

RECORDER'S MEMORANDUM
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**DURABLE POWER OF ATTORNEY
OF**

CLAUDEAN A. DAVIS

ARTICLE I

INTRODUCTION

Introductory Provision. I, Claudean A. Davis, as principal (the "Principal") have this day appointed my son, W. K. Patterson, to serve as my agent ("Agent") and to exercise the powers and discretions set forth below. In addition, to provide for succession in the event that my Agent cannot serve or continue to serve, I appoint the following person to serve as alternate to my Agent named above and who shall serve in the order specified below:

First Alternate: Katherine Patterson, daughter

Statement of Intent to Create Durable Power of Attorney Under State Statute. By this instrument I intend to create a Durable Power of Attorney under Alabama law and hereby revoke all powers of attorney heretofore made by me.

Agent Authorization. All persons named as Agents or Alternate Agents herein, who have succeeded to the office of Agent, are granted the powers and discretions described in the following provisions.

Delegation of All Powers Lawful to Delegate. I herewith delegate to my Agent each and every power that I may lawfully delegate, subject only to those limitations specifically set forth in this instrument.

ARTICLE II

ASSET POWERS

Introduction. My Agent is authorized in my Agent's sole and absolute discretion from time to time and at any time, with respect to any and all of my property and interests in property, real, personal, intangible and mixed, as follows:

(1) **Power to Sell.** My Agent is authorized to sell any and every kind of property that I may own now or hereafter acquire, real, personal, intangible and/or mixed, "on such terms and conditions and security as my Agent shall deem appropriate and to grant options with respect to sales thereof.

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- (2) **Power to Buy.** My Agent is authorized to buy every kind of property, real, personal, intangible and/or mixed, on such terms and conditions as my Agent shall deem appropriate.
- (3) **Power to Invest.** My Agent is authorized to invest and reinvest all or any part of my property in any property or interests, including undivided interests, in property, real, personal, intangible and/or mixed, wherever located.
- (4) **Power to Manage Real Property.** With respect to real property, including but not limited to any real property I may hereafter acquire or receive and my personal residence, my Agent is authorized to lease, sublease, release; to eject and remove tenants or other persons. My Agent is authorized to mortgage and/or convey by deed of trust or otherwise encumber any real property now or hereafter owned by me, whether acquired by me or for me by my Agent.
- (5) **Power to Manage Personal Property.** With respect to personal property, my Agent is authorized to buy, collect, receive, manage, lease, protect, insure, alter, improve, mortgage, pledge, sell or transfer any such personal property, whether owned currently or hereinafter acquired by me.
- (6) **Power to Operate Businesses.** My Agent is authorized to continue the operation of any business, corporation, partnership, limited liability company, proprietorship, or other entity owned by me, including all things relating to the management, operation, financing, and sale of any such business.
- (7) **Power to Exercise Rights in Securities.** My Agent is authorized to exercise all rights with respect to corporate securities which I now own or may hereafter acquire.
- (8) **Power to Demand and Receive.** My Agent is authorized to demand, arbitrate, settle, sue for, collect, receive, deposit, expend for my benefit, reinvest or make such other appropriate disposition of as my Agent deems appropriate, all cash, rights to the payment of cash, property, real, personal, intangible and/or mixed, debts, dues rights, accounts, legacies, bequests, devises, dividends, annuities, rights and/or benefits to which I am now or may in the future become entitled.
- (9) **Power to Exercise Elective Share Rights.** My Agent is authorized to elect to take against any will and conveyances of my deceased spouse and/or any other person, if appropriate, and to retain any property which I have the right to elect to retain, as my Agent deems appropriate.
- (10) **Power With Respect to Employment Benefits.** My Agent is authorized to create and contribute to an employee benefit plan for my benefit; to elect my retirement; to select any payment option; to make voluntary contributions; to make "roll-overs" plan benefits into other retirement plans; to apply for and receive payments and benefits; to waive rights given to non-employee spouses under state or federal law; to borrow money and purchase assets from such plans; to make and change beneficiary designations; and to consent and/or waive consent connection with the designation of beneficiaries.

(11) **Power With Respect to Bank Accounts.** My Agent is authorized to establish accounts of all kinds, including checking and savings, for me with financial institutions of any kind, including but not limited to banks and thrift institutions; to make deposits to and write checks on or make withdrawals from and grant security interests in all accounts in my name or with respect to which I am authorized signatory; to negotiate, endorse or transfer any checks or other instruments with respect to any such accounts; and to contract for any services rendered by any bank or financial institution.

(12) **Power With Respect to Safe-Deposit Boxes.** My Agent is authorized to contract with any institution for the maintenance of a safe-deposit box; to have access to all safe-deposit boxes in my name or with respect to which I am a signatory; to add to and remove from the contents of any such safe deposit box; and to terminate box leases.

(13) **Power With Respect to Legal and Other Actions.** My Agent is authorized to institute, supervise, prosecute, defend, intervene in, abandon, compromise, arbitrate, settle, dismiss, and appeal from any and all legal, equitable, judicial or administrative hearings, actions, suits, proceedings, attachments, arrests or distresses, involving me in any way.

(14) **Power to Manage Membership Plans and Accounts.** My Agent is authorized to open, manage, use, transfer, gift, and close on my behalf membership plans and accounts.

(15) **Power to Borrow Money.** My Agent is authorized to borrow money from any lender for my account on such terms and conditions and security as my Agent shall deem appropriate; and to borrow money on any life insurance policies owned by me on my life.

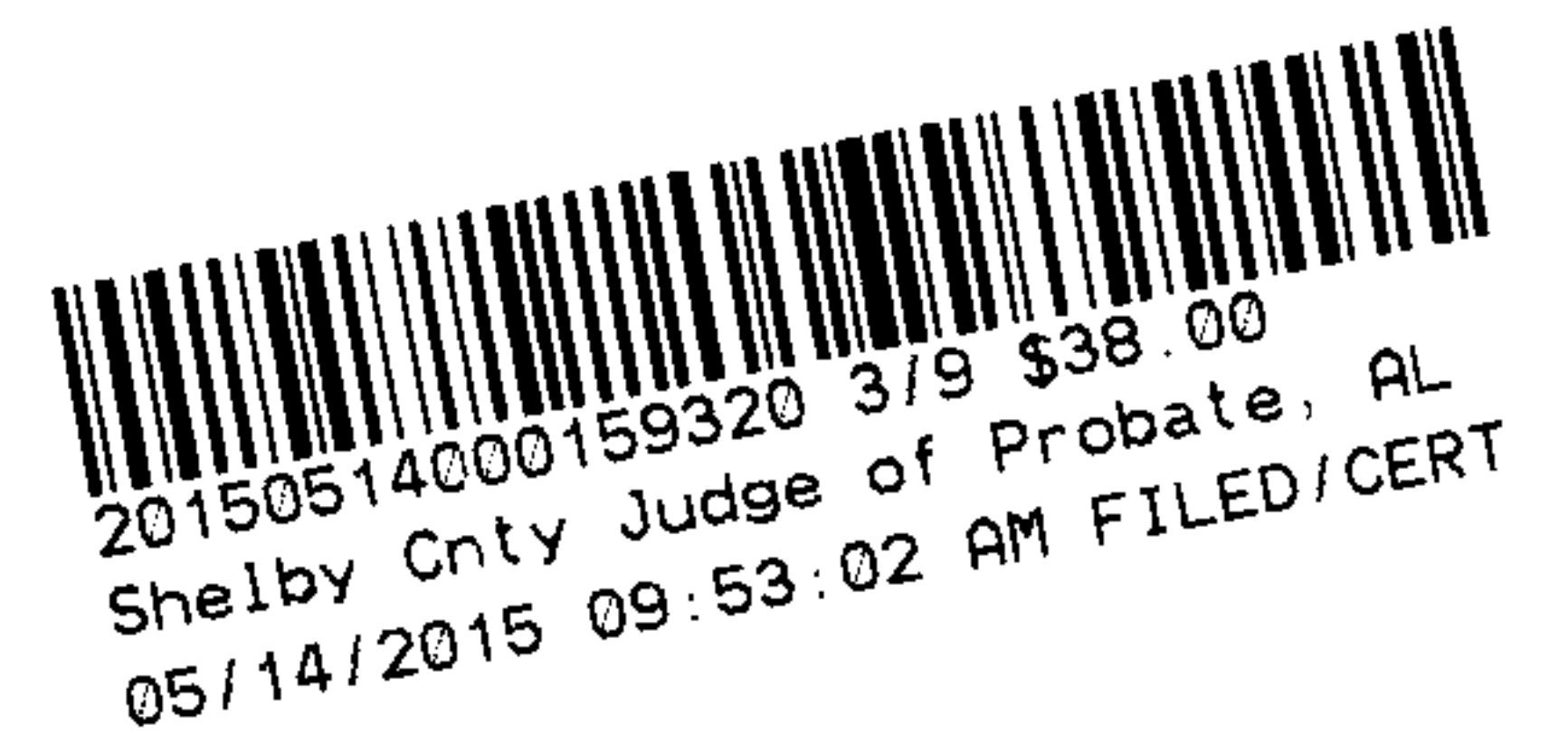
(16) **Power to Fund Trusts Created by the Principal.** My Agent is authorized to transfer from time to time and at any time to the trustee or trustees of any revocable trust agreement created by me before or after the execution of this instrument any and all of my cash, real or personal property of all kinds, or interests in property.

(17) **Power to Withdraw Funds From Trusts.** My Agent is authorized to request, withdraw, and/or receive the corpus of any trust over which I may have a right of withdrawal and to exercise or let lapse any power of withdrawal.

(18) **Power to Renounce and Resign From Fiduciary Positions.** My Agent is authorized to renounce any fiduciary position to which I have been or may be appointed or elected, and any office or position to which I have been or may be elected or appointed; to resign any such positions; to file an accounting with a court of competent jurisdiction or settle on an informal method as my Agent shall deem appropriate.

(19) **Power to Disclaim; Renounce, Release, or Abandon Property Interests.** My Agent is authorized to renounce, disclaim, release, or abandon any property or interest in property or powers to which for any reason and by any means I may become entitled, whether by gift, testate or intestate succession, including the right to alter, amend, revoke, or terminate, and to exercise any right to claim an elective share in any estate or under any will.

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(20) **Power With Respect to Insurance.** My Agent is authorized to purchase, maintain, surrender, collect, or cancel life insurance or annuities, hospital insurance, medical insurance, Medicare supplement insurance, custodial care insurance, and disability income insurance for me or any of my dependents, and liability insurance on assets of mine against loss or damage.

(21) **Power With Respect to Taxes.** My Agent is authorized to represent me in all tax matters; to prepare, sign, and file federal, state, and/or local income, gift and other tax returns of all kinds, and any power of attorney form appointing an agent required by the Internal Revenue Service and/or any state and/or local taxing authority.

(22) **Power to Oversee Qualified State Tuition Plans.** My Agent is authorized to create, fund, modify, and terminate one or more qualified state tuition plans created under section 529 of the Internal Revenue Code.

(23) **Power to Make Gifts.** My Agent is authorized to make gifts or other transfers without consideration either outright or in trust (including the forgiveness of indebtedness and the completion of any charitable pledges I may have made) to such person or organization as my Agent shall select; to consent to the splitting of gifts under Section 2513 of the Internal Revenue Code; to pay any gift tax that may arise by reason of such gift. PROVIDED, however, that if this Power of Attorney shall permit an Agent to make gifts to a group of individuals, which includes the Agent, the amount of such gift; to the Agent shall be limited to the greater of Five Thousand Dollars (\$5,000.00) or Five Percent (5%) of the aggregate value of the Principal's assets effected by this Power of Attorney as of the date of the gift.

(24) **Power to Provide Support to Others.** My Agent is authorized to support and/or continue to support any person whom I have undertaken to support or to whom I may owe an obligation of support, in the same manner and in accordance with the same standard of living as I may have provided in the past; provided, however, that if at any time that my Agent shall act under this clause I am legally separated or divorced from my spouse, any support provided to such spouse by my Agent shall be limited to such support as may be required by law.

(25) **Power to Make Loans.** My Agent is authorized to lend, renew or extend money and property at such interest rate, if any, and on such terms and conditions, and with such security, if any, as my Agent may deem appropriate.

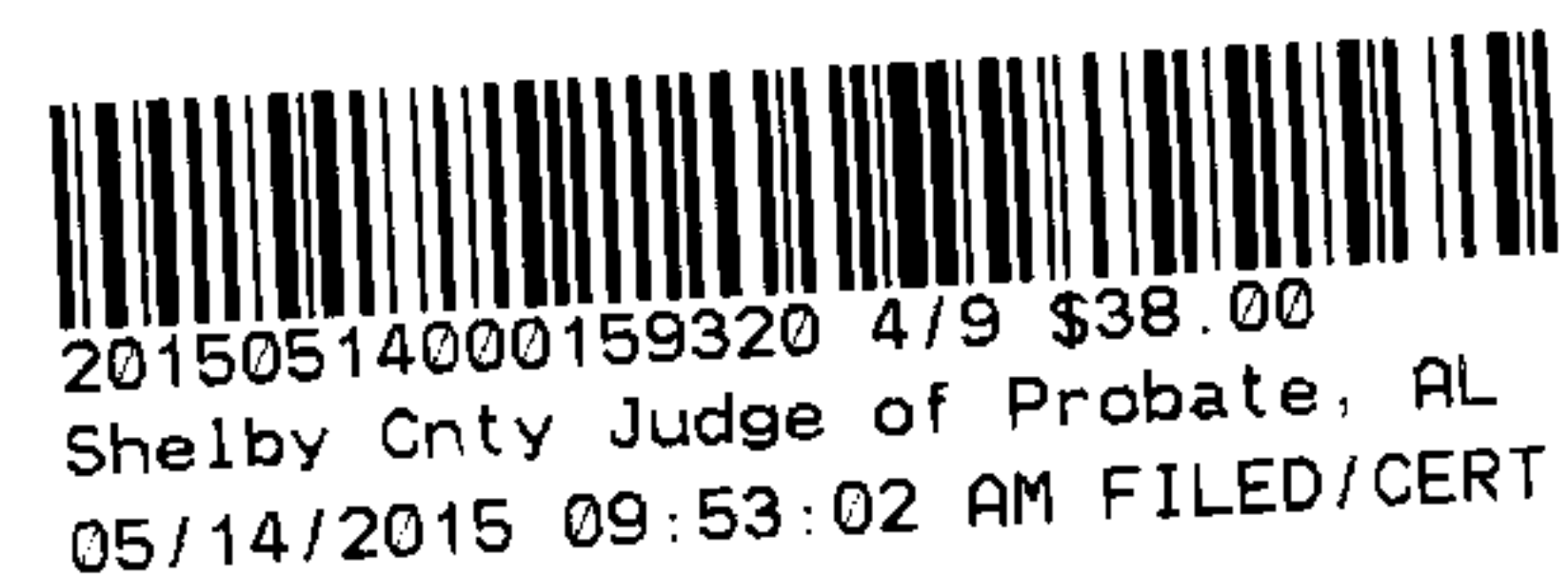
ARTICLE III

CARE AND CONTROL OF THE PERSON

Introduction. My Agent is authorized in my Agent's sole and absolute discretion from time to time and at any time, with respect to the control and management of my person, as follows:

(I) **Power to Provide for Principal's Support.** My Agent is authorized to do all acts necessary for maintaining my customary standard of living, to provide a place of residence, to

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provide normal domestic help, and to provide clothing, transportation, medicine, food, health care, custodial care, and incidentals, as my Agent shall deem appropriate.

(2) **Power to Provide for Personal Care.** My Agent may make all decisions related to my personal care, including but not limited to, providing for my food and clothing, transportation, recreation, entertainment, and other activities of daily life.

(3) **Power to Make Advance Funeral Arrangements.** My Agent may make advance arrangements for my funeral and burial, including the purchase of a burial plot and marker, and such other related arrangements as my Agent shall deem appropriate; if I have not previously done so myself.

(4) **Power to Change Domicile.** My Agent is authorized to establish a new residency or domicile for me, as my Agent shall deem appropriate.

(5) **Designation of Agent as HIPAA Personal Representative.** This Durable Power of Attorney authorizes my Agent to act on my behalf pertaining to me and my property. Some of these decisions also deal with decisions that relate to my health and health care matters. I therefore grant and confirm that my Agent also shall be treated as a "personal representative" under the Health Insurance Portability and Accountability Act of 1996 and its regulations (including 45 C.F.R. § 164.502(g)(2)) for all purposes relating to my "protected health information." My Agent is authorized to request and receive all "protected health information" and all other types of my medical records and information from my doctors, hospitals, and any other medical facility or provider.

(6) **Healthcare Proxy.** To act as my health care proxy pursuant to § 22-8A-4, Code of Alabama, 1975. If my attending physician determines that I am no longer able to give directions to my health care providers regarding my medical treatment, I direct my attending physician and/or other health care providers to follow the instructions of my attorney/health care proxy appointed herein. My attorney/health care proxy is authorized to make whatever medical treatment decisions I could make if I were able, including decisions regarding the withholding or withdrawing of life-sustaining treatment. I specifically authorize my attorney/health care proxy to make decisions regarding whether artificially provided nutrition and/or hydration be withheld or withdrawn. As used in the subsection, the following terms have the following definitions: (a) artificially provided nutrition and hydration: A medical treatment consisting of the administration of food and water through a tube or intravenous line, where I am not required to chew or swallow voluntarily; (b) life-sustaining treatment: Any medical treatment, procedure, or intervention that, in the judgment of the attending physician, when applied to me, would serve only to prolong the dying process where I have a terminal illness or injury, or would serve only to maintain me in a condition of permanent unconsciousness. These procedures shall include, but are not limited to, assisted ventilation, cardiopulmonary resuscitation, renal dialysis, surgical procedures, blood transfusions, and the administration of drugs and antibiotics. Life-sustaining treatment shall not include the administration of medication or the performance of any medical treatment where, in the opinion of the attending physician, the medication or treatment is necessary to provide comfort or to alleviate pain; (c) permanent unconsciousness: A condition that, to a reasonable degree of medical certainty: (1) will last permanently, without improvement;

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and (3) which condition has existed for a period of time sufficient, in accordance with applicable professional standards, to make such a diagnosis; and (4) which condition is confirmed by a physician who is qualified and experienced in making such a diagnosis; and (d) terminally ill or injured patient: A patient whose death is imminent or whose condition, to a reasonable degree of medical certainty, is hopeless unless he or she is artificially supported through the use of life-sustaining procedures. I understand the full import of this subsection and I am emotionally and mentally competent to appoint my attorney/health care proxy with the powers granted herein. If the decisions made by my attorney/health care proxy conflict with the instructions in my living will, I direct that the instructions in my living will be followed.

ARTICLE IV

INCIDENTAL POWERS

In connection with the exercise of the powers herein described, my Agent is fully authorized and empowered to perform any acts and to execute and deliver any documents, instruments, affidavits, certificates and papers necessary or appropriate to such exercise or exercises.

(1) **Resort to Courts.** My Agent is authorized to seek on my behalf and at my expense a declaratory judgment, mandatory injunction, or suit for damages from any court of competent jurisdiction.

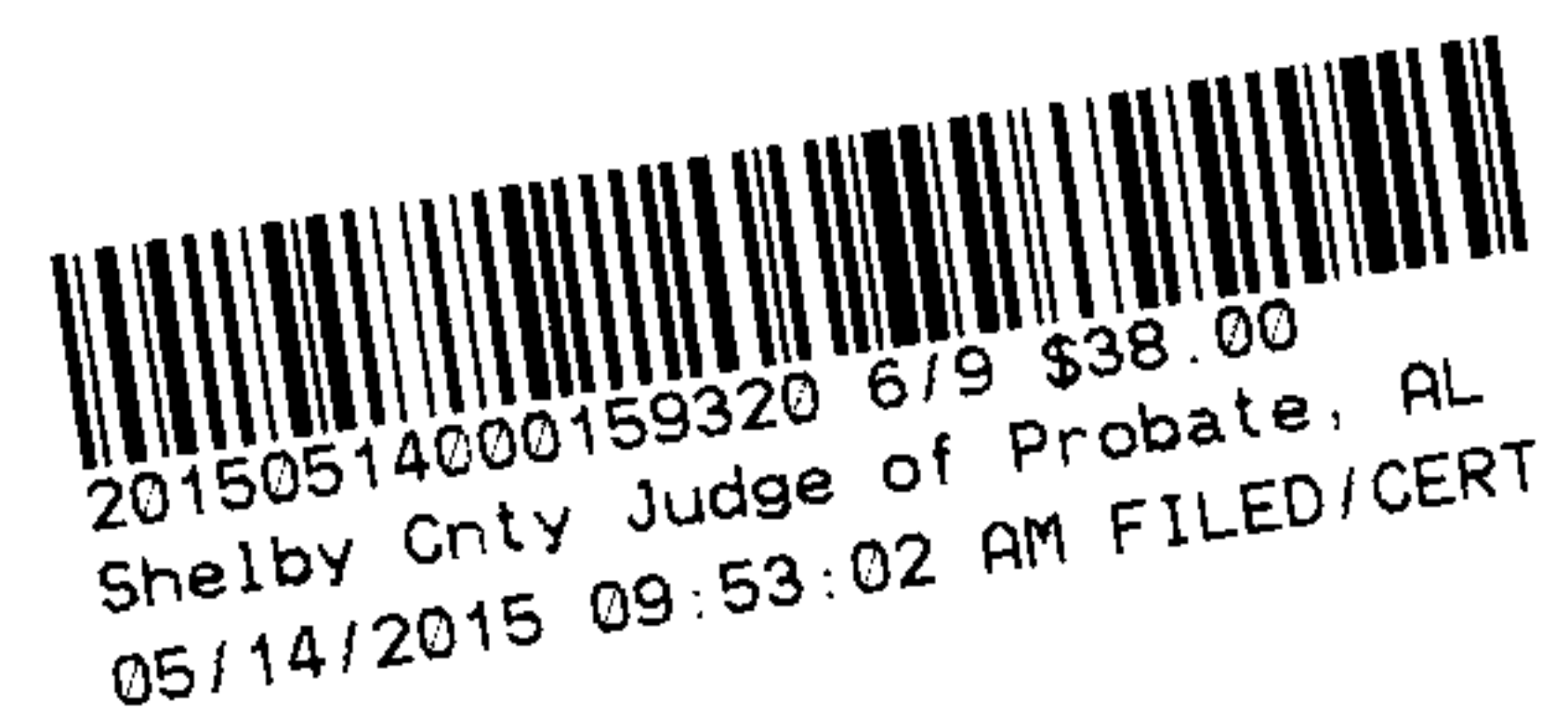
(2) **Hire and Fire any Personnel.** My Agent is Authorized to employ, compensate, and discharge such domestic, health care, and professional personnel including lawyers, accountants, doctors, nurses, brokers, financial consultants, advisors, consultants, companions, servants, and employees as my Agent deems appropriate.

(3) **Sign Documents and Incur Costs in Implementing the Agent's Instructions.** My Agent is authorized to sign, execute, endorse, seal, acknowledge, deliver, and file or record instruments and documents appropriate to effectuate the powers delegated herein; to incur costs on my behalf and to promptly pay such costs, and to expend my funds and to liquidate my property or to borrow money to produce such funds needed.

(4) **Power to Do Miscellaneous Acts.** My Agent is authorized to open, read, respond to, and redirect my mail; to represent me before the U.S. Postal Service; to establish, cancel, continue, or initiate my membership in organizations and associations; to take and give or deny custody of all of my important documents; to execute documents on my behalf; and to house or provide for housing, support, and maintenance of any animals that I may own or to transfer such animals to some person or persons willing to care for them.

ARTICLE V

THIRD PARTY RELIANCE



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Third Party Reliance. Third parties may rely upon the representations of my Agent as to all matters relating to any power granted to my Agent, and no person who may act in reliance upon the representations of my Agent or the authority granted to my Agent shall incur any liability to me or my estate as a result of permitting my Agent to exercise any power.

ARTICLE VI

DURABILITY PROVISION

Immediate Power. This power of attorney shall not be affected by my subsequent disability or incapacity, or lapse of time.

ARTICLE VII

ADMINISTRATIVE PROVISIONS

Introduction. The following provisions shall apply:

- (1) **Reimbursement of Expenses but No Compensation for Agent.** My Agent shall not be entitled to compensation for services rendered hereunder but shall be entitled to reimbursement for all reasonable costs and expenses, including reasonable attorney's fees, actually incurred and paid by my Agent on my behalf at any time under any provision of this instrument.

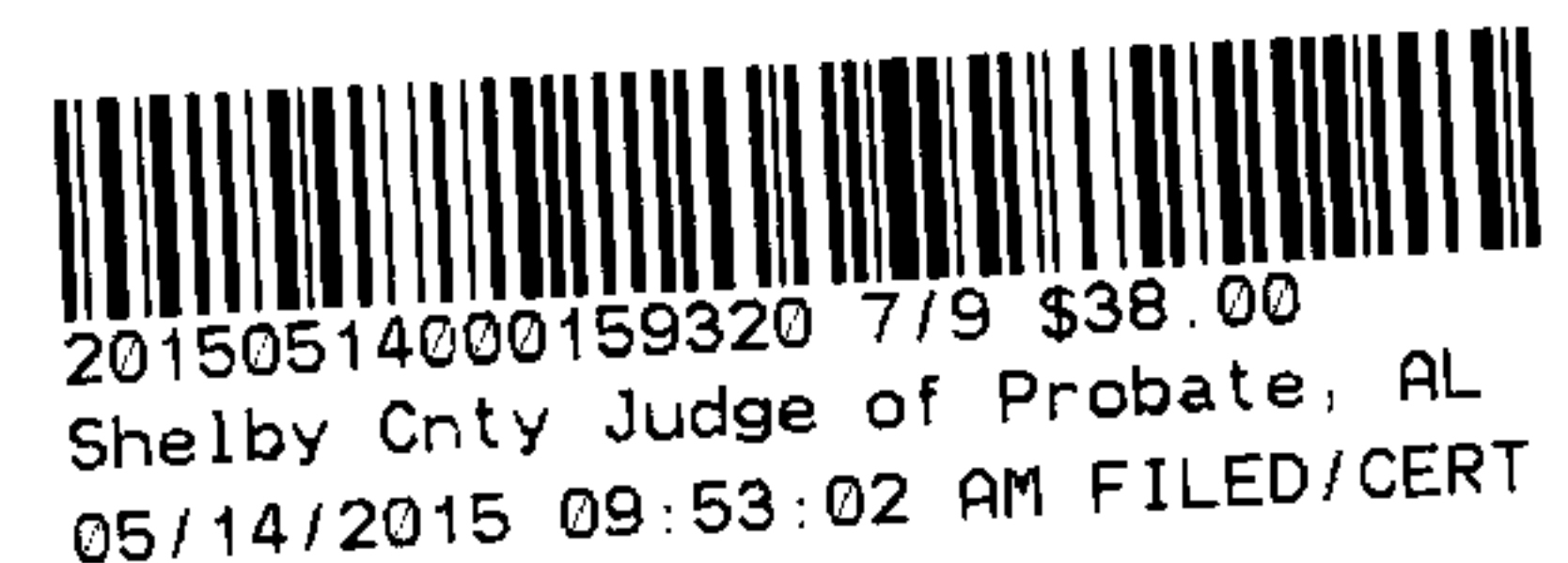
- (2) **Agent Accountability.** Unless requested by my family or a court, my Agent shall not be required to; but may, prepare, distribute, and, if appropriate, file with an appropriate court an annual accounting.

- (3) **Nomination of Agent as Conservator and Guardian for Principal.** To the extent that I am permitted by law to do so, I herewith nominate and appoint my Agent to serve as my guardian, conservator and/or in any similar representative capacity, if such an appointment is necessary.

- (4) **Waiver of Acts of Omission and Commission.** My Agent (and my Agent's estate and Personal Representative), acting in good faith, are hereby released and forever discharged from any and all civil liability and from all claims or demands of all kinds whatsoever by me or my estate and Personal Representative arising out of the acts or omissions of my Agent, except for willful misconduct or gross negligence.

- (5) **Waiver of Duty to Produce Income, Authority for Transactions between Agent as Agent and Agent as Individual and Eligibility of Agent to Serve in Other Fiduciary Capacities for Principal.** My Agent shall have no responsibility to make my property productive of income, to increase the value of my estate or to diversify my investments. My Agent shall have no liability for entering into transactions authorized by this instrument with my

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Agent in my Agent's individual capacity as long as my Agent believes in good faith that such transactions are in my best interests or the best interests of my estate and those persons interested in my estate. My Agent shall be eligible to serve in all other fiduciary capacities, for me or my benefit (but not in my place where I may serve as a fiduciary for others), including but not limited to serving as Trustee, Guardian, Conservator, Committee, Personal Representatives.

(6) **No Duty to Monitor Health.** My Agent shall have no responsibility to monitor on any regular basis the state of my physical health or mental capacity to determine if any actions need be taken under this instrument.

(7) **Severability.** If any part of any provision of this instrument shall be invalid or unenforceable under applicable law, such part shall be ineffective to the extent of such invalidity only, without in any way affecting the remaining parts of such provision or the remaining provisions of this instrument.

(8) **This Instrument Unaffected by Lapse of Time.** This power of attorney shall be legally unaffected by reason of lapse of time or staleness.

(9) **Agent Authorized to Sign Power of Attorney Forms.** In carrying out the authorizations set forth in this instrument, if in the sole opinion of my Agent it is necessary or convenient for my agent to sign their name, principal, on forms of powers of attorney (the "Forms") required by governmental agencies, corporations or other entities in transactions with me, my agent is authorized to execute such Forms, and to appoint an agent or other person on the Forms to represent.

(10) **Agent Authorized to Employ Principal's Attorney.** The Principal requests and authorizes the Agent to employ the attorney who prepared this power of attorney or other attorneys employed by the Principal in connection with the Principal's estate plan and business matters and hereby (a) waives any and all conflicts of interest that might arise through such employment, (b) authorizes all such attorneys to make full disclosure of the Principal's estate plan and business to the Agent and (c) authorizes such attorneys to accept such employment.

(11) **Governing Law.** This instrument shall be governed by the laws of the State of Alabama in all respects.

(12) **Revocation and Amendment.** This instrument may be amended or revoked by me at any time by the execution by me of a written instrument of revocation or amendment delivered to my Agent and to all Alternate Agents.


(13) **Counterpart Originals.** If this instrument has been executed in multiple counterpart originals, each such counterpart original shall have equal force and effect.

(14) **Photocopies.** My Agent is authorized to make photocopies of this instrument as frequently and in such quantity as my Agent shall deem appropriate. Each photocopy shall have the same force and effect as any original.



(15) **Binding Effect.** This instrument and actions taken by my Agent properly authorized hereunder shall be binding on me, my estate and my Personal Representative.

IN WITNESS WHEREOF, I have executed this Durable Power of Attorney this the 8th day of MAY, 2015.

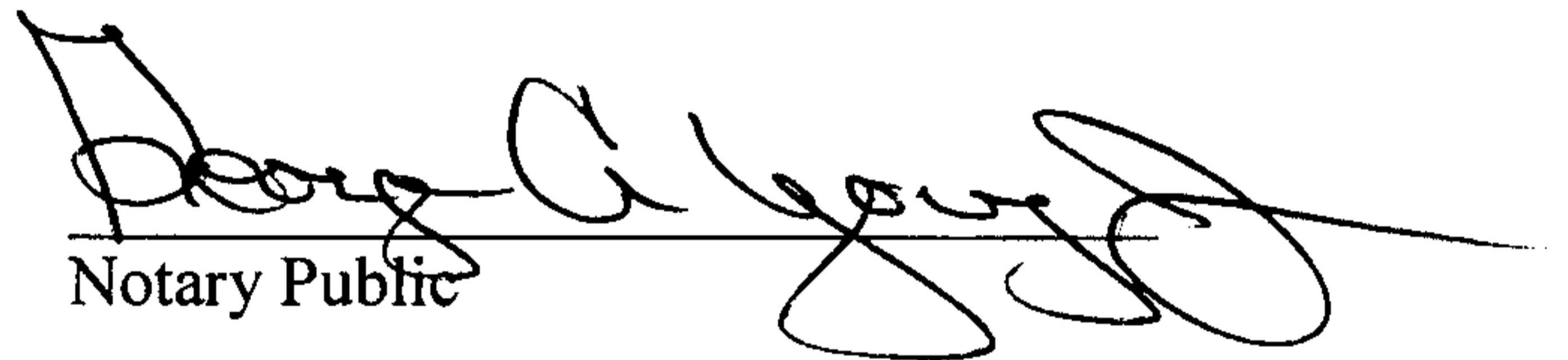

Claudean A. Davis

STATE OF ALABAMA

COUNTY OF Jefferson


I, the undersigned, Notary Public in and for said County in said State, hereby certify that Claudean A. Davis, whose name is signed to the foregoing instrument, 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 and official seal this the 8th day of May, 2015.


Notary Public

My Commission Expires 11/18/18

THIS INSTRUMENT PREPARED BY:
Carl Dalton NeSmith, Jr.
Attorney At Law
208 Third Avenue East
Oneonta, AL 35121
(205) 625-5512


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Shelby Cnty Judge of Probate, AL
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