

GENERAL DURABLE POWER OF ATTORNEY

I, **SHIRLEY MARIE K. KITCHEN**, also known as **MARIE KITCHEN**, the “principal,” residing at 1012 Garnet Drive, Calera, AL 35040, whose social security number is [REDACTED] hereby designate **DEBORAH K. EARLY**, residing at 277 Merrell Beach Road, Shelby, AL 35143, and whose telephone number is [REDACTED] the “agent,” as my attorney-in-fact. I hereby revoke any prior existing powers of attorney.

1. **PURPOSE.** I intend this to be a general power of attorney. I shall specify certain acts which my attorney in fact is authorized to do in my behalf, but this is not intended to limit the generality of this power. I intend that my attorney in fact shall have the power to exercise or perform any act, power, duty, right, or obligation whatsoever that I now have, or may hereafter acquire the legal right, power, or capacity to exercise or perform, in connection with, arising from, or relating to any person, item, transaction, thing, business, property, real or personal, tangible or intangible, or matter whatsoever;

2. **GENERAL GRANT AND POWER.** To exercise or perform any act, power, duty, right or obligation whatsoever that I now have or may hereafter 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.

I grant to my agent full power and authority to do everything necessary in exercising any of the powers herein granted as fully as I might or could do if personally present, with full power of substitution or revocation, hereby ratifying and confirming all that my agent shall lawfully do or cause to be done by virtue of this power of attorney and the powers herein granted.

(a) **Powers of Collection and Payment.** To forgive, request, demand, sue for, recover, collect, receive, hold any such sums of money, debts, dues, commercial paper, checks, drafts, accounts, deposits, legacies, bequests, devises, notes, interests, stock certificates, bonds, dividends, certificates of deposit, mutual funds, annuities, pension, profit sharing, retirement, social security, insurance and other contractual benefits and proceeds, all documents of title, all property, real or personal, tangible or intangible property 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; 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, or my benefit, and in my name, all endorsements, releases, receipts, or other sufficient discharges for the same;

(b) **Power to Acquire and Sell.** To acquire, purchase, exchange, grant options to sell, and sell and convey real or personal property, tangible or intangible, or interests therein, on such terms and conditions as my agent shall deem proper; including any residence owned by me or in which I may have an interest, whether or not my homestead under state law;

(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 hereinafter 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 from savings, checking, money market and any other accounts, acquire and redeem certificates of deposit, in banks, savings and loan associations, credit unions and other institutions, and to 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) **Advisors.** To engage, employ, compensate, and dismiss any agents, clerks, servants, attorneys at law, accountants, investment advisors, custodians, or other persons as my agent shall deem appropriate in the performance of the powers granted my agent in this instrument;

(f) **Motor Vehicles.** To apply for a certificate of title upon, and endorse and transfer thereto, for any automobile, truck, pickup, van, motorcycle, or other vehicle, and to represent in such transfer assignment that the title to said motor vehicle is free and clear of all liens and encumbrances except those specifically set forth in such transfer assignment;

(g) **Business Interests.** To conduct or participate in any lawful business of whatever nature for me and in my name execute partnership agreements and amendments thereto; to enter into buy-sell agreements, incorporate, reorganize, merge, consolidate, recapitalize, sell, liquidate, or dissolve any business; elect or employ officers, directors and agents; carry out the provisions of any agreements for the sale of any business interest or the stock therein; and exercise voting rights with respect to stock, either in person or by proxy, and exercise stock options; and admit new members to or act on my behalf as a member of any limited liability company of which I am a member, unless otherwise prohibited by the Articles of Organization or Operating Agreement of the limited liability company;

(h) **Tax Powers.** To prepare, sign, and file joint or separate income tax returns or declarations of estimated tax for any year or years, and extensions; to prepare, sign and file gift tax returns with respect to gifts made by me for any year or years; to consent to any gift and to utilize any gift-splitting provisions or other tax election as limited by Section 2 (l) hereof; to prepare, sign, and file any claims for refund of any tax; and to settle any tax disputes;

(i) **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 any 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;

(j) **Power of Appointment and Disclaimers.** To exercise, or release Powers of Appointment in whole or part, and to execute a Disclaimer(s) under the Uniform Disclaimers of Property Interests Act (Acts 1981, No. 18 - 156 P. 179 Sec. 1) and reported in Code of Alabama 1975, Section 35-17-1, et seq., in whole or in part the right to receive any portion or interest therein. This right to disclaim can also be allowed under any other statute which might be applicable or additional to the one cited herein;

(k) **Life Insurance.** To continue such policies and other products issued by life insurance companies, as I own, to cash out or cancel them, to change the beneficiary(s) and to purchase more life insurance policies on my life or any other person permissible under the laws of the state wherein that person lives; and to take such actions regarding life insurance to effect an estate plan for me or my spouse as my agent deems appropriate;

(l) **Pledges and Gifts.** To pay my pledges and make such gifts as I have regularly made to charitable organizations described in Section 170(c) of the Internal Revenue Code or corresponding provisions of any subsequent federal tax laws ("Code"), to make gifts to or for the benefit of persons, which qualify for the federal gift tax exclusion, described in Section 2503(b) and (e) of the Code, and to make such gifts as would be sheltered by the principal's unified credit exemption pursuant to Section 2505 of the Code, to or for the benefit of persons;

(m) **Retirement Arrangements.** To make elections, including beneficiary designations and terms of distribution, for tax and other purposes, including, but not limited to, elections for pension plans, retirement and profit sharing plans, individual retirement arrangements (IRA's), annuities, rollovers, voluntary contributions and similar arrangements;

(n) **Trusts.** To fund inter vivos trusts, including creating and transferring property into a trust that is solely for the benefit of a child with a disability, and take such other action as my agent may deem appropriate regarding any trust created by or for me individually or with others, as permitted in such trust document, on terms which my agent shall to his or her belief understand to be my wishes for my estate;

(o) **Litigation Powers.** To settle, continue, pursue or appeal litigation on my behalf.

(p) **Guardian and Conservator.** This power of attorney has been executed with the confident expectation that it will avoid the necessity of appointment of a guardian or conservator for myself. If it is necessary at any time for a court to appoint a conservator for my estate or a guardian of my person or estate, I nominate my attorney in fact to serve as such conservator or guardian;

(q) **Brokerage and Securities Accounts.** To purchase/pay for any financial planning or advice fee arrangement with a financial advisor; with respect to my brokerage and securities accounts (collectively, "brokerage accounts"), to make decisions and transact any business (buy, sell, gift or pledge holdings) with regard to all investment holdings

(including but not limited to stocks, bonds, mutual funds, annuities, life insurance, real estate investment trusts, unit investment trusts, exchange traded funds, and certificates; to effect purchases and sales, to subscribe for and to trade in stocks, bonds, mutual funds, options, rights, and warrants or other securities, domestic or foreign, whether dollar or non-dollar denominated, or limited partnership interests or investments and trust units, whether or not in negotiable form, issued or unissued, foreign exchange, commodities, and contracts relating to same on margin or otherwise for my account and risk (collectively, (“securities”)); to deliver to my broker securities for my account and to instruct my broker to deliver securities from my accounts to my attorney in fact or to others, and in such name and form, including his/her own, as he or she may direct to instruct my broker to make payment of moneys from my accounts with my broker, and to receive and direct payment therefrom payable to him or her or others; to sell, assign, endorse and transfer any stocks, bonds, mutual funds, options, rights and warrants or other securities of any nature, at any time standing in my name and to execute any documents necessary to effectuate the foregoing to receive statements of transactions made for my account(s); to approve and confirm the same, to receive any and all notices, calls for margin, or other demands with reference to my accounts(s); and to make any and all agreements with my broker with reference thereto for me and in my behalf. The power herein shall apply to all my brokerage accounts, of whatever nature, including any money market or other account, in existence at any time; and including all securities held by me at any time;

(r) **Social Security Administration, VA, CMS and Other Agencies.** To make application on my behalf for benefits administered by the Social Security Administration, the Veterans Administration (VA), the Centers for Medicare and Medicaid Services (CMS) (formerly known as the Health Care Financing Administration – HCFA), or any other federal, state or local agency and to receive Social Security, Veterans, Medicare, Medicaid and other benefits on my behalf; and

(s) **Mail.** To enter any mail box which I shall have hired, whether at a United States Post Office or elsewhere, and to surrender the box and terminate the lease at his or her discretion; to sign for any certified or registered mail directed to me, and to execute any order required to forward mail to any location selected by my agent.

(t) **Transactions to Preserve my Estate.** To purchase, sell, mortgage or convey any interest which I may have in any real estate or personal property which I shall own for such consideration as shall be determined adequate by my agent so long as the proceeds of such transaction are necessary for my care or to accomplish any purposes set forth herein, namely the preservation of my estate.

(u) **Qualified Income Trust.** To create, amend, terminate, substitute assets therein and to change trustees in and for any Qualified Income Trust established for my benefit; to irrevocably assign to any Qualified Income Trust created for my benefit any income that shall be paid to me;

(v) **Public Benefits and Alabama Family Trust.** To create an irrevocable trust for my benefit with the Alabama Family Trust, in whatever form my attorney in fact should determine, but in accordance with the rules and regulations of the Alabama Family Trust

and to fund such trust with all or part of my estate as my agent shall determine to be in my best interest; to apply for any public assistance benefits which may be available to me based on my medical and/or financial needs; to appeal any denial of benefits made in my behalf and to request any fair hearings or administrative hearings and present in my behalf any claims and defense which may be necessary to secure said benefits.

(w) **Take Ownership.** To take ownership in my name or in the name of my agent, jointly and/or severally, in any accounts, savings, certificates of deposits, checks, drafts, draws, and the proceeds therefrom.

3. **EXECUTION OF DOCUMENTS.** The agent may execute documents on my behalf as follows: “**SHIRLEY MARIE K. KITCHEN** by **DEBORAH K. EARLY**, her attorney in fact.”

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.

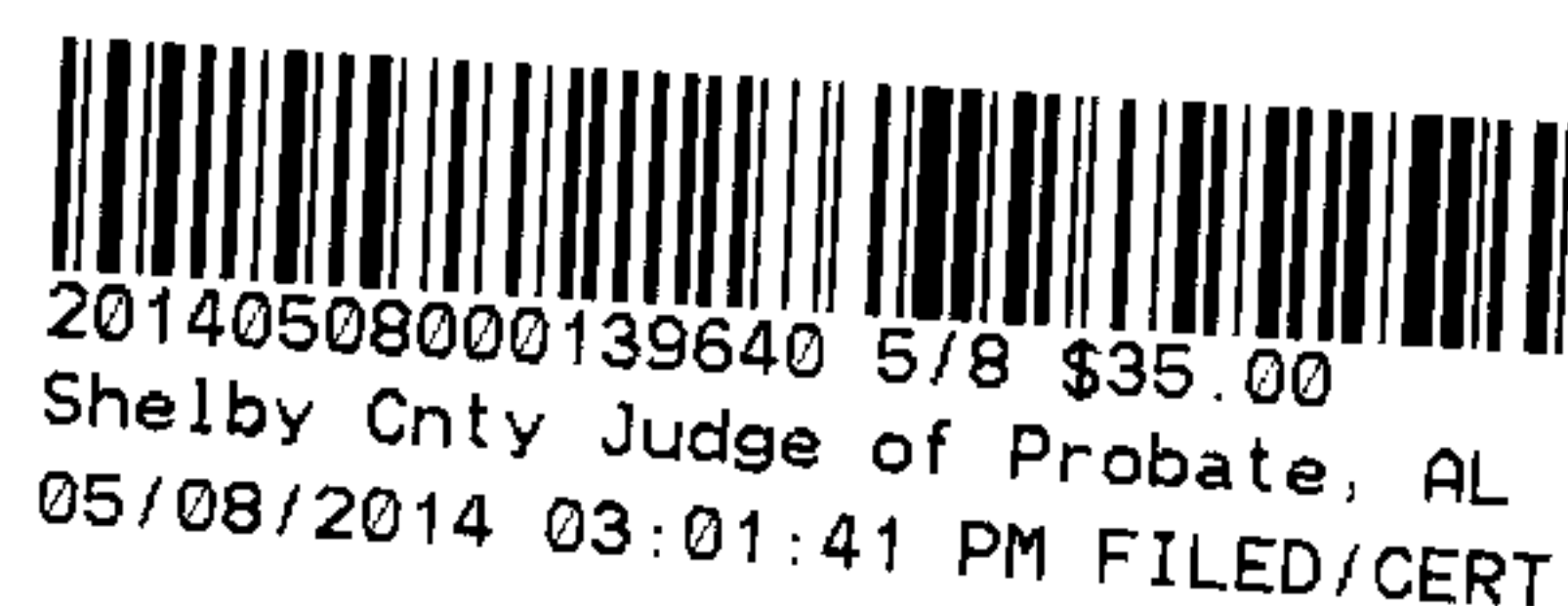
5. **THIRD-PARTY RELIANCE.** To induce any third party to act hereunder, I hereby agree that any third party receiving a duly executed copy or facsimile of this instrument may act hereunder, and that revocation or termination hereof shall be ineffective as to such third party unless and until actual notice or knowledge of such revocation or termination shall have been received by such third party and I for myself, and for my heirs, personal representatives and assigns, hereby agree to indemnify and hold harmless any such third party from and against any and all claims that may arise against such third party by reason of such third party having relied on the provisions of this instrument.

6. **DISABILITY OF PRINCIPAL.** This General Power of Attorney shall not be affected by my subsequent disability or incompetence. In the event that I am in need of a guardian and/or conservator to care for me and/or my property, I direct that my agent be my guardian and, if necessary, my conservator, and that, to the extent that such requirements can be legally waived, that the conservator not be required to furnish bond or other security, or be required to file an inventory or appraisal, or account to any court.

7. **MEDICAL ATTENTION & ACCESS TO ALL RECORDS.**

(a) I specifically authorize my agent to provide medical attention and services for me including choice of a physician; choice of a hospital or nursing home or other facility; the unrestricted power to determine upon the advice of a physician whether I am in need of surgery, and at the sole discretion of my agent to authorize or withhold such surgery; and also to provide such other care, comfort, maintenance and support as my agent may determine.

(b) I have executed or will execute an Advance Directive for Health Care (“Living



Will"). If my Living Will or subsequent Living Wills are in effect at any time, I direct that any Living Will supersede any authority granted to my agent under this instrument concerning the matters addressed in my Living Will.

(c) I specifically authorize my agent to request and obtain access to any and all records from whatever source and in whatever form concerning my health, physical or mental condition, any medications, procedures, surgeries, course of treatment, billing, insurance, and any other information whatsoever regarding any information that may be covered by the Health Insurance Portability and Accountability Act of 1996 (HIPAA), and the regulations thereunder, as the same may be amended from time to time. I further authorize my agent to discuss and negotiate, in person or by telephone, facsimile, electronic mail, letter or any other form of communication on my behalf any issues or other matters whatsoever arising out of any of the information obtained pursuant to the foregoing sentence.

8. **SUBSTITUTE AGENT.** If **DEBORAH K. EARLY** ceases to act as my agent for any reason, I appoint **JOHN R. KITCHEN, JR.**, residing at 302 Tanglewood Circle, Alabaster, AL 35007, as my replacement attorney-in-fact and agent. His telephone number is (205) 664-5291.

9. **LIMITATIONS.** Any authority granted to my attorney-in-fact in this instrument shall be limited so as to prevent this General Durable Power of Attorney from causing my agent to be taxed on my income or from causing my assets to be subject to a general power of appointment by my attorney-in-fact as that term is defined in Section 2041 of the Internal Revenue Code of 1986, as amended, or any successor provision.

10. **POWER NOT AFFECTED BY TIME.** This Power of Attorney shall not expire or become stale upon the passage of time but is intended to continue in force until revoked by me. If a guardian or conservator should be appointed with authority to deal with my property, the power granted to my attorney in fact under this instrument shall terminate.

11. **USE OF PHOTOGRAPHIC, E-MAILED OR SCANNED COPY.** I hereby authorize the use of a photographic or scanned copy or copy sent by electronic mail of this Durable Power of Attorney, in lieu of the original document executed by me, for the purpose of effectuating the terms and provisions hereof.

12. **DUTIES OF ATTORNEY-IN-FACT TO PRINCIPAL.** My attorney-in-fact shall have the following duties to me:

- a. To act in all matters as a fiduciary, solely for my benefit and best interest;
- b. To not act except as authorized;
- c. To not co-mingle my resources with his or her personal resources;
- d. To keep and render an accounting to me or to any member of my immediate family;
- e. By accepting these duties, my attorney-in-fact understands that he or she is acting as

a fiduciary and as such has a responsibility to act prudently in my best interest, to keep careful records and accounts of his or her acts and doings;

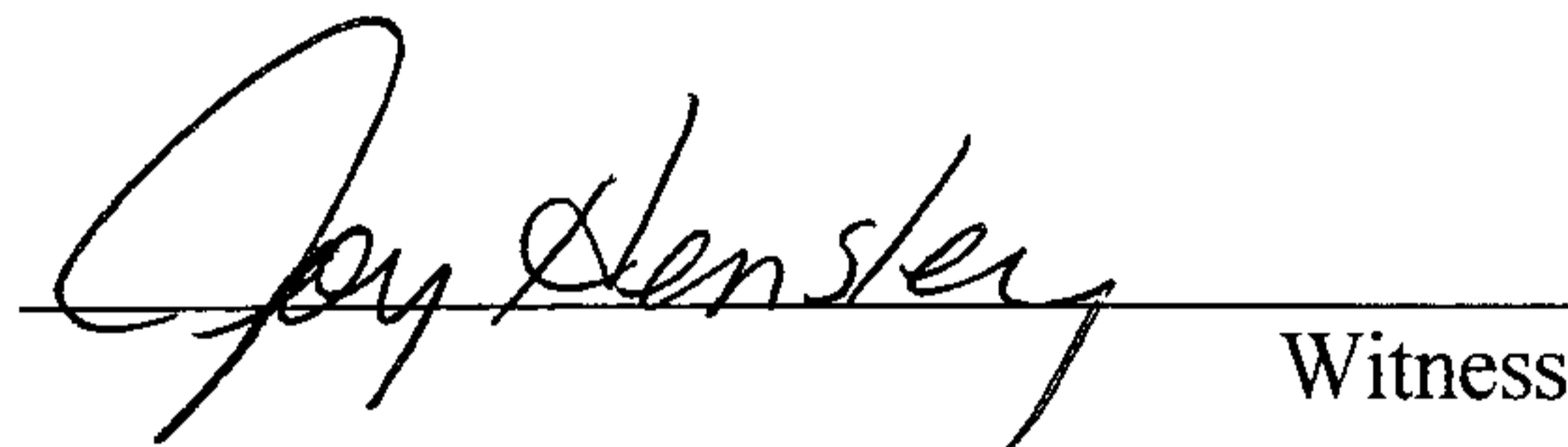
f. Nothing contained herein shall prevent my attorney-in-fact from exercising the gifting power in this instrument in his or her favor.

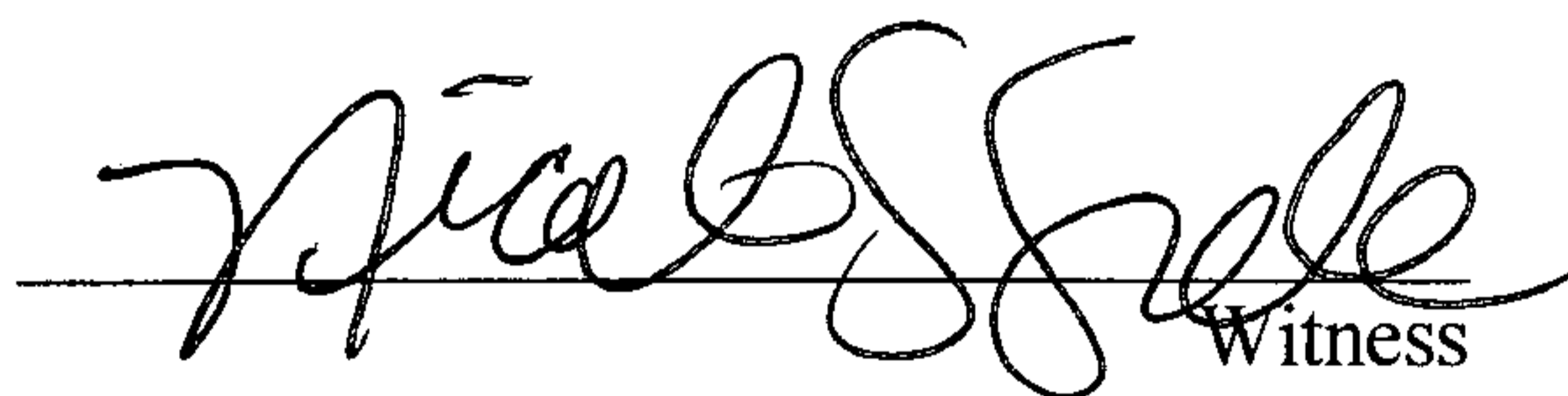
13. **COMPENSATION OF ATTORNEY-IN-FACT.** My attorney in fact may pay himself or herself reasonable hourly compensation for services rendered, to include reimbursement for out of pocket expenses and payment for time expended on my behalf. My attorney-in-fact shall keep written records of his or her time expended and his or her out of pocket expenses and shall render an account if required. My attorney-in-fact may waive any or all compensation.


IN WITNESS WHEREOF, I have executed this General Durable Power of Attorney, this 1st day of ~~June~~ ^{July} 2008, and I have directed that photographic copies of this power shall have the same force and effect as an original.


SHIRLEY MARIE K. KITCHEN

Attested and subscribed in the presence of the principal and subsequent to the principal.


Witness


Witness


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Shelby Cnty Judge of Probate, AL
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STATE OF ALABAMA)

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JEFFERSON COUNTY

Before me, the undersigned, a Notary Public in and for said State and County, personally appeared **SHIRLEY MARIE K. KITCHEN**, an individual who is known to me, whose name is signed to the foregoing instrument and acknowledged before me on this day that being informed of the contents of the instrument, the individual executed the same voluntarily.

Given under my hand and official seal, this the 1st day of July, 2008.


Tonya Kennedy

Notary Public

My commission expires: _____

TONYA KENNEDY
Notary Public, Alabama State At Large
My Commission Expires Dec. 13, 2009

This document was prepared by
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