

DURABLE POWER OF ATTORNEY

This Power of Attorney authorizes another person (your agent) to make decisions concerning your property for you, the principal. Your agent will be able to make decisions and act with respect to your property (including your money) whether or not you are able to act for yourself. The meaning of authority over subjects listed on this form is explained in the Alabama Uniform Power of Attorney Act, Chapter 1 A, Title 26, Code of Alabama.

This Power of Attorney does not authorize the agent to make health care decisions for you. Such powers are governed by other applicable laws.

You should select someone you trust as your agent. Unless you specify otherwise, generally the agent's authority will continue until you die or revoke the power of attorney or the agent resigns or is unable to act for you.

Your agent is entitled to reimbursement of reasonable expenses and reasonable compensation unless you state otherwise in the Special Instructions.

This form provides for designation of one agent. If you wish to name more than one agent, you may name a co-agent in the Special Instructions. Co-agents are required to act together unless you include that requirement in the Special Instructions.

If your agent is unwilling or unable to act for you, your power of attorney will end, unless you have named a successor agent. You may also name a second successor agent.

This Power of Attorney becomes effective immediately unless you state otherwise in the Special Instructions.

If you have questions about the power of attorney or the authority you are granting to your agent, you should seek legal advice before signing this form.

DESIGNATION OF AGENT

I, **George F. Mandy**, name the following person as my agent to act on my behalf.

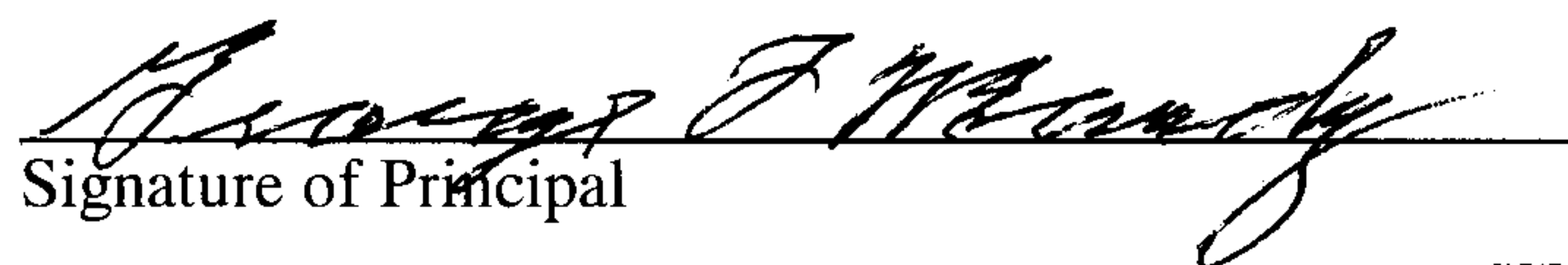
Name of First Agent: Donald E. Mandy

Address of First Agent: 4980 Caldwell Mill Lane
Birmingham, AL 35242

GRANT OF GENERAL AUTHORITY

I grant my agent general authority to act for me with respect to the following subjects as defined in the Alabama Uniform Power of Attorney Act, Chapter 1A, Title 26, Code of Alabama 1975.

If you wish to grant general authority over all of the subjects enumerated in this section, you may SIGN here:


Signature of Principal



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OR

If you wish to grant specific authority over less than all subjects enumerated in this section, you must INITIAL by each subject you want to include in the agent's authority.

_____ Real Property as defined in Section 26-1A-204

_____ Tangible Personal Property as defined in Section 26-1A-205

_____ Stocks and Bonds as defined in Section 26-1A-206

_____ Commodities and Options as defined in Section 26-1A-207

_____ Banks and other Financial Institutions as defined in Section 26-1A-208

_____ Operation of Entity or Business as defined in Section 26-1A-209

_____ Insurance and Annuities as defined in Section 26-1A-210

_____ Estates, Trusts, and other Beneficial Interests as defined in Section 26-1A-

211

_____ Claims and Litigation as defined in Section 26-1A-212

_____ Personal and Family Maintenance

_____ Benefits from Governmental Programs or Civil or Military Service

_____ Retirement Plans

_____ Taxes

_____ Gifts

_____ Authority to make gifts in your discretion of my Attorney-in-Fact

GRANT OF SPECIFIC AUTHORITY

My agent may not do any of the following specific acts for me unless I have initialed the specific authority listed below:


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CAUTION: Granting any of the following will give your agent the authority to take actions that could significantly reduce your property or change how your property is distributed at your death. Initial the specific authority you want to give your agent.

_____ Create, amend, revoke, or terminate an inter vivos trust, by trust or applicable law, with full authority.

_____ Make a gift to which the monetary limitations of Section 26-1A-217 of the Alabama Uniform Power of Attorney Act, but subject to any special instructions in the Power Of Attorney.

_____ Create or change rights of survivorship.

_____ Authorize another person to exercise the authority granted under this Power of Attorney.

_____ Waive the principal's right to be a beneficiary of a joint and survivor annuity, including a survivor benefit under a retirement plan.

_____ Exercise fiduciary powers that the principal has authority to delegate.

LIMITATIONS ON AGENT'S AUTHORITY

An agent that is not my ancestor, spouse, or descendant **MAY NOT** use my property to benefit the agent or a person to whom the agent owes an obligation of support unless I have included that authority in the Special Instructions.

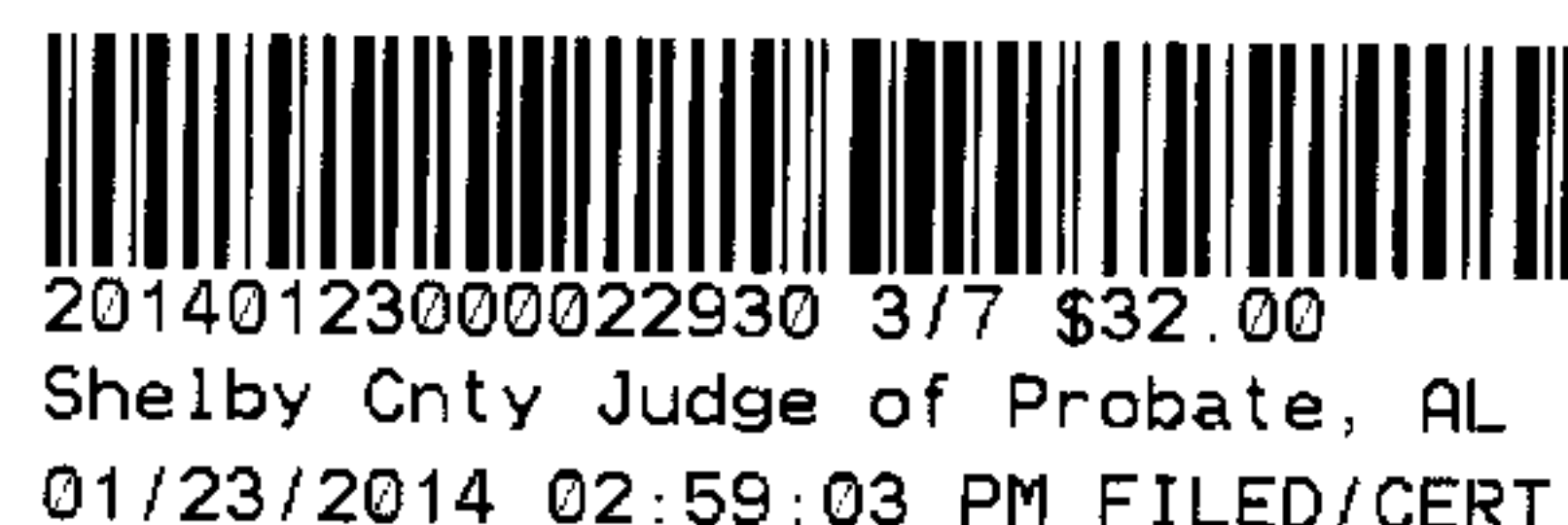
Limitation of Power. Except for any special instructions given herein to the agent to make gifts, the following shall apply:

- (a) Any power or authority granted to my Agent herein shall be limited so as to prevent this Power of Attorney from causing any Agent to be taxed on my income or from causing my assets to be subject to a "general power of appointment" by my Agent as defined in 26 USC § 2041 and 26 USC§ 2514 of the Internal Revenue Code of 1986, as amended.
- (b) My Agent shall have no power of authority whatsoever with respect to any policy of insurance owned by me on the life of my Agent as to which I am trustee.

SPECIAL INSTRUCTIONS (OPTIONAL)

You may give special instructions on the following lines. For your protection, if there are no special instructions write **NONE** in this section.

See Exhibit "A" attached hereto and incorporated herein which refers to an inter vivos trust or revocable trust.



IMPORTANT INFORMATION FOR AGENT

Agent's Duties

When you accept the authority granted under this power of attorney, a special legal relationship is created between you and the principal. This relationship imposes upon you legal duties that continue until you resign or the power of attorney is terminated or revoked. You must:

- (1) do what you know the principal reasonably expects you to do with the principal's property or, if you do not know the principal's expectations, act in the principal's best interest;
- (2) act in good faith;
- (3) do nothing beyond the authority granted in this power of attorney; and
- (4) disclose your identity as an agent whenever you act for the principal by writing or printing the name of the principal and signing your own name as "agent" in the following manner:

(Principal's Name) by (Your Signature) as agent

Unless the Special Instructions in this power of attorney state otherwise, you must also:

- (1) act loyally for the principal's benefit;
- (2) avoid conflicts that would impair your ability to act in the principal's best interest;
- (3) act with care, competence, and diligence;
- (4) keep a record of all receipts, disbursements, and transactions made on behalf of the principal;
- (5) cooperate with any person that has authority to make health care decisions for the principal to do what you know the principal reasonably expects, or, if you do not know the principal's expectations, to act in the principal's best interest;
- (6) attempt to preserve the principal's estate plan if you know the plan and preserving the plan is consistent with the principal's best interest.

Termination of Agent's Authority

You must stop acting on behalf of the principal if you learn of any event that terminates this power of attorney or your authority under this power of attorney.



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Events that terminate a power of attorney or your authority to act under a power of attorney include:

- (1) death of the principal;
- (2) the principal's revocation of the power of attorney or your authority;
- (3) the occurrence of a termination event stated in the power of attorney;
- (4) the purpose of the power of attorney is fully accomplished; or
- (5) if you are married to the principal, a legal action is filed with a court to end your marriage, or for your legal separation, unless the Special instructions in this power of attorney state that such an action will not terminate your authority.

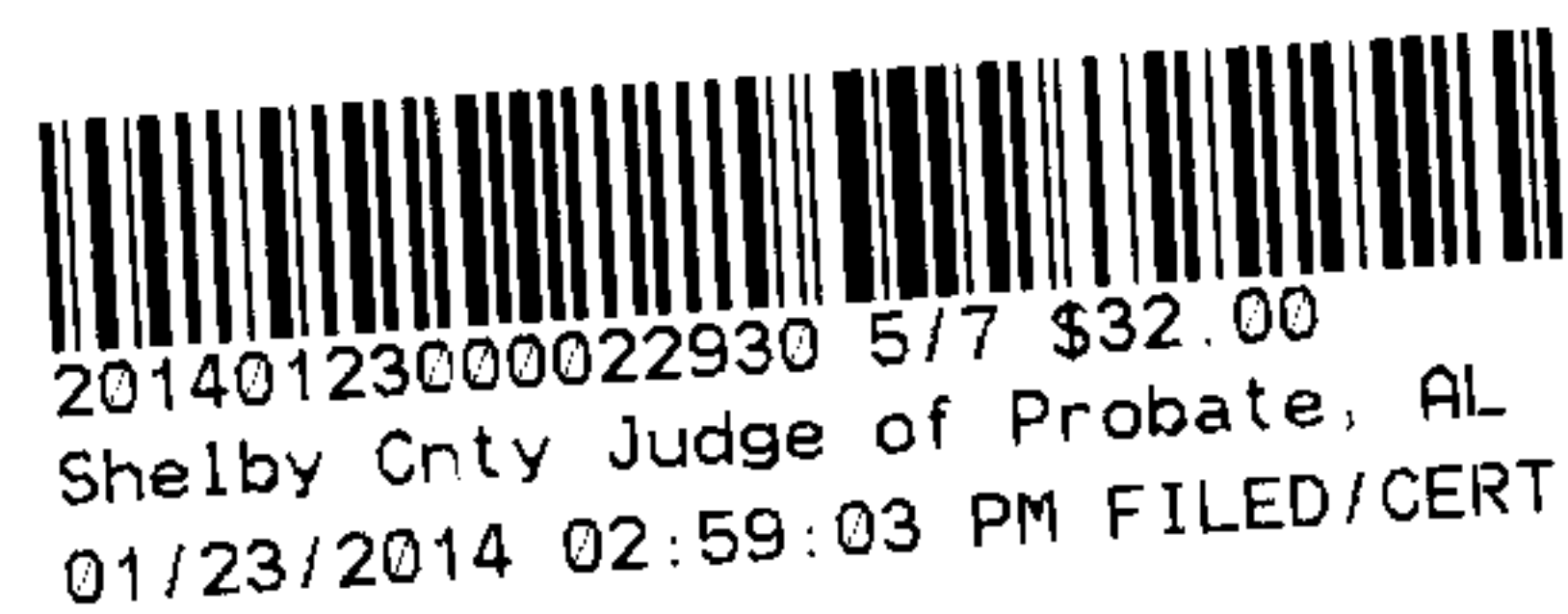
Liability of Agent

The meaning of the authority granted to you is defined in the Alabama Uniform Power of Attorney Act, Chapter 1A, Title 26, Code of Alabama 1975. If you violate the Alabama Uniform Power of Attorney Act, Chapter 1A, Title 26, Code of Alabama 1975, or act outside the authority granted, you may be liable for any damages caused by your violation.

If there is anything about this document or your duties that you do not understand, you should seek legal advice.

Cite as ALA. CODE 26-1A-301 (1975)

History. Act 2011-683, 1.



The Power of Attorney shall not be affected by the lapse of time.

EFFECTIVE DATE

This power of attorney is effective immediately unless I have stated otherwise in the Special instructions.

NOMINATION of [CONSERVATOR OR GUARDIAN] (OPTIONAL)

If it becomes necessary for a court to appoint a [conservator or guardian] of my estate or [guardian] of my person, I nominate the following person(s) for appointment:

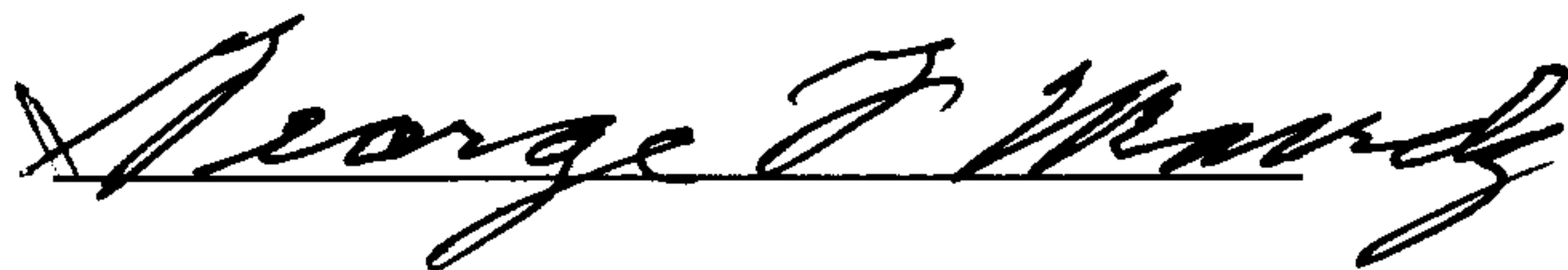
Names of Nominee for [conservator or guardian] of my estate: Donald E. Mandy,
Guardian.

Names of Nominee for [guardian] of my person: Donald E. Mandy, Guardian.

RELIANCE OF THIS POWER OF ATTORNEY

Any person, including my agent, may rely upon the validity of this power of attorney or a copy of it unless that person knows it has terminated or is valid.

SIGNATURE AND ACKNOWLEDGMENT



(Signature of Principal)

Your Signature Date: 1/23/2014

Your Name Printed: George F. Mandy

Your Address: 5224 Overlook Circle
Birmingham, AL 35244

Your Telephone Number: 

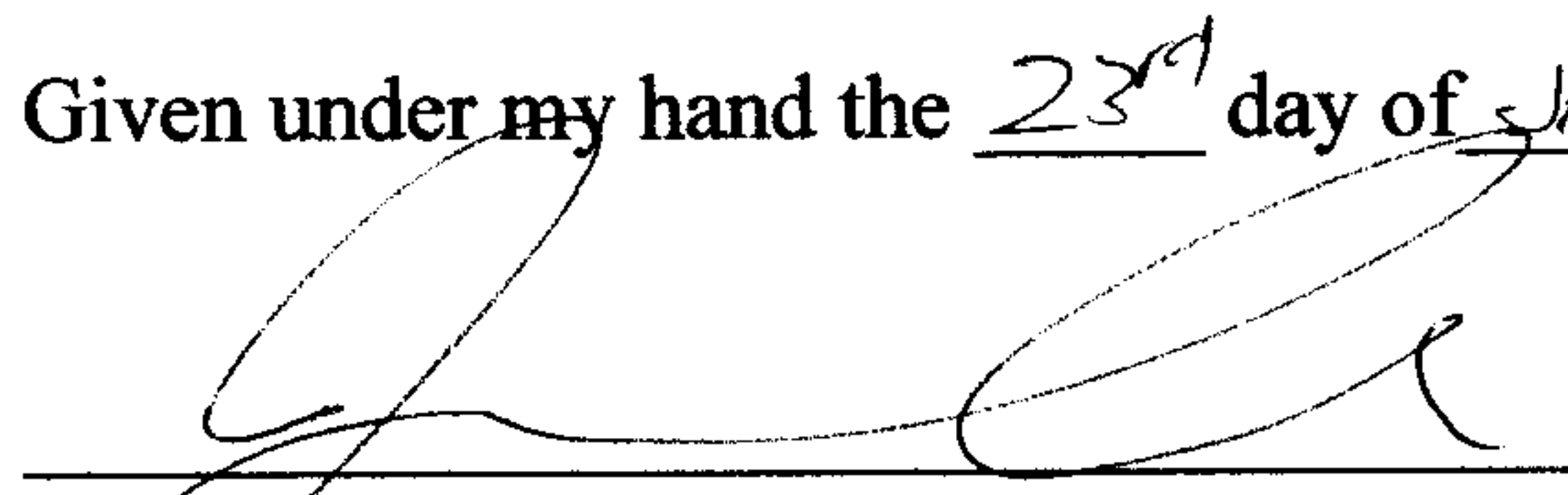

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State of Alabama

JEFFERSON County

I, JANE OLSON, a Notary Public, in and for the County in this State, hereby certify that GEORGE FRANKLIN MANDI, whose name is signed to the foregoing document, and who is known to me, acknowledged before me this day that, being informed of the contents of the document, he executed the same voluntarily on the day the same bears date.

Given under my hand the 23rd day of JANUARY, 2014.



Signature of Notary

My commission expires: _____

This document prepared by:

W. Clyde Harr, III
111 O'Neal Court
Andalusia, AL 36420


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