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PROPERTY POWER OF ATTORNEY

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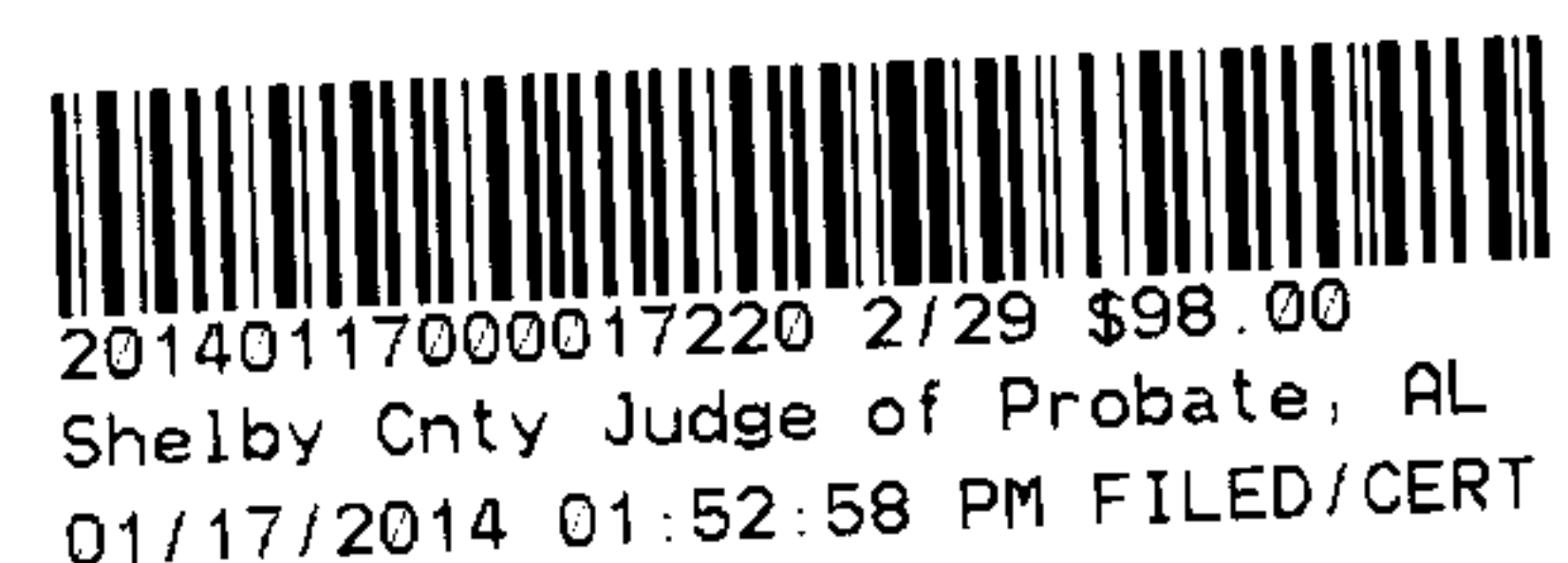
VIRGINIA H. MORGAN

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Property Power of Attorney
of
VIRGINIA H. MORGAN
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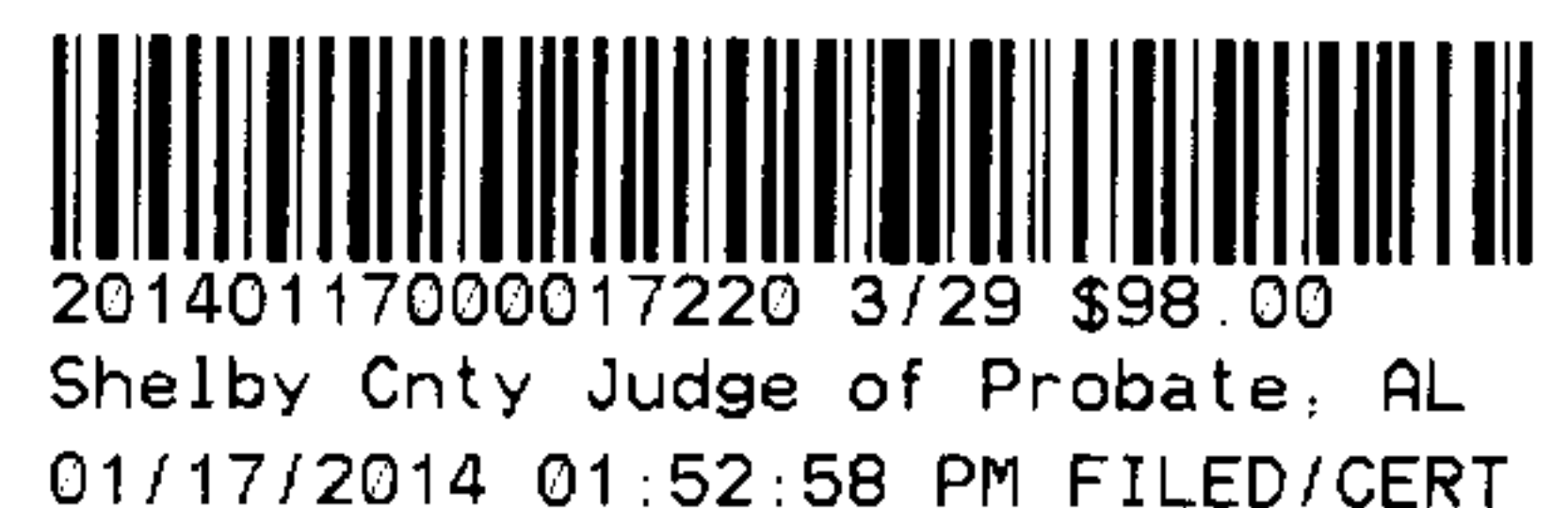
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Property Power of Attorney of VIRGINIA H. MORGAN



Recording Requested By:)
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_____)
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When Recorded Mail To:)
VIRGINIA H. MORGAN)
129 Blackstone Court)
Chelsea, Alabama 35043)

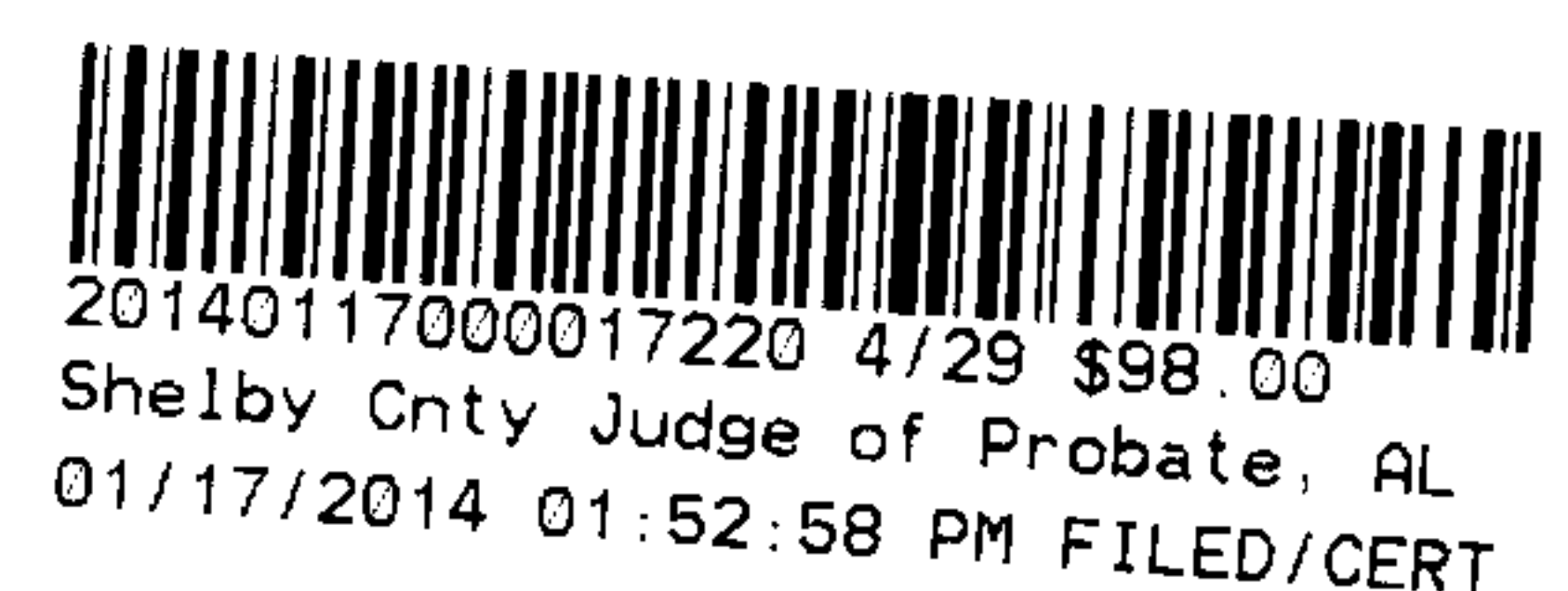
General Durable Power of Attorney

WARNING TO PERSON EXECUTING THIS DOCUMENT

THIS IS AN IMPORTANT LEGAL DOCUMENT. IT CREATES A DURABLE POWER OF ATTORNEY THAT BECOMES EFFECTIVE ON YOUR EXECUTION OF IT. BEFORE EXECUTING THIS DOCUMENT, YOU SHOULD KNOW THESE IMPORTANT FACTS:

1. THIS DOCUMENT MAY PROVIDE THE PERSON YOU DESIGNATE AS YOUR ATTORNEY-IN-FACT WITH BROAD POWERS TO DISPOSE, SELL, CONVEY AND ENCUMBER YOUR REAL AND PERSONAL PROPERTY.
2. THESE POWERS WILL EXIST FOR AN INDEFINITE PERIOD OF TIME UNLESS YOU LIMIT THEIR DURATION IN THIS DOCUMENT. THESE POWERS WILL CONTINUE TO EXIST NOTWITHSTANDING YOUR SUBSEQUENT DISABILITY OR INCAPACITY.
3. YOU HAVE THE RIGHT TO REVOKE OR TERMINATE THIS DURABLE POWER OF ATTORNEY AT ANY TIME.

Property Power of Attorney of VIRGINIA H. MORGAN



Property Power of Attorney

of

VIRGINIA H. MORGAN

I, VIRGINIA H. MORGAN, also known as VIRGINIA HATTIE MORGAN, a resident of Chelsea, Alabama, hereby create a General Durable Power of Attorney (herein referred to as "my Power of Attorney") and appoint the first person(s) named on the following list as my Attorney(s)-in-Fact (my "Agent" or Co-Agents, as the case may be; and, unless the context indicates otherwise, any reference to my Agent herein shall also refer to any Co-Agent) and the subsequent person(s) named on the following list as successor(s) to such Agent(s), each of such Agents, or Co-Agents, to act alone (and, if applicable, with each Co-Agent being authorized to act separately and alone) and successively in the priority listed upon the previously named Agent's (or each such Co-Agents', if applicable) death, incapacity, resignation, unavailability or failure or refusal to so serve or accept the office of Agent at any time for any reason:

- (1) JENNIFER M. DEJOHN
- (2) KAREN BASCH

This Power of Attorney shall become effective upon my execution of it. This Power of Attorney shall not be affected by the disability, incompetency, or incapacity of the principal. For the purposes of this document, incapacity shall be synonymous with incompetency and disability. Determination of incapacity shall be based upon the provisions and directions of the following paragraph:

For all purposes under this Power of Attorney, a person shall be deemed "incapacitated" if and so long as (i) a court of competent jurisdiction has made a finding to that effect or a guardian or conservator of the person, or estate of any person, duly appointed by a court of competent jurisdiction is serving; (ii) upon certification by two licensed physicians a person is unable to take appropriate action with regard to a person's property and affairs enumerated in this document, which certification shall be made by each physician in a written declaration under penalty of perjury; or (iii) a person's unavailability for a period of not less than six months when a person's whereabouts are unknown and it is not known whether a person is dead or alive. If this original document or a duplicate original is recorded, a certified copy of the decree declaring incapacity or appointing a guardian or conservator or the physicians' certificate(s) shall be recorded in the same county or counties as this original or duplicate original document.

Property Power of Attorney of VIRGINIA H. MORGAN

I appoint my Agent to act in my name, place and stead in any way which I myself could do, if I were personally present, (to the extent I am permitted to act through an agent) with respect to the powers as indicated in my Power of Attorney, consisting of two (2) Articles, with the understanding that they will be used for my benefit and on my behalf and will be exercised only in a fiduciary capacity.

Article One - Powers

Section 1. Real Property Transactions

My Agent shall have all of the powers listed in this Section, and such powers shall apply whether the interest in the real property was in existence at the time my Power of Attorney was executed, or the real property interest was acquired thereafter. These powers are applicable to all my rights and interests in real property, whether located in this state or elsewhere.

a. Acquisition

My Agent shall have the power to represent me in the purchase, lease or other acquisition of a right or interest in real property, and to execute, acknowledge and deliver purchase contracts, deeds, rental agreements, escrow instructions, and other documents required to buy, lease, sublease or otherwise acquire an interest or right in real property on my behalf.

b. Transfer

My Agent shall have the power to represent me in negotiations for the sale, lease or other transfer of my real property rights and interests and to execute, acknowledge and deliver contracts of sale, lease agreements, escrow instructions, and other documents required to sell (with or without covenants), exchange, option, lease, sublease, partition, subdivide, rezone, surrender or otherwise transfer an interest or right in real property on my behalf.

c. Mortgages

My Agent may do all acts and execute all documents required to mortgage, pledge or otherwise encumber an interest in real property on my behalf, whether my ownership of such property exists or is to be acquired. My Agent may also grant, assign, satisfy, and enforce by litigation or otherwise, a mortgage, deed of trust, encumbrance, lien, or other claim to real property that exists or is asserted.

d. Improvements

My Agent may develop, alter, replace, remove, or install structures or other improvements upon any real property in which I have, or claim to have, an interest or right.

e. Management

My Agent shall have all powers of management and conservation with respect to an interest or right in real property, owned or claimed to be owned by me, including the power to insure against a casualty, liability, or loss; to repair and maintain the property; to obtain or regain possession; to protect my interest or right in property, by litigation or otherwise; and to pay, compromise, or contest property taxes or assessments, or apply for and receive a refund of such taxes or assessments.

f. Change in Form of Title

My Agent may change the form of title of any of my interests or rights in real property.

g. Reorganizations

My Agent may participate in a reorganization with respect to a legal entity that owns an interest or right incident to real property and receive and hold shares of stock or obligations received in a plan of reorganization, and act with respect to them, including the sale or other disposition of them; the grant, exercise, or sale of an option, conversion, or similar right with respect to them, or the voting of such shares, either in person or by proxy.

h. Public Use

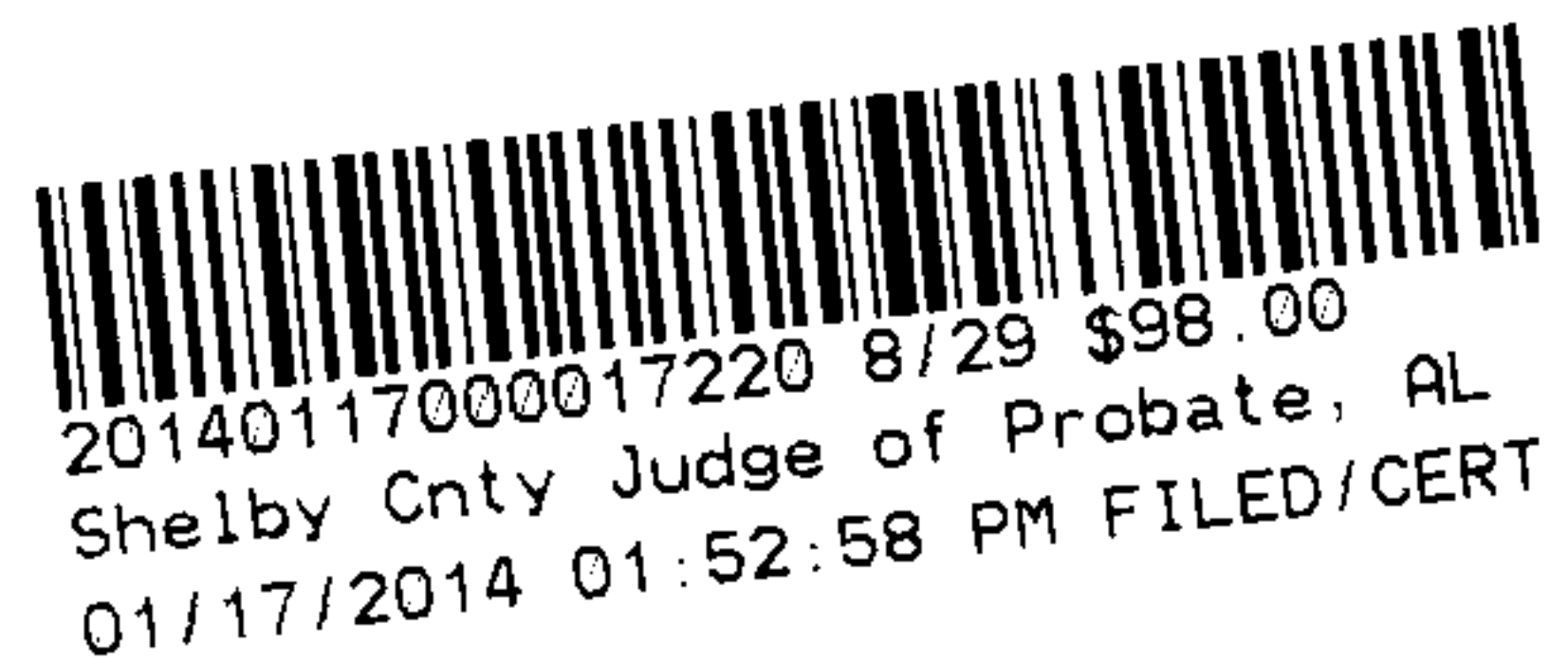
My Agent may dedicate to public use, with or without consideration, easements or other rights in real property in which I have, or claim to have, an interest or right.

Section 2. Tangible Personal Property Transactions

My Agent shall have all the powers listed in this Section, and such powers shall apply whether the interest in the tangible personal property was in existence at the time my Power of Attorney was executed, or such interest was acquired thereafter. These powers are applicable to all my rights and interests in tangible personal property, whether located in this state or elsewhere.

a. Acquisition

My Agent shall have the power to represent me in the purchase, lease or other acquisition of ownership or possession of tangible personal property, or interest therein and to execute contracts and other documents required to buy or otherwise acquire such interest or right in property on my behalf.



b. Transfer

My Agent shall have the power to represent me in negotiations for the sale, lease or other transfer of my rights and interests in tangible personal property and to execute all documents required to sell, exchange, option, lease, sublease, pledge, hypothecate, surrender, or otherwise transfer an interest or right in tangible personal property on my behalf.

c. Security Interests

My Agent may grant, assign, satisfy, or enforce by litigation or otherwise, a mortgage, security interest, encumbrance, lien, or other claim on my behalf, with respect to any interest I have in tangible personal property.

d. Management

My Agent shall have all powers of management and conservation with respect to my rights and interests owned or claimed to be owned by me in tangible personal property, including the power to insure against a casualty, liability, or loss; to repair and maintain the property; to obtain or regain possession; to protect my interest or right in property, by litigation or otherwise; to pay, compromise, or contest property taxes, or apply for and receive a refund of such taxes; to move such property from place to place; and to store such property for hire or on a gratuitous bailment.

Section 3. Banking and Other Financial Institution Transactions

My Agent shall have all the powers listed in this Section, and such powers shall be exercisable equally with respect to any financial transaction to which this Section refers, engaged in by me at the time my Power of Attorney was executed or that is engaged in thereafter, whether conducted in this state or elsewhere.

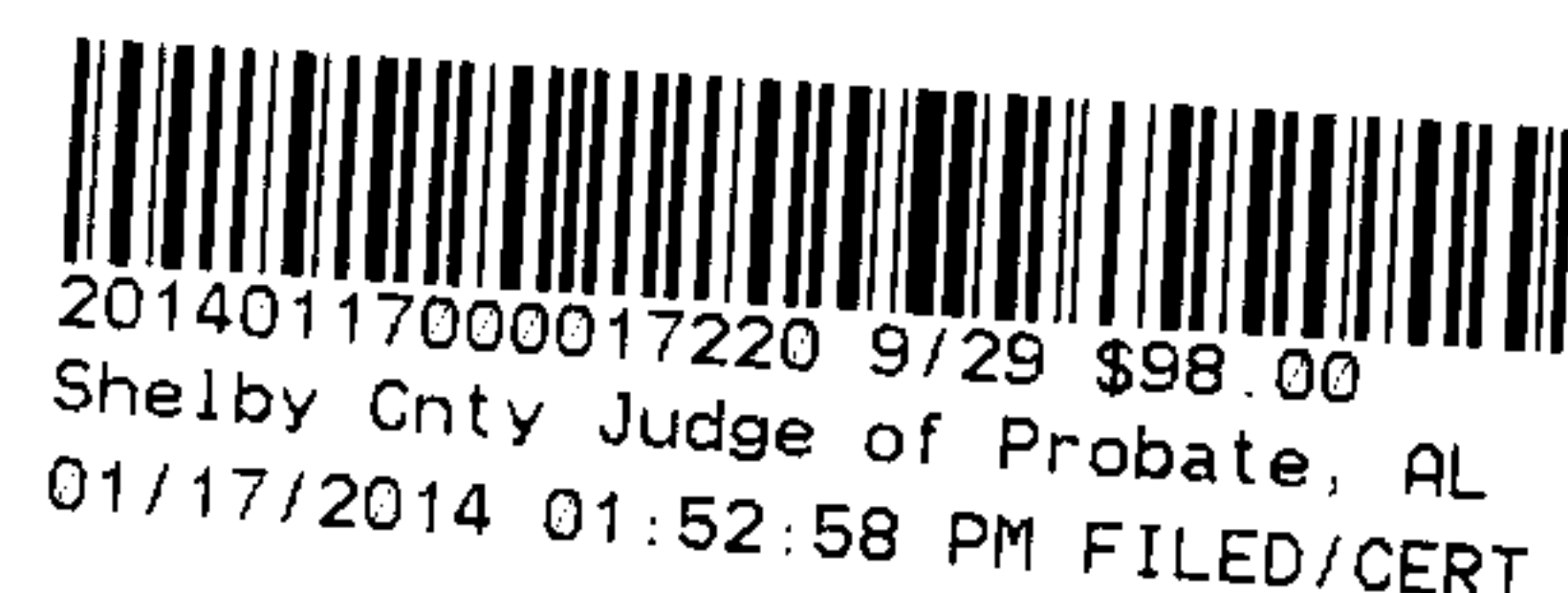
a. Existing Accounts

My Agent may continue, modify, and terminate an account or other banking arrangement made by me or on my behalf.

b. New Accounts

My Agent may establish any type of account (including but not limited to checking, savings and certificates of deposit) or other banking arrangement with a bank, trust company, savings and loan association, credit union, thrift company, industrial loan company, brokerage firm, or other financial institution selected by my Agent.

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c. Establishing, Entering and Closing Safe Deposit Boxes

My Agent may open a new safe deposit box or space in a bank vault, access a safe deposit box or vault space containing my property and withdraw or add to its contents, or close a safe deposit box or space in a bank vault.

d. Contracting Services

My Agent may contract to procure other services that my Agent considers desirable which are offered by banks or other financial institutions.

e. Checks, Drafts, and Negotiable Paper; Withdrawals

My Agent may make, assign, draw, endorse, discount, guarantee, and negotiate promissory notes, checks, drafts, and other negotiable or non-negotiable paper of mine, or payable to me or to my order, and deposit or receive the cash or other proceeds of those transactions. Furthermore, my Agent may withdraw by check, order, or otherwise my money or property deposited with or left in the custody of a financial institution.

f. Receiving Financial Statements

My Agent may receive bank statements, vouchers, notices, and similar documents from a financial institution, and act with respect to them.

g. Borrowing Money

My Agent may borrow money at commercially reasonable rates and pledge as security my personal property as necessary in order to borrow, pay, renew, or extend the time of payment of any of my debts or as the Agent finds necessary for the proper maintenance of my property and financial needs.

h. Receiving Negotiable or Non-negotiable Instruments

My Agent may receive for me and act upon a sight draft, warehouse receipt, or other negotiable or non-negotiable instrument.

i. Letters of Credit, Credit Cards, and Travelers Checks

My Agent may apply for and receive letters of credit, credit cards, and traveler's checks from a financial institution, and give an indemnity or other agreement in connection with letters of credit as the Agent finds necessary for the proper maintenance of my property and financial needs.

j. Extensions to Pay

My Agent may consent to extend the time of payment, due to or from me, with respect to any financial transaction with a bank or other financial institution.

Section 4. Stock, Bond and Securities Transactions

My Agent shall have all the powers listed in this Section, and such powers shall apply to any interest in a stock, bond, mutual fund or other security interest, whether such security interest was in existence at the time my Power of Attorney was executed, or such security interest was acquired thereafter. These powers are applicable to any interest I have in such property, whether the security interests are located in this state or elsewhere.

a. Acquisition and Transfer

My Agent may buy, sell, assign, exchange and transfer stocks, bonds, mutual funds and all other types of securities and financial instruments except for commodity futures contracts and call and put options on stocks and stock indexes (other than as may be provided in Section 5 of this Article).

b. Evidence of Ownership

My Agent may receive certificates and other evidence of ownership with respect to securities.

c. Voting

My Agent may exercise voting rights with respect to securities, in person or by proxy, enter into voting trusts, and consent to limitations on the right to vote.

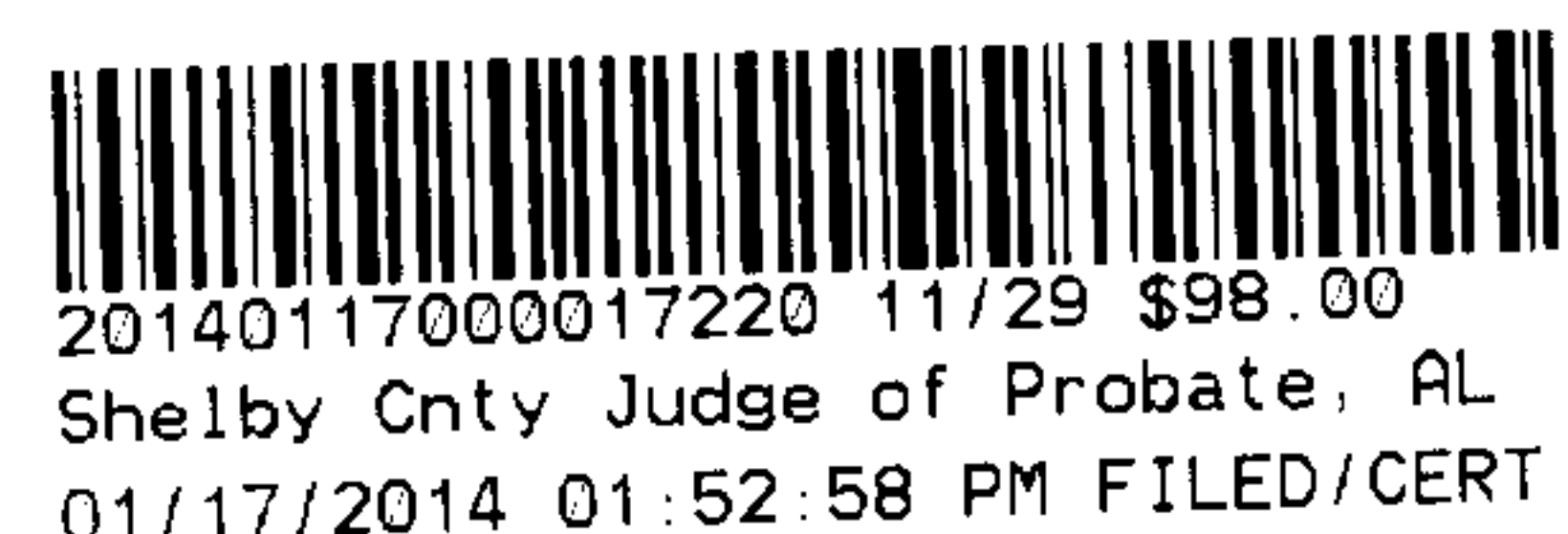
Section 5. Commodity and Option Transactions

My Agent shall have all the powers listed in this Section, and such powers shall apply to any interest in an option or commodity futures contract to which this Section refers, whether such option or futures contract exists at the time my Power of Attorney was executed, or such option or futures contract was acquired thereafter. These powers are applicable to any interest I have in such property, whether located in this state or elsewhere.

a. Qualified and Non-Qualified Stocks Options

My Agent is authorized to exercise any and all qualified and non-qualified stock options issued to me, specifically including but not limited to incentive stock options, and to purchase the shares on exercise of any such options with any form of payment acceptable to the issuer.

Property Power of Attorney of VIRGINIA H. MORGAN



b. Acquisition and Transfer

My Agent may buy, sell, exchange, assign, settle, and exercise commodity futures contracts and call and put options on stocks and stock indexes traded on a regulated option exchange.

c. Accounts

My Agent may establish, continue, modify, and terminate option accounts with a broker.

Section 6. Life Insurance Products

My Agent shall have the power respecting life insurance policies, annuities or any other insurance product to purchase, invest in, surrender, exchange (including a tax deferred exchange under Internal Revenue Code Section 1035, as amended), pledge, liquidate, borrow against or make any and all available elections thereunder or perform any other acts authorized under the provisions of such products or by law.

Section 7. Retirement Plans and Annuities

My Agent shall have all the powers listed in this Section, and such powers shall be exercisable with respect to any Individual Retirement Account, Qualified Plan, Tax Sheltered Annuity §403(b) or other retirement plan (designated hereinafter as "retirement plan") in which I am in any way interested, whether the plan is in this state or elsewhere.

a. Select Payment Options

My Agent may select payment options under any retirement plan in which I participate.

b. Beneficiary Designations

My Agent may designate beneficiaries under any retirement plan in which I have an interest. My Agent may also change the existing beneficiary designations for any retirement plan in which I have an interest, but not including the power to designate my Agent as the beneficiary (or for any greater share).

c. Voluntary Contributions

My Agent may make voluntary contributions to retirement plans.

d. Investment Powers

My Agent may exercise the investment powers available under any self-directed retirement plan.

e. Rollovers and Trustee-to-Trustee Transfers

My Agent may execute rollovers and trustee-to-trustee transfers of retirement plan assets into an Individual Retirement Account or other qualified retirement plan.

f. Borrow, Buy, and Sell

My Agent may, if I am authorized under the retirement plan or annuity to do so, borrow from, sell assets to, and purchase assets from a retirement plan or annuity.

g. Consent to a Waiver of Spousal Rights

My Agent may consent to a waiver of my right as the required beneficiary of a joint and survivor annuity or any other benefit under any qualified plan, if I am married at the time of consent.

Section 8. Claims and Litigation

My Agent shall have all of the powers listed in this Section, and such powers shall be exercisable equally with respect to any claim or litigation existing when my Power of Attorney was executed or arising thereafter, whether existing or arising in this state or elsewhere.

a. Actions

My Agent may assert and prosecute before a court or administrative agency a claim, cause of action, cross-complaint, counterclaim, offset, or claim for relief and defend against an individual, a legal entity, or government, including suits to recover property, to recover damages, to eliminate or modify a tax liability, or to seek an injunction, specific performance, or other equitable or monetary relief.

b. Intervention and Interpleader

My Agent may bring an action to determine adverse claims or intervene in litigation.

c. Provisional Remedies, Enforcement of Judgments and Participation in Proceedings

In connection with litigation, my Agent may procure an attachment, garnishment, order of arrest, or other preliminary, provisional, or intermediate relief; use any

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available procedure to effect, enforce, or satisfy a judgment, order, or decree; and perform any lawful act, including acceptance of tender, offer of judgment, admission of facts, submission of a controversy on an agreed statement of facts, consent to examination before trial, and binding me in litigation.

d. Arbitration and Settlement

My Agent may submit to arbitration or mediation, propose or accept a compromise, or settle any claim or litigation.

e. Procedure

My Agent may waive the issuance and service of process upon me; accept service of process; designate persons upon whom process directed to me may be served; appear for me; execute and file or deliver stipulations on my 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 and 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.

f. Bankruptcy

My Agent may act for me with respect to any voluntary or involuntary bankruptcy or insolvency proceedings, concerning me or some other person, or with respect to an assignment for the benefit of creditors, receivership, or application for the appointment of a receiver or trustee, or with respect to a reorganization proceeding that affects an interest of mine in property or other thing of value.

g. Payments and Receipts

My Agent may pay a judgment against me or a settlement made in connection with litigation, and receive and conserve money or other property paid in settlement of or as the proceeds of a claim or litigation.

Section 9. Business Operating Transactions

My Agent shall have all the powers listed in this Section and such powers shall be exercisable equally with respect to any business in which I had an interest at the time my Power of Attorney was executed or in which I obtained an interest thereafter, whether such business is conducted in this state or elsewhere.

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a. Operation and Transfer

My Agent may operate, buy, sell, enlarge, reduce, and terminate a business interest.

b. Partnerships and Limited Liability Companies

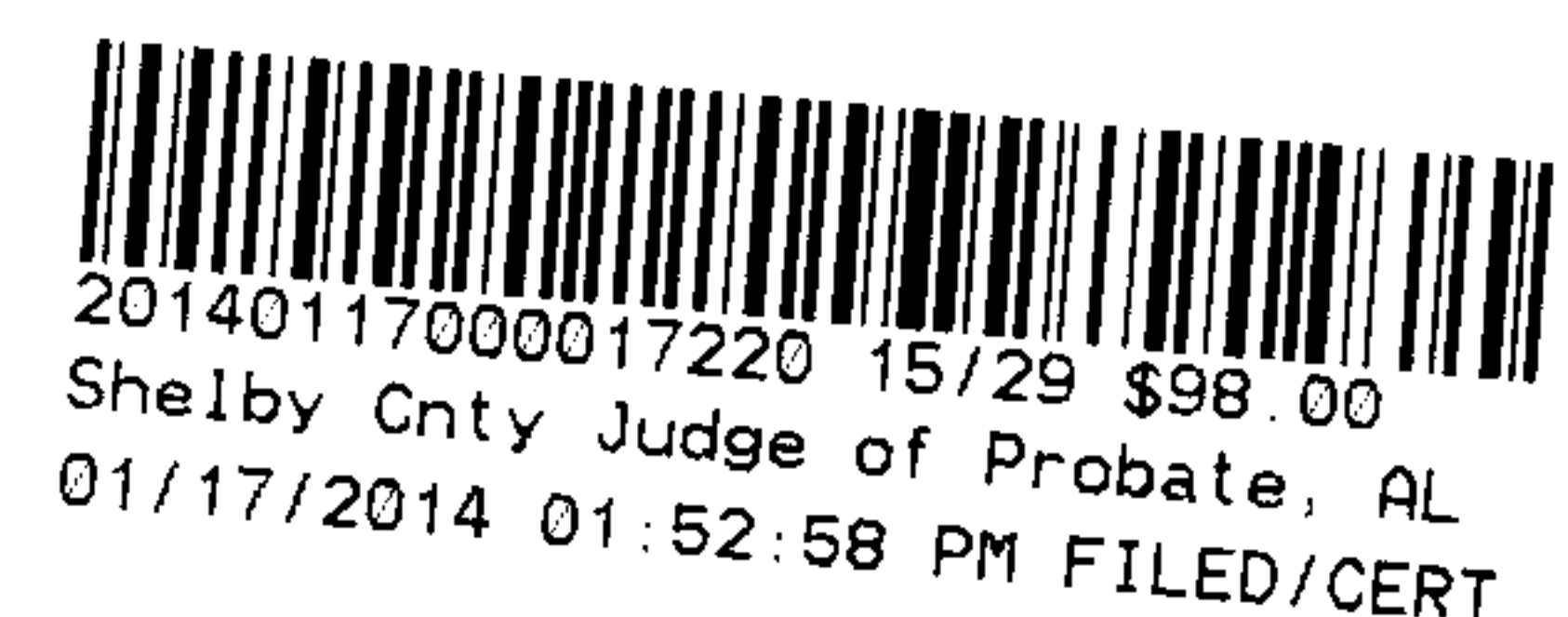
Subject to the terms of any applicable partnership or LLC operating agreement, my Agent may perform a duty or discharge a liability and exercise a right, power, privilege, or option that I have, may have, or claim to have under a partnership or LLC operating agreement, whether or not I am a partner or member; enforce the terms of a partnership or LLC operating agreement by litigation or otherwise; and defend, submit to arbitration, settle, or compromise litigation to which I am a party because of membership, or a claim of membership, in the partnership or LLC.

c. Bonds, Shares, and Other Instruments

My Agent may exercise in person or by proxy, or enforce by litigation or otherwise, a right, power, privilege, or option that I have or claim to have as the holder of a bond, share, or other instrument of similar character, and defend, submit to arbitration, settle, or compromise litigation to which I am a party because of a bond, share, or similar instrument.

d. Sole Proprietorship

With respect to any sole proprietorship that I own, my Agent may continue, modify, renegotiate, extend, and terminate a contract made with an individual or a legal entity, firm, association, or corporation by me or on my behalf with respect to the business before and after execution of my Power of Attorney; determine the policy of the business as to (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 accountants, attorneys, and other agents and employees; change the name or form of organization under which the business is operated, enter into a partnership agreement with other persons, create or become a member in a limited liability company, or organize a corporation to take over all or part of the operation of the business; and demand and receive money due or claimed by me or on my behalf in the operation of the business, and control and disburse the money in the operation of the business.



e. Reorganization

My Agent may join in a plan of reorganization, consolidation, or merger of any business in which I have an interest.

f. Buy-Sell Agreements

My Agent may represent me in establishing, renegotiating or determining the value of a business under a buy-sell agreement to which I am a party.

g. Reports

My Agent may prepare, sign, file, and deliver reports, compilations of information, returns, or other papers with respect to a business that are required by a governmental agency or instrumentality or that my Agent considers desirable, and make related payments.

h. Taxes

My Agent may pay, compromise, or contest taxes or assessments and do any other act that my Agent considers desirable to protect me from illegal or unnecessary taxation, fines, penalties, or assessments with respect to a business, including attempts to recover, in any manner permitted by law, money paid before or after my Power of Attorney was executed.

Section 10. Tax Matters

My Agent shall have the powers listed in this Section:

a. Preparation and Filing of Documents

My Agent may prepare, sign, and file any tax returns, including, but not limited to federal, state, local, and foreign income, gift, payroll, and Federal Insurance Contributions Act (FICA) returns, claims for refunds, requests for extension of time to file or pay, petitions regarding tax matters, and any other tax-related documents, including receipts, offers, waivers, consents (including consents and agreements under Sections 2032A and 2057 of the Internal Revenue Code, as amended), closing agreements, and any power of attorney required by the Internal Revenue Service or other taxing authority.

b. Paying and Contesting Amounts

My Agent may pay any taxes due, collect refunds, post bonds, receive confidential information, and contest deficiencies determined by the Internal Revenue Service

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or other taxing authority. My Agent is also authorized to take all actions and execute all consents, agreements and related documents required to qualify for installment payments of estate taxes under Code Section 6166 or similar state installment payment arrangements.

c. Exercising Elections

My Agent may exercise any election I may have under federal, state, local, or foreign tax law.

d. Acting in Tax Matters

My Agent may act for me in all tax matters before the Internal Revenue Service and any other taxing authority.

Section 11. Estate, Trust, or Other Beneficiary Transactions

My Agent shall have all of the powers listed in this Section so that my Agent may act for me in all matters that affect a trust, probate estate, guardianship, conservatorship, escrow, custodianship, or other fund from which I am, may become, or claim to be entitled to a share or payment, as a beneficiary. These powers are applicable whether such matters deal with property located in this state or elsewhere. The powers described in this Section do not include the power to create, modify, or revoke trusts, which are provided for under Section 12 of this Article.

a. Payments

My Agent may accept, receive, receipt for, assign, release, pledge, exchange, sell or consent to a reduction in or modification of a share in or payment from the fund.

b. Disclaim

My Agent is authorized to execute and deliver a disclaimer as defined under Internal Revenue Code Section 2518, as amended, and the law of this state dealing with disclaimers.

c. Trust Withdrawal Rights

My Agent is authorized to exercise on my behalf and benefit any annual withdrawal rights from trusts that are limited to the greater of \$5,000 or five percent of such trust assets (or such other amounts as set forth in Sections 2514(e) and 2041(b)(2) of the Code), and to take possession of and use or distribute such withdrawn property to or for my benefit. My Agent shall also have the right to allow such withdrawal rights to lapse, if my Agent believes such lapse is in my

best interest, and well as the interests of the creator and other beneficiaries of such trust.

d. Claims

My Agent may demand or obtain by litigation or otherwise money or other property to which I am, may become, or claim to be entitled by reason of the fund.

e. Participation in Proceedings

My Agent may initiate, participate in, and oppose litigation to ascertain the meaning, validity, or effect of a deed, will, declaration of trust, or other instrument or transaction affecting my interest.

f. Removal of Fiduciary

My Agent may initiate, participate in, and oppose litigation to remove, substitute, or surcharge a fiduciary.

g. Contingent Interests

My Agent may convey or release any contingent or expectant interests in property, including any rights of survivorship incident to joint tenancy.

Section 12. Power to Create, Modify, or Revoke Trusts for My Benefit and Benefit of My Dependents

a. Establishment of Trusts

My Agent shall have the power to establish any trust with my assets for my benefit and the benefit of my issue and any other of my dependents, or one or more of us, upon such terms as my Agent determines are necessary or proper after due consideration of the estate plan I have in place and of my known desires; transfer any asset in which I have an interest to any such trust or to any such trust that I have created; and exercise in whole or in part, release, or let lapse any power I may have as an individual and not as a fiduciary under any trust whether or not created by me. My Agent may be Trustee of any trust established by my Agent.

b. Amend, Revoke or Exercise Powers Over Existing Trusts

I give my Agent the power to amend, revoke and/or exercise any and all other powers I could exercise under the terms of any trust of which I am a Trustor.

Section 13. Resignation From Fiduciary Positions

My Agent shall have the power to resign from any fiduciary position to which I have been or may be in the future named, appointed, nominated, or elected, including by way of illustration, but not of restriction, the positions of executor, administrator, personal representative, trustee, agent, guardian, director or officer of a corporation, or governmental position or office; and to take whatever steps are necessary to accomplish such resignation, for example, by rendering an accounting or appearing in court to receive approval for such action, as appropriate.

Section 14. Government Benefits

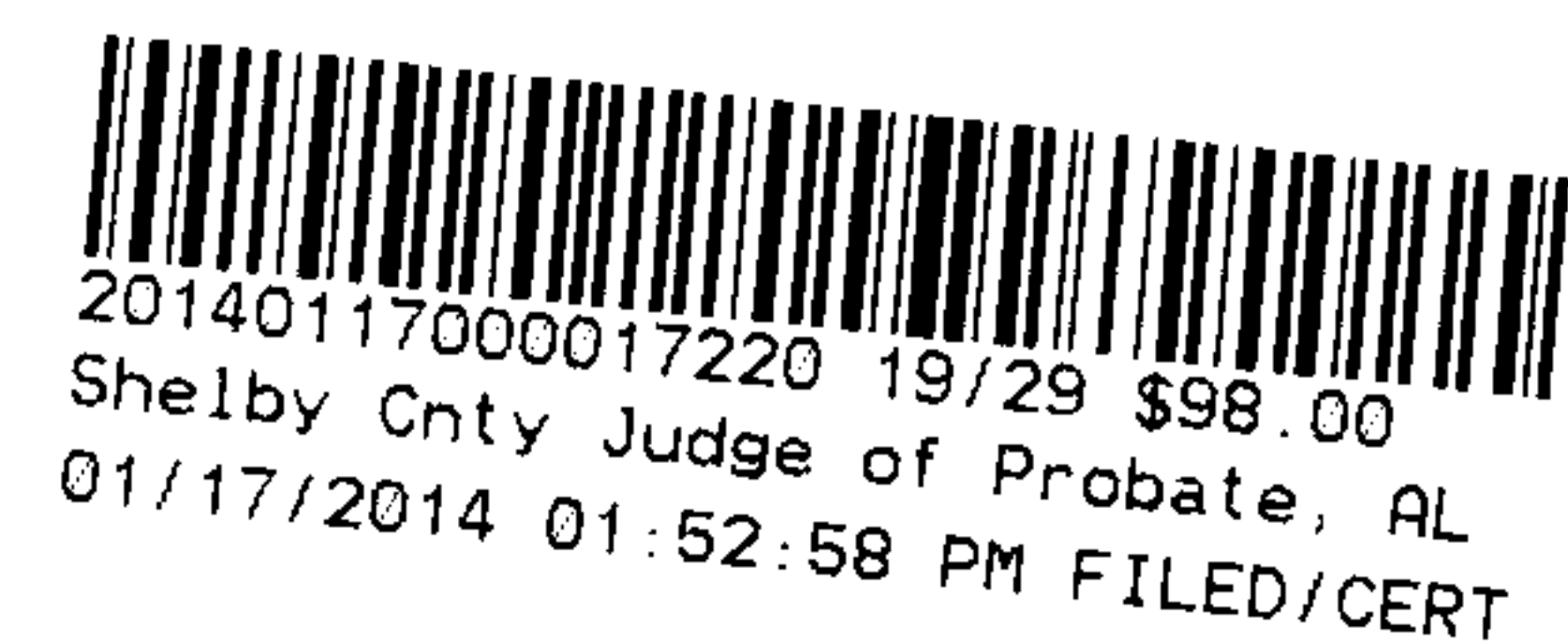
My Agent shall have the powers listed in this Section and such powers shall be exercisable equally with respect to benefits from social security, Medicare, Medicaid, Supplemental Security Income, in-home support services, or other governmental programs, or civil or military service, existing when my Power of Attorney was executed or accruing thereafter, whether existing or accruing in this state or elsewhere.

a. Long Term Care Planning Authority

My Agent is authorized to engage in government assistance planning, including, but not limited to, the power and authority to receive assets transferred back to me from the trust estate of my revocable living trust, if any; make home improvements and additions to my family residence; pay off, partly or in full, the encumbrance, if any, on my family residence; purchase a family residence, if I do not own one; purchase a more expensive family residence; purchase an annuity under the guidelines provided by Health Care Financing Administration ("HCFA") Transmittal No. 64 or any successor guidelines issued by the Health Care Financing Administration or similar government agency; make gifts as provided under Section 15 of this Article; make payments under any care contract which my Agent has negotiated on my behalf; and make payments as part of a "spend-down" program instituted by my Agent on my behalf. In exercising the powers under this Subsection, my Agent shall take into consideration that my primary concern shall be for the mutual welfare of myself and my spouse, if I have one then living, and all government assistance planning shall be of secondary importance to such welfare.

b. Acknowledgement of Intent to Return to Any Residence

My Agent may sign on my behalf any document necessary to reflect my intention to return to my residence after any incapacity or other condition which prevents me from currently residing in such residence.



c. Execution of Vouchers

My Agent may execute vouchers in my name for allowances and reimbursements payable to me by the United States or a foreign government or by a state or subdivision of a state, including allowances and reimbursements for my transportation and transportation for any persons customarily or legally entitled to my support, and for shipment of my household effects.

d. Benefits

My Agent may prepare, file, and prosecute my claim to a benefit or assistance, financial or otherwise, to which I claim to be entitled under a statute or governmental regulation. Furthermore, my Agent may prosecute, defend, submit to arbitration, settle, and propose or accept a compromise with respect to any benefits I may be entitled to receive, and upon receipt of the financial proceeds of such claim, conserve, invest, disburse, or otherwise dispose of it.

Section 15. Power to Make Gifts

a. General Gift Authority

My Agent is authorized to make gifts, grants, or other transfers without consideration, either outright or in trust, for any legitimate estate planning purpose, to or for my benefit, my descendants, or charitable organizations (including, without limitation, any Private Charitable Foundation, Charitable Remainder Trust, or Charitable Lead Trust established by me, as well as any public charity). Such gifts may include the forgiveness of indebtedness, the completion of any charitable pledges I have made, and the direct payment of tuition and medical care for the benefit of any such persons pursuant to the provisions of Section 2503(e) of the Internal Revenue Code, as amended. Such gifts may be made in cash, in kind, or partly in each on a pro rata or non-pro rata basis. If any gifts are made to any individuals, then such gifts shall be made equally to all descendants of the same generation. For example, if a gift is made to my child or grandchild, as the case may be, then a similar gift or gifts of the same amount must be made to each of my then living children or grandchildren, as the case may be.

b. Deathbed Gifts

Without limiting my Agent's authority to make gifts under Subsection a. above, if my Agent determines that (i) I am terminally ill and it is unlikely that I will live, and (ii) my estate is or may be subject to estate taxes (or other inheritance, succession, or other taxes due by reason of my death), then my Agent may make gifts up to the full amount of the federal gift tax annual exclusion amount under

Property Power of Attorney of VIRGINIA H. MORGAN

Internal Revenue Code Section 2503(b), as amended, taking into account, if I am married at such time, the amount that may be given by either me or my spouse, if I have one, from my separate property, if any, if my spouse, if I have one, is willing and able to sign a consent to split the gift pursuant to Section 2513 of the Internal Revenue Code, as amended (hereinafter referred to as “deathbed gifts”).

1. Permissible Donees

My Agent is authorized to make deathbed gifts to the following individuals: (i) First, to my then living children; provided, however, that if sufficient funds or suitable assets are not available to make the full amount of such gifts to all of my said children, then the funds or assets that are available shall be apportioned equally among said children; (ii) Second, if there are sufficient funds or suitable assets remaining after making the foregoing gifts to my then living children, then out of the remaining funds or assets, gifts shall be made to the then living children of my said children (i.e., my grandchildren), in equal shares, per capita and not per stirpes or by right of representation; provided, however, that if sufficient funds or suitable assets are not available to make the full amount of such gifts to all of such grandchildren, then the funds or assets that are available shall be apportioned equally among said grandchildren. I request that my Agent take all action reasonably necessary to insure that the deathbed gifts authorized hereunder are completed for federal gift tax purposes prior to my death, including making gifts by wire transfer, electronic funds transfer, or other method that is reasonably calculated to complete such gifts. If I am in an irreversible coma or vegetative state and my life is being prolonged solely by artificial means under circumstances where the timing of death may be subject to the control of my Health Care Agent, the Conservator of my person, or other legal representative, then I request that my Agent confer with such Health Care Agent, Conservator, or legal representative concerning the timing of such gifts in relation to the timing of my death.

2. Effect on Testamentary Plan

It is my desire that my Agent make such deathbed gifts in order to save estate taxes (or other inheritance, succession, or other taxes due by reason of my death) even if doing so is inconsistent with my testamentary plan. For example, if my Will or Trust Agreement provides for distribution of my estate to my children in equal shares upon my death, it is my desire that my Agent include my

grandchildren in such deathbed gifts if estate taxes (or other inheritance, succession, or other taxes due by reason of my death) could thereby be reduced, even if the effect would be to reduce the amounts passing to my children at my death or shift the total amount passing to each line of descent.

c. Limitation on Gifts to Agent

Notwithstanding the provisions of Subsections a. and b. above, any gifts my Agent is authorized to make to himself or herself, or for his or her benefit, either directly or indirectly, including the discharge of his or her legal obligations, shall be limited to the greater of (i) five thousand dollars, or (ii) five percent of the estate over which my Agent has control during any calendar year, or such other amount as set forth by Sections 2514(3) or 2041(b)(2) of the Code. Such power shall be non-cumulative and shall lapse at the end of each calendar year; provided, however, that gifts to my Agent may exceed such limitation if any one of the following conditions is met: (i) I have named a Special Co-Trustee under my Trust Agreement and such Special Co-Trustee consents in writing to the gift to such Agent, (ii) my then living adult children (other than my Agent) unanimously consent in writing to the gift to such Agent, or (iii) court approval of the gift to the Agent is obtained on petition by the Agent or any other interested person pursuant to state law.

d. Income Tax Effects

In making gifts hereunder, my Agent may, but shall not be required to, consider the income tax effects of making a gift of any asset the income tax basis of which differs from the fair market value, including the possibility of a step-up in basis at my death pursuant to Internal Revenue Code Section 1014, as amended. In that regard, my Agent shall have the discretion to determine whether the estate tax savings of making such gifts outweighs the income tax consequences.

e. Gifts are Discretionary

My Agent shall have the sole discretion to determine whether and to what extent to make gifts hereunder; provided, however, that, except as otherwise provided above in Subsection b., it is my desire that the donees of each generation be treated equally. Nothing stated herein shall be construed to require my Agent to make any gifts and my Agent shall not be liable to any person for failing to make any gifts authorized hereunder, or for the manner in which such gifts are made, except for his or her bad faith, willful misconduct, or gross negligence, including without limitation the death tax or income tax consequences to my estate, beneficiaries, or heirs at law. My Agent shall be held free and harmless from any

such liability, loss, cost, or expense, including reasonable attorney's fees, arising from my Agent's acts or omissions in connection with making any gifts permitted under this Section.

f. Payments to or for Benefit of Minors

If a gift is made hereunder to any person who is under the age of twenty-one (21), and if no trust is established for such person, such person's gift may, in the discretion of my Agent, be distributed to an adult member of such person's family (to be selected by the Agent) as custodian until such age as my Agent determines (but not to exceed the age of 21), under the Uniform Transfers to Minors Act.

g. Consent to Split Gifts

My Agent is authorized to consent to split gifts made by my spouse, if I have one, and I, if we are married at such time, under Internal Revenue Code Section 2513, as amended, and similar provisions of any state or local gift tax.

Section 16. Incidental Powers

In connection with the exercise of any of the powers described in the preceding Sections, my Agent shall have all of the powers listed in this Section. All powers described in this Section are exercisable equally with respect to any of my interests, rights, and obligations existing when my Power of Attorney was executed or arising thereafter, whether in this state or elsewhere.

a. Contracts

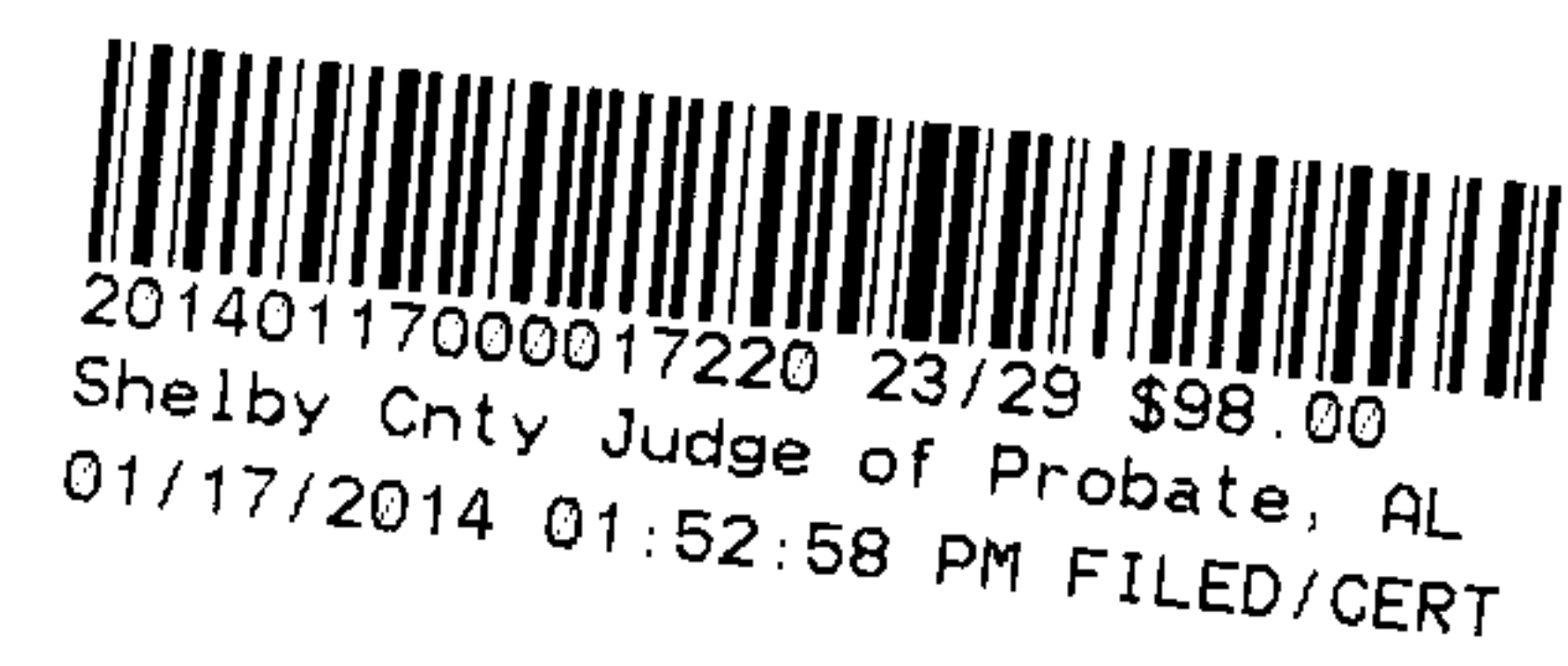
My Agent may contract in any manner with any person, on terms agreeable to my Agent, to accomplish a purpose of a transaction, and perform, rescind, reform, release, or modify the contract or another contract made by me or on my behalf.

b. Court Assistance

My Agent may seek on my behalf the assistance of a court to carry out an act authorized by my Power.

c. Employment

My Agent may engage, compensate, and discharge an attorney, accountant, expert witness, or other assistant.



d. Preparation and Filing of Documents

My Agent may prepare, execute, and file a record, report, or other document my Agent considers desirable to safeguard or promote my best interests.

Section 17. Personal and Family Maintenance

My Agent shall have the powers listed in this Section and such powers are exercisable equally whether the acts required for their execution relate to property that I own when my Power of Attorney was executed or that is acquired thereafter, and whether the acts are performed or property is located in this state or elsewhere.

a. Support

My Agent may do the acts necessary to maintain my customary standard of living and the customary standard of living of any persons legally entitled to my support to the extent such acts would not reduce the availability of government benefits to any such person, including providing funds for food, clothing, appropriate education, and other current living costs; providing a living quarters and automobiles or other means of transportation; paying for necessary medical, dental, and surgical care, hospitalization, and custodial care; obtaining and paying for normal domestic help; and arranging for usual vacations and paying such travel expenses.

b. Charge Accounts

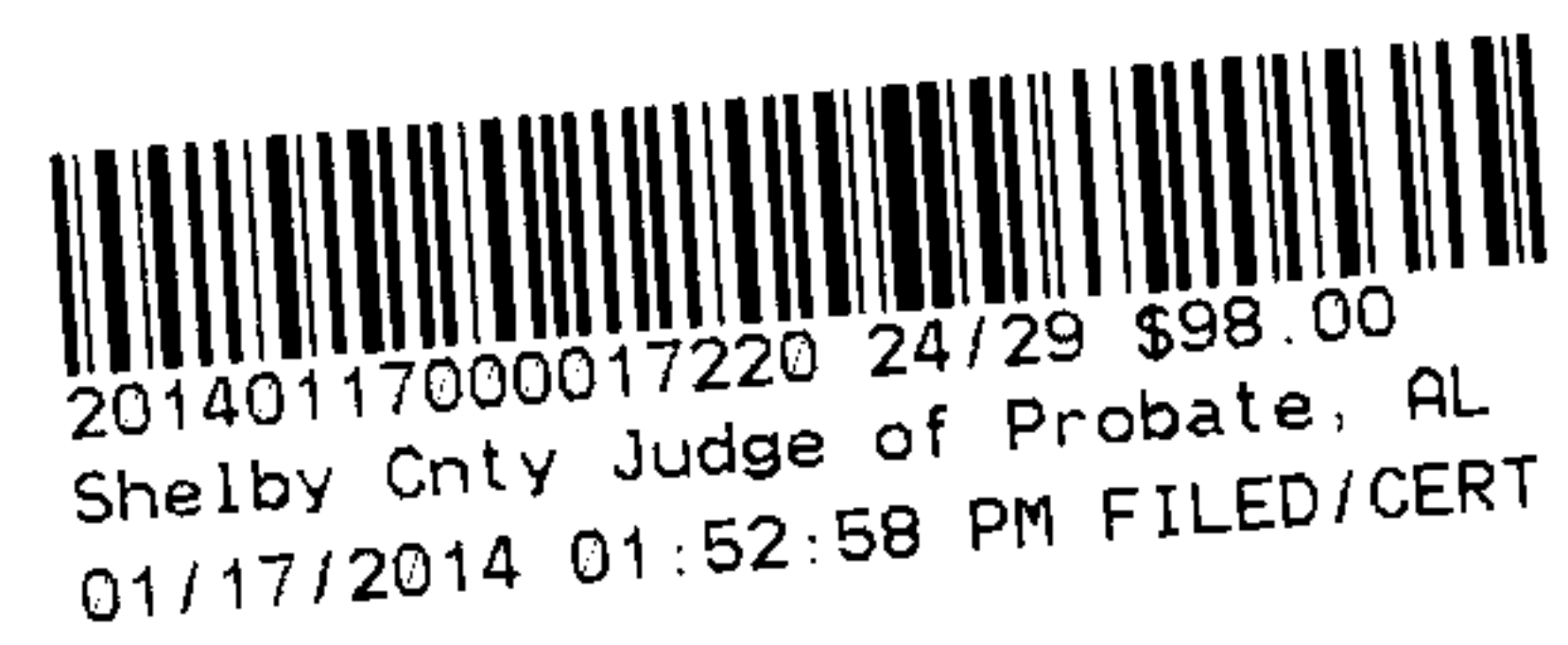
My Agent may open, maintain or close charge accounts for the convenience of the individuals described in Subsection a.

c. Church and Organization Affiliations

My Agent may continue payments incidental to my membership in or affiliation with a church, club, society, order, or other organization and continue contributions to those organizations.

d. Religious or Spiritual Needs

My Agent may provide, in connection with my care, and in accordance with my established beliefs and customary activities, for the presence and involvement of church persons, clergy, or other persons to attend to my spiritual needs and permit them access to me, maintain or arrange for my membership in religious organizations, and permit my access to their activities and publications, including books, tapes, and similar materials.



e. Pets

My Agent shall arrange for the housing, support, and maintenance of, any animals that I own or have custody of and pay reasonable boarding, kenneling, and veterinary fees for such animals, or if the support and maintenance of any such animal becomes unreasonably expensive, to dispose of such animal in a humane fashion, preferably by finding another home for the animal.

f. Funeral and Burial

To the extent not otherwise provided for in either my Will, Living Will, Durable Power of Attorney for Health Care, Advance Health Care Directive or other document, my Agent may arrange for my funeral or other memorial service and for burial or cremation of my remains, including the purchase of a burial plot or other place for interment of my remains or ashes.

Section 18. Restrictions on Property Management Powers

Notwithstanding any other provision in my Power of Attorney, my Agent shall not have any of the following powers related to property management:

a. Obligations of Agent

To use my property to discharge the legal obligations of my Agent, including but not limited to the support of the dependents of my Agent, except for those dependents to whom I also, along with my Agent, owe a duty of support.

b. General Power of Appointment

To hold any power that would constitute a general power of appointment under Internal Revenue Code Section 2041, as amended provided, however, my Agent may make gifts within the limitations of Section 15 (c) above.

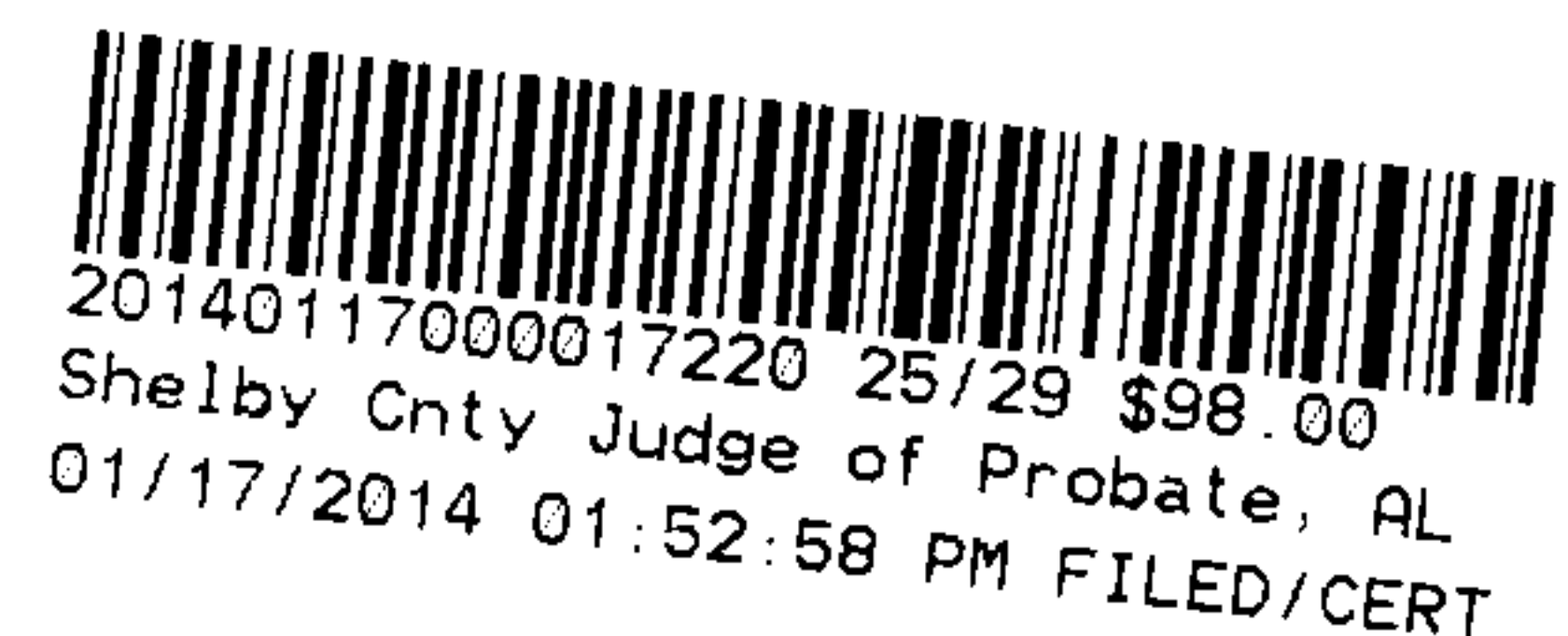
c. Insurance on Life of Agent

To exercise any incident of ownership over any insurance policy that I own and that insures the life of my Agent.

Section 19. Reimbursement for Costs and Expenses

My Agent shall be entitled to reimbursement from my property for expenditures properly made in the execution of any of the powers conferred by me in my Power of Attorney. My Agent shall keep records of any such expenditures and reimbursement.

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Section 20. Additional Powers

In addition to the above-enumerated powers, my Agent shall have full authority, to the extent that a principal can act through an agent, to take all actions that he or she believes necessary, proper, or convenient, to the extent that I could take such actions myself. It is also my intent that this Section be read to provide to my Agent any specific power which my Agent needs to manage my affairs which is not either generally authorized by law or included above. Any person acting in reliance on this Section shall be held harmless from any act by such person.

Article Two - General Provisions

Section 1. Explanation of Power of Attorney for Property Management

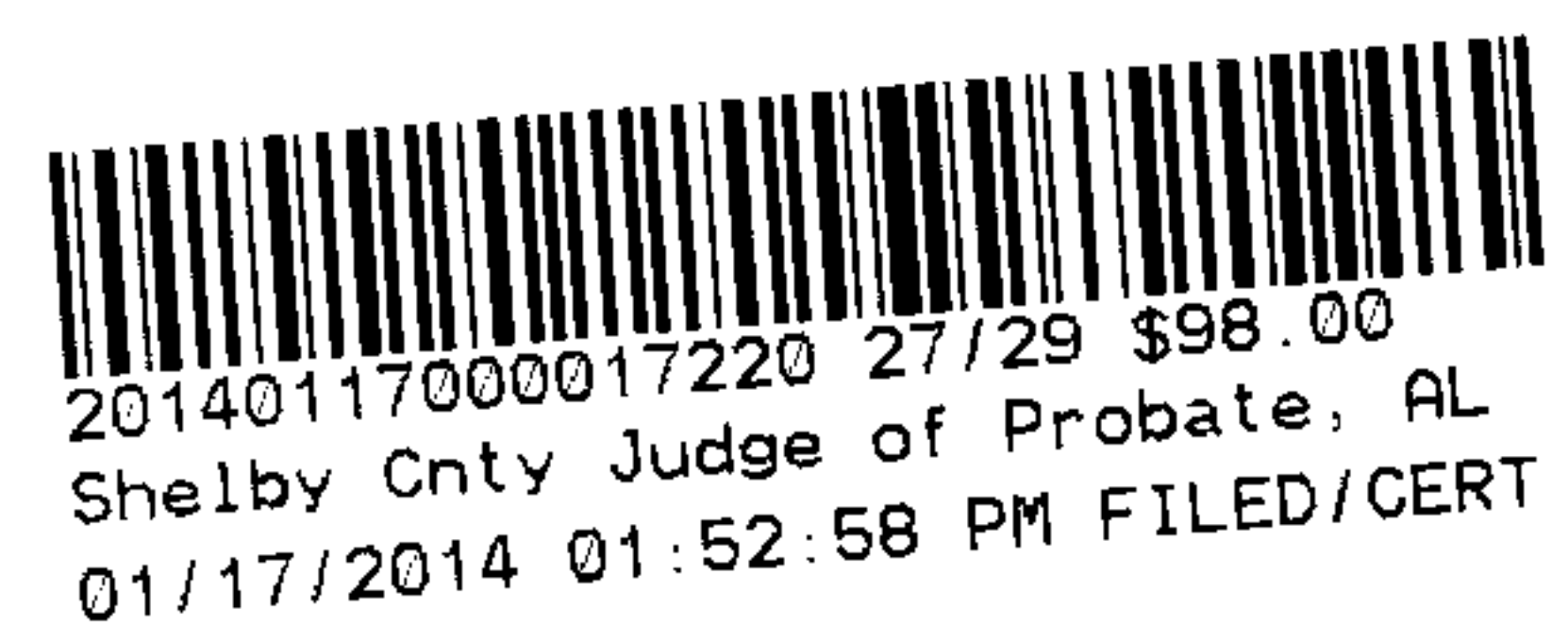
I understand that this Durable Power of Attorney for Property Management is an important legal document. Before I executed this document, my lawyer explained to me the following:

- a. This document provides my Agent with broad powers to dispose of, sell, convey and encumber my real and personal property.
- b. The powers granted in my Power of Attorney will exist for an indefinite period of time unless I limit their duration by the terms herein or revoke the Power of Attorney. I understand the powers granted under my Power of Attorney will continue to exist notwithstanding my subsequent disability or incapacity.
- c. I have the right to revoke or terminate my Power of Attorney at any time.

Section 2. Reliance on the Power of Attorney by Third Parties

To induce third parties to act in accordance with the powers granted to my Agent under my Power of Attorney I represent and warrant that:

- a. If my Power of Attorney is revoked or amended for any reason, I, my estate, my heirs, successors and assigns will hold any third party harmless from any loss suffered or liability incurred by the third party in acting in accordance with this document before the third party's receipt of written notice of termination or amendment.
- b. The powers conferred on my Agent may be exercised only by my Agent and my Agent's signature or act under the authority granted in this document may be accepted by third parties as fully authorized by me and with the same force and effect as if I were personally present, competent and acting on my own behalf.
- c. No person who acts in reliance upon any representation of my Agent as to the scope of my Agent's authority granted under this document shall incur any liability to me, my estate, my heirs, successors or assigns for permitting my Agent to exercise any such power nor shall any person who deals with my Agent be responsible to determine or ensure the proper application of funds or property.



- d. All third parties from whom my Agent may request information regarding my personal affairs or my physical or mental health including medical, dental and hospital records are hereby authorized to provide such information to my Agent without limitation and are released from any legal liability whatsoever to me, my estate, my heirs, successors or assigns for complying with those requests. I authorize in advance all physicians, dentists, psychiatrists and psychologists who have treated me and all other providers of health care including hospitals to release to my Agent all information or photocopies of any records that my Agent may request. If I am able to confirm this authorization at the time of the request third parties may seek such confirmation from me, but this authorization shall not be conditional on that confirmation. Physicians, hospitals and other providers of health care shall treat the request of my Agent as that of a legal representative of an incompetent patient and shall honor that request on that basis. I waive any privilege applicable to such information and records and to any communication pertaining to me and made in the course of a physician-patient or psychiatrist-patient relationship.

Section 3. Ratification

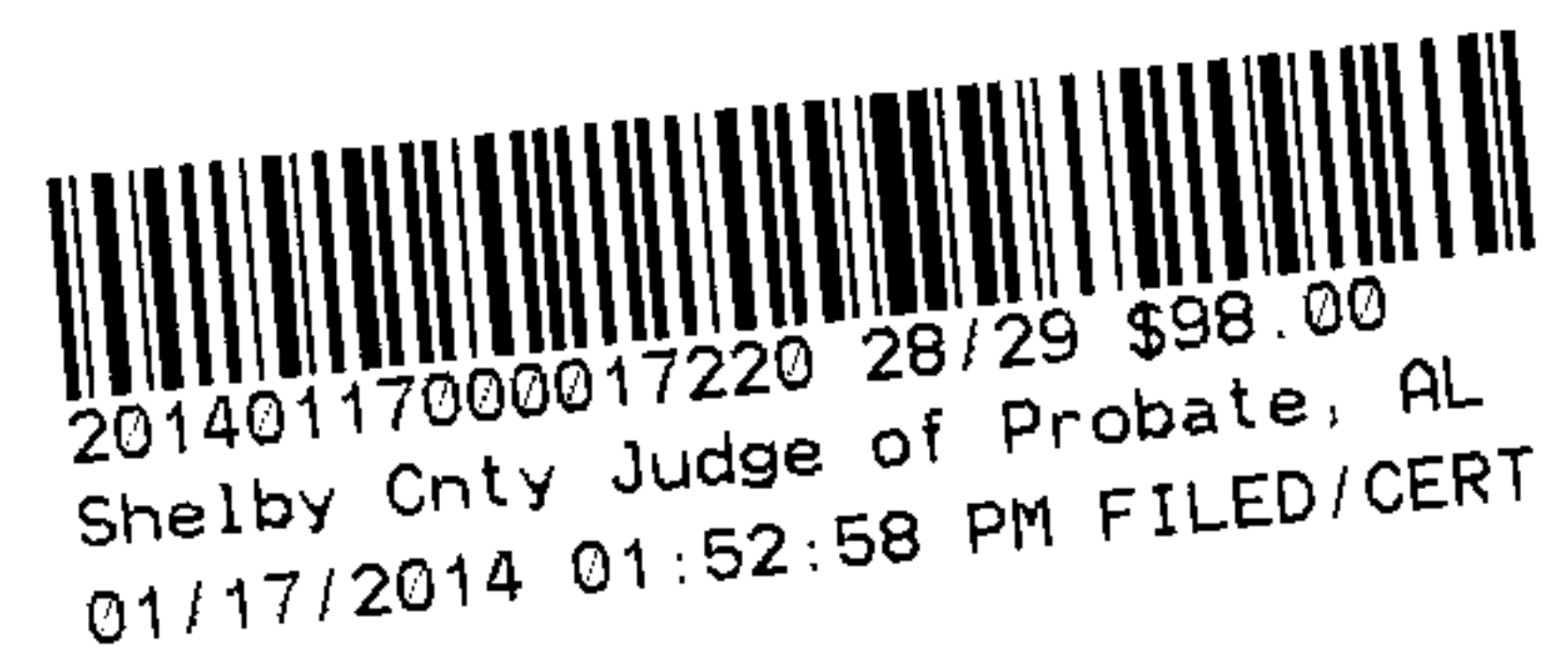
I ratify and confirm all acts of my Agent under the authority granted in my Power of Attorney. All checks or other bills of exchange, drafts, promissory notes and other obligations, stock and bond powers, legal instruments and other documents signed, endorsed, drawn, accepted, made, executed or delivered by my Agent shall bind me, my estate, my heirs, successors and assigns.

Section 4. Exculpation of My Agent

I hold my Agent harmless and release from liability to me or any of my successors in interest for any action taken or not taken by my Agent in good faith, but hold my Agent liable for any willful misconduct or gross negligence.

Section 5. Revocation and Amendment

Except as to any power of attorney for health care and any state statutory form power of attorney which specifically indicates that it is intended to be supplemental to this power, I revoke all prior General Powers of Attorney that I may have executed and I retain the right to revoke or amend this document and to substitute other Attorneys-in-Fact in place of my Agent. Any amendments to this document by me shall be made in writing (not by my Agent) and such amendments shall be attached to the original of this document and recorded in the same county or counties as the original if the original is recorded.



Section 6. Copies

Persons dealing with my Agent may rely fully on a copy of my Power of Attorney.

Section 7. Severability

If for any reason any of the provisions of my Power of Attorney are found to be invalid, such invalidity shall not affect any of the other provisions of my Power of Attorney and all invalid provisions shall be wholly disregarded.

Section 8. Governing Law

All questions pertaining to validity, interpretation and administration of this Power shall be determined in accordance with the laws of the State of Alabama.

This Durable Power of Attorney is executed by me on August 06, 2008, in the County of Jefferson, State of Alabama.

Virginia H Morgan
VIRGINIA H. MORGAN

STATE OF ALABAMA)
COUNTY OF JEFFERSON) SS

I, Jennifer Q. Griffin, a Notary Public in and for said County and State, hereby certify that VIRGINIA H. MORGAN, whose name is signed to the foregoing conveyance and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, she executed the same voluntarily on the day the same bears date.

Given under my hand on this August 06, 2008.

Jennifer Q. Griffin
Notary Public

10/4/2010
My Commission Expires

20140117000017220 29/29 \$98.00
Shelby Cnty Judge of Probate, AL
01/17/2014 01:52:58 PM FILED/CERT

Property Power of Attorney of VIRGINIA H. MORGAN

