AL 35124.



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(c) Personal Property Transactions. To lease, sell, mortgage, purchase, exchange, and acquire, and to agree, bargain, and contract for the lease, sale, purchase, exchange, and acquisition of, and to accept, take, receive, and possess any personal property whatsoever, tangible or intangible, or interest thereto, on such terms and conditions, and under such covenants, as my agent shall deem proper; and to maintain, repair, improve, manage, insure, rent, lease, sell, convey, subject to liens or mortgages, or to take any other security interests in said property which are recognized under the Uniform Commercial Code as adopted at that time under the laws of Georgia or any applicable state, or otherwise hypothecate, and in any way or manner deal with all or any part of any real or personal property whatsoever, tangible or intangible, or any interest therein, that I own at the time of execution or may thereafter acquire, under such terms and conditions, and under such covenants, as my agent shall deem proper.

(d) Stock and Bond Transactions. To purchase, sell, exchange, surrender, assign, redeem, vote at any meeting, or otherwise transfer any and all shares of stock, bonds, or other securities in any business, association, corporation, partnership, or other legal entity, whether private or public, now or hereafter belonging to me.

(e) Safe Deposits. To have free access at any time or times to any safe-deposit box or vault to which I might have access.

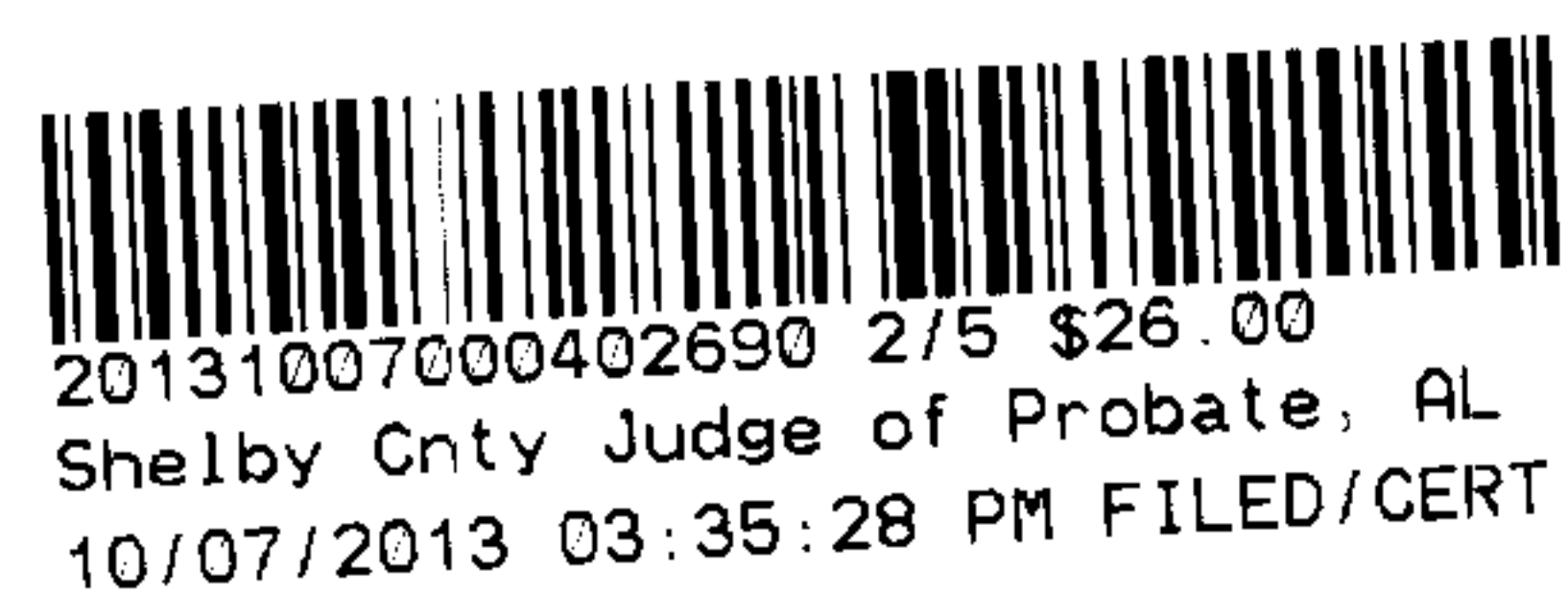
(f) Borrowing. To borrow from time to time such sums of money as my agent may deem proper and execute promissory notes, security deeds or agreements, financing statements, or other security instruments in such form as the lender may request and renew said notes and security instruments from time to time in whole or in part.

(g) Business Operating Transactions. To conduct, engage in, and otherwise transact the affairs of any and all lawful business ventures of whatever nature or kind that I may now or hereafter be involved in.

(h) Insurance Transactions. To exercise or perform any act, power, duty, right, or obligation, in regard to any contract of life, accident, health, disability, liability, or other type of insurance or any combination of insurance; and to procure new or additional contracts of insurance for me and to designate the beneficiary of same; provided, however, that my agent cannot designate himself or herself as beneficiary of any such insurance contracts.

(i) Disputes and Proceedings. To commence, prosecute, discontinue, or defend all actions or other legal proceedings touching my property, real or personal, or any part thereof, or touching any matter in which I or my property, real or personal, may be in any way concerned. To defend, settle, adjust, make allowances, compound, submit to arbitration, and compromise all accounts, reckonings, claims, and demands whatsoever that now are, or hereafter shall be, pending between me and any person, firm, corporation, or other legal entity, in such manner and in all respects as my agent shall deem proper.

(j) Hiring Representatives. To hire accountants, attorneys at law, consultants, clerks, physicians, nurses, agents, servants, workmen, and others and to remove them, and to appoint others in their place, and to pay and allow the persons so employed such salaries, wages, or other remunerations, as my agent shall deem proper.



(k) Tax, Social Security, and Unemployment. To prepare, to make elections, to execute and to file all tax, social security, unemployment insurance, and informational returns required by the laws of the United States, or of any state or subdivision thereof, or of any foreign government; to prepare, to execute, and to file all other papers and instruments which the agent shall think to be desirable or necessary to protect me against excess or illegal taxation or against penalties imposed for any claimed violation of any law or other governmental regulation; to pay, to compromise, or to contest or to apply for refunds in connection with any taxes or assessments for which I am or may be liable; to deal with tax authorities, to execute and sign on my behalf any and all federal, state, local and foreign income and gift tax returns, including estimated returns and interest, dividends, gains and transfer returns, for all periods between 1975 and 2050, and to pay any taxes, penalties and interest due thereon; and to make tax elections; to represent me or to sign an Internal Revenue Service Form 2848 (Power of Attorney or Declaration of Representative) or Form 8821 (Tax Information Authorization), or comparable authorization, appointing a qualified lawyer, certified public accountant or enrolled agent (including my agent if so qualified) to represent me before any office of the Internal Revenue Service or any state, local or foreign taxing authority with respect to the types of taxes and years referred to above, and to specify on said authorization said types of taxes and years; to receive from or inspect confidential information in any office of the Internal Revenue Service or any state, local or foreign tax authority; to receive and deposit, in any one of my bank accounts, or those of any revocable trust of mine, checks in payment of any refund of federal, state, local or foreign taxes, penalties and interest; to pay by check drawn on any bank account of mine or of any revocable trust of mine and have accounts to permit my agent to draw checks for payment of said items; to execute waivers (and offers of waivers) of restrictions on assessment or collection of deficiencies in taxes and waivers of notice of disallowance of a claim for credit or refund; to execute consents extending the statutory period for assessment or collection of such taxes; to execute offers in compromise and closing agreements under Section 7121 or comparable provisions of the Internal Revenue Code or any federal, state, local or foreign tax statutes or regulations; to delegate authority or to substitute another representative for any one previously appointed by me or my agent; and to receive copies of all notices and other written communications involving my federal, state, local or foreign taxes at such address as my agent may designate.

(l) Broad Powers. Without, in any way, limiting the foregoing, generally to do, execute, and perform any other act, deed, matter, or thing whatsoever, that should be done, executed, or performed, including, but not limited to, those powers set forth at in Code Section 53-12-261 of the Official Code of Georgia Annotated, or that in the opinion of my agent, should be done, executed, or performed, for my benefit or the benefit of my property, real or personal, and in my name of every nature and kind whatsoever, as fully and effectually as I could do if personally present.

3. Effective Date. This document shall become effective immediately upon my execution thereof, without regard to any determination of my capacity or incapacity.

4. Incapacity; Appointment of Conservator or Guardian. It is my desire and intention that this power of attorney shall not be affected by my subsequent disability, incapacity, or mental incompetence. However, I understand that this power of attorney may be revoked and the agent's power canceled in the event a conservator or guardian is appointed for my property,

in which case it is my express desire that the agent who otherwise would serve hereunder be appointed as such conservator. As long as no such conservator is appointed, any and all acts done by the agent pursuant to the powers conveyed herein during any period of my disability, incapacity, or mental incompetence shall have the same force and effect as if I were not disabled, incapacitated, or mentally incompetent.

5. **Revocation.** I may, at any time, revoke this power of attorney, and it shall be canceled by my death. Otherwise, unless this power of attorney is revoked as a matter of law by the appointment of a conservator, this power of attorney shall be deemed to be in full force and effect as to all persons, institutions, and organizations which shall act in reliance thereon prior to the receipt of written revocation thereof signed by me and prior to my death.

6. **Ratification of Agent's Acts.** I do hereby ratify and confirm all acts whatsoever which my agent shall do, or cause to be done, in or about the premises, by virtue of this power of attorney.

7. **Third Party Release.** All parties dealing in good faith with my agent may fully rely upon the power of and authority of my agent to act for me on my behalf and in my name, and may accept and rely on agreements and other instruments entered into or executed by the agent pursuant to this power of attorney.

8. **Acceptance of Appointment.** This instrument shall not be effective as a grant of powers to my agent until my agent has executed the Acceptance of Appointment appearing at the end of this instrument. This instrument shall remain effective until revocation by me or my death, whichever occurs first.

IN WITNESS WHEREOF, I have hereunto set my hand and seal on this 16 day of September 2013.


Signed, sealed and delivered this 16 day of September 2013 in the presence of:

[Signature]
Witness

Natalie Armstrong
Witness

[Signature]
Notary Public [Notary Seal]
Commission Expires: 06/20/16

MARtha A. Holt (SEAL)
MARTHA A. HOLT
Principal


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AGENT'S ACCEPTANCE OF APPOINTMENT

**NOT TO BE COMPLETED AND SIGNED UNTIL DESIGNATED AGENT OR SUCCESSOR AGENT
NEEDS TO ACT ON BEHALF OF THE PRINCIPAL**

I, JOE D. GOODWIN, have read the foregoing Durable General Power of Attorney and am the person identified therein as agent for **MARTHA A. HOLT** the principal named therein. I hereby acknowledge the following:

I owe a duty of loyalty and good faith to the principal, and must use the powers granted to me only for the benefit of the principal.

I must keep the principal's funds and other assets separate and apart from my funds and other assets and titled in the name of the principal. I must not transfer title to any of the principal's funds or other assets into my name alone. My name must not be added to the title of any funds or other assets of the principal, unless I am specifically designated as agent for the principal in the title.

I must protect, conserve, and exercise prudence and caution in my dealings with the principal's funds and other assets.

I must keep a full and accurate record of my acts, receipts, and disbursements on behalf of the principal, and be ready to account to the principal for such acts, receipts, and disbursements at all times. I must provide an annual accounting to the principal of my acts, receipts, and disbursements, and must furnish an accounting of such acts, receipts, and disbursements to the personal representative of the principal's estate within 90 days after the date of death of the principal.

I acknowledge my authority to act on behalf of the principal ceases at the death of the principal.

I hereby accept the foregoing appointment as agent for the principal with full knowledge of the responsibilities imposed on me, and I will faithfully carry out my duties to the best of my ability.

IN WITNESS WHEREOF, I have executed the foregoing Acceptance of Appointment.

Signed, sealed and delivered this
16 day of September 2013

[Signature]
Agent

[Signature]
Notary Public

[Signature]
Witness

Commission Expires 06/20/2016
[Notary Seal: VINCENT SPEAK, NOTARY PUBLIC, DEKALB COUNTY, GEORGIA, JUNE 20, 2016]

[Signature]
Witness

[Barcode]
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