

STATE OF ALABAMA     )  
COUNTY OF JEFFERSON )

**ALABAMA DURABLE POWER OF ATTORNEY FOR REAL ESTATE**

**Article I.     Designation of Agent**

**Section 1.01** I, Enrique Rapolla Cruz, Jr, of Harris County, Texas appoint the following person as my initial agent, to act for me in my name, place and stead, and for my behalf and benefit:

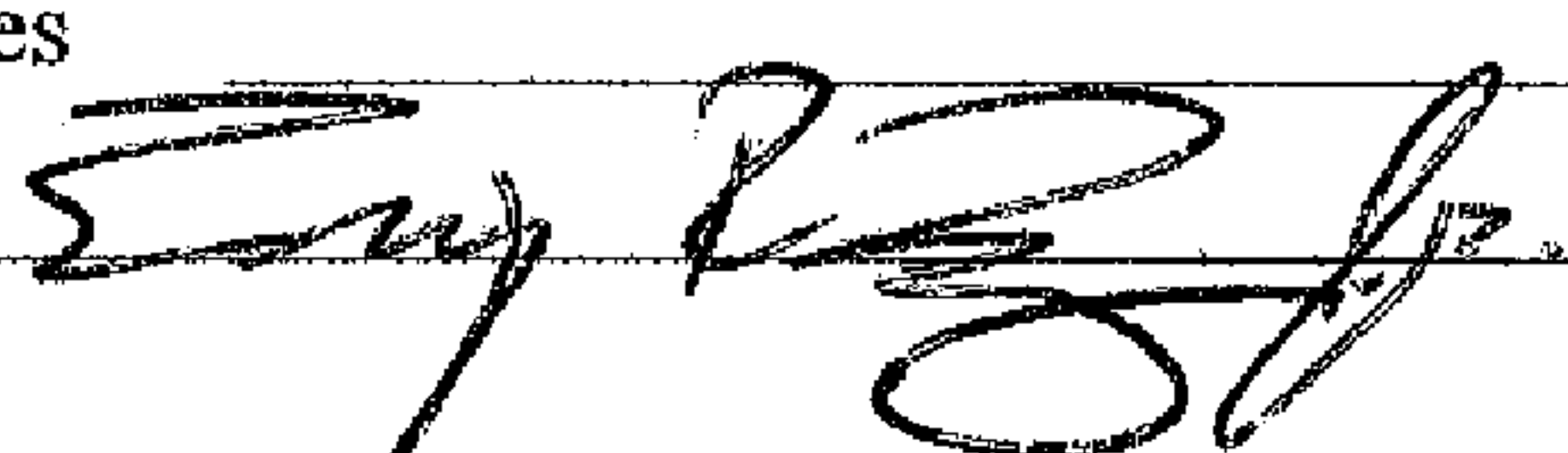
- (a) Name of Agent: Brittany Rudolph
- (b) Address of Agent: 1408 Linda Vista Lane, Vestavia, AL 35216
- (c) Telephone Number of Agent: ( )

**Article II.     General Grant of Authority**

I grant my agent and any successor 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:

**OPTION 1**

I wish to grant general authority over **all of the subjects** enumerated in this Article

Yes \_\_\_\_\_, or  
No  \_\_\_\_\_

**OPTION 2**

I wish to grant specific authority over **less than all subjects** enumerated in this section and therefore initial by each subject which my agent shall have authority over:

- ERC Real Property as defined in Section 26-1A-204 of the Code of Alabama
- \_\_\_\_\_ Tangible Personal Property as defined in Section 26-1A-205 of the Code of Alabama
- \_\_\_\_\_ Stocks and Bonds as defined in Section 26-1A-206 of the Code of Alabama
- \_\_\_\_\_ Commodities and Options as defined in Section 26-1A-207 of the Code of Alabama
- \_\_\_\_\_ Banks and Other Financial Institutions as defined in Section 26-1A-208 of the Code of Alabama

- \_\_\_\_\_ Operation of Entity or Business as defined in Section 26-1A-209 of the Code of Alabama
- \_\_\_\_\_ Insurance and Annuities as defined in Section 26-1A-210 of the Code of Alabama
- \_\_\_\_\_ Estates, Trusts, and Other Beneficial Interests as defined in Section 26-1A-211 of the Code of Alabama
- \_\_\_\_\_ Claims and Litigation as defined in Section 26-1A-212 of the Code of Alabama
- \_\_\_\_\_ Personal and Family Maintenance as defined in Section 26-1A-213 of the Code of Alabama
- \_\_\_\_\_ Benefits from Governmental Programs or Civil or Military Service as defined in Section 26-1A-214 of the Code of Alabama
- \_\_\_\_\_ Retirement Plans as defined in Section 26-1A-215 of the Code of Alabama
- \_\_\_\_\_ Taxes as defined in Section 26-1A-216 of the Code of Alabama
- \_\_\_\_\_ Gifts as defined in Section 26-1A-217 of the Code of Alabama

### Article III. Grant of Specific Authority

**Section 3.01** My agent may not do any of the following specific acts for me unless I have initialed the specific authority listed below. Note, 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.

#### Section 3.02 Specific Grants

- (a) \_\_\_\_\_ Create, amend, revoke, or terminate an inter vivos trust, by trust or applicable law
- (b) \_\_\_\_\_ Make a gift to which exceeds the monetary limitations of Section 26-1A-217 of the Alabama Uniform Power of Attorney Act, but subject to any special instructions in this power of attorney
- (c) \_\_\_\_\_ Create or change rights of survivorship
- (d) \_\_\_\_\_ Create or change a beneficiary designation
- (e) \_\_\_\_\_ Authorize another person to exercise the authority granted under this power of attorney
- (f) \_\_\_\_\_ Waive the principal's right to be a beneficiary of a joint and survivor annuity, including a survivor benefit under a retirement plan
- ✓ (g) CPE Exercise fiduciary powers that the principal has authority to delegate

**Article IV. Limitations on Agent's Authority**

**Section 4.01** 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.

**Section 4.02** 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 U.S.C. §2041 and 26 U.S.C. §2514 of the Internal Revenue Code of 1986, as amended.
- (b) My Agent shall have no power or authority whatsoever with respect to any policy of insurance owned by me on the life of my Agent, or any trust created by my Agent as to which I am a trustee.

**Article V. Special Instructions**

**Section 5.01** I have provided the following special instructions for my agent, for my protection, if there are no special instructions, I have written "None".

I desire to authorize Brittany Rudolph to execute and sign, on my behalf, all documents necessary to enter into sales contracts regarding the Property located at 1520 Laurens Street, Birmingham, AL 35242 including but not limited to any related documents or extensions of any such documents. Furthermore in the event that a sales contract is negotiated and entered into by Brittany Rudolph or her agents, I desire to authorize the closing attorney associated with said sale to execute any and all documents relating to the sale of such property including but not limited to a warranty deed, settlement statement, lien waiver, and any and all other documents relating to such sales contract so that the Property may be sold.

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**Article VI. Effective Date**

**Option 1**

**Section 6.01** > EPC This Power of Attorney is effective immediately upon my signing,

- (a) \_\_\_\_\_ This Power of Attorney shall not be affected by my subsequent disability
- (b) \_\_\_\_\_ This Power of Attorney shall be revoked by my subsequent disability

**Option 2**

**Section 6.02** \_\_\_\_\_ This Power of Attorney shall be effective immediately upon my disability or incapacity and shall not otherwise be affected by my disability or incapacity.

- (a) \_\_\_\_\_ My disability or incapacity must be determined either judicially or by agreement of two healthcare professionals
- (b) \_\_\_\_\_ There is no requirement that my incapacity be judicially or medically determined, but may be determined by the good faith of my Agent and an Affidavit signed by the same.

**Article VII. Access to Medical and Financial Information**

**Section 7.01** My agent shall not have the power to request, receive, and review any information, verbal or written, regarding my financial affairs or my physical or mental health, including medical and hospital records.

**Section 7.02** My agents authority shall have the authority to execute any releases or other documents that may be required in order to obtain such information, and to disclose such information to such persons, organizations, firms, or corporations as my Agent shall deem appropriate.

**Article VIII. Nomination of Guardian or Conservator**

**Section 8.01** If it becomes necessary for a court to appoint a guardian, conservator, or other fiduciary to take charge of my person, or to manage and conserve my property, I hereby nominate and appoint my agent and successor's above, in the order listed above.

**Section 8.02** The agents listed above may serve without bond unless otherwise required by a court of competent jurisdiction.

**Article IX. Execution of Simultaneous Power of Attorney**

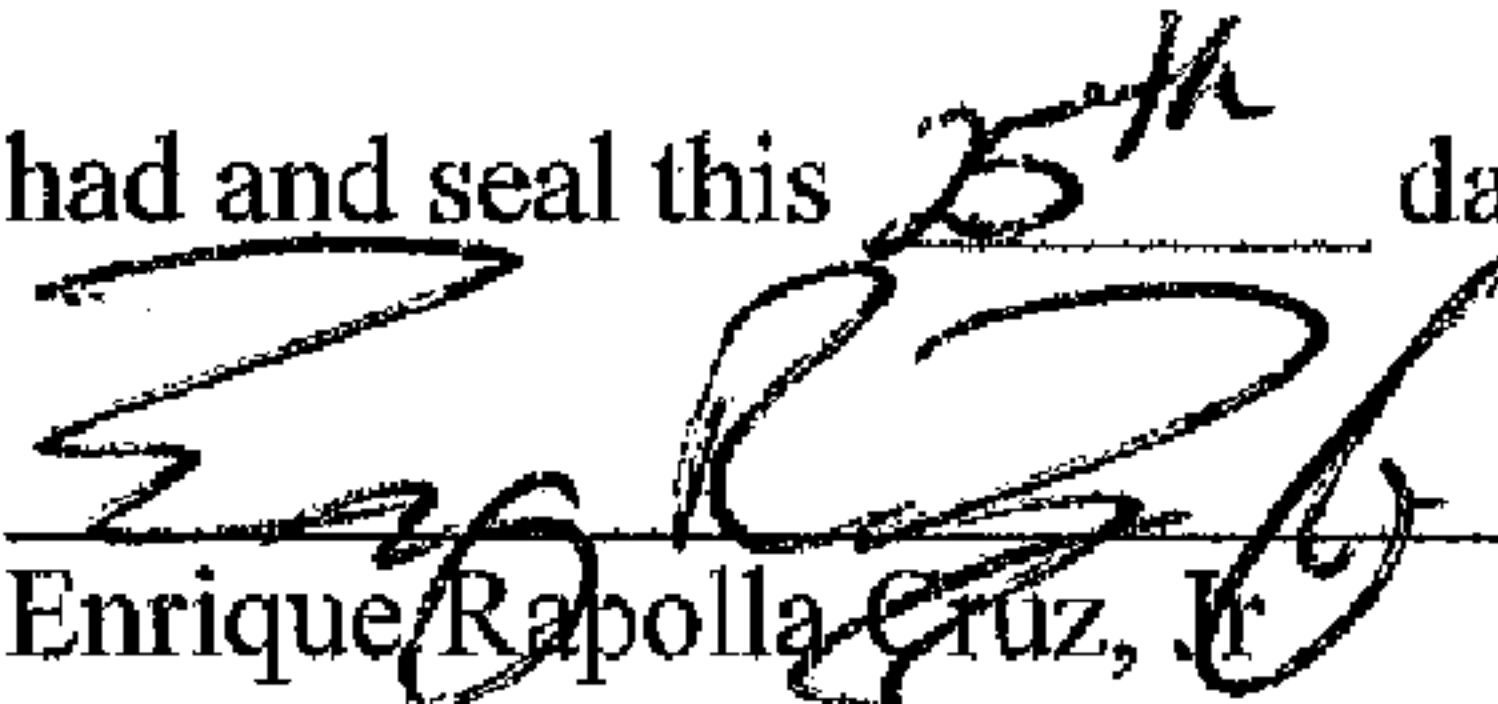
**Section 9.01** I have executed simultaneously with this document a Power of Attorney Long form. In the event of a conflict, the Power of Attorney Long Form should control.

**Article X. Revocation**

**Section 10.01** I hereby revoke all Powers of Attorney previously granted by me and terminate all Agency relationship created by me except:

- (a) Powers granted by me under my Advanced Medical Directive
- (b) Powers granted by me on forms provided by financial institutions granting the right to write checks on, deposit funds to, and withdraw funds from accounts to which I am a signatory; and
- (c) Powers granting access to a safe deposit box
- (d) Powers granted by me on the Power of Attorney long form executed the same date as this document.

IN WITNESS WHEREOF, I have hereunto set my had and seal this 25<sup>th</sup> day of June, 2015

 L.S.  
Enrique Rapolla Cruz, Jr.

Printed Name: ENRIQUE R. CRUZ JR.

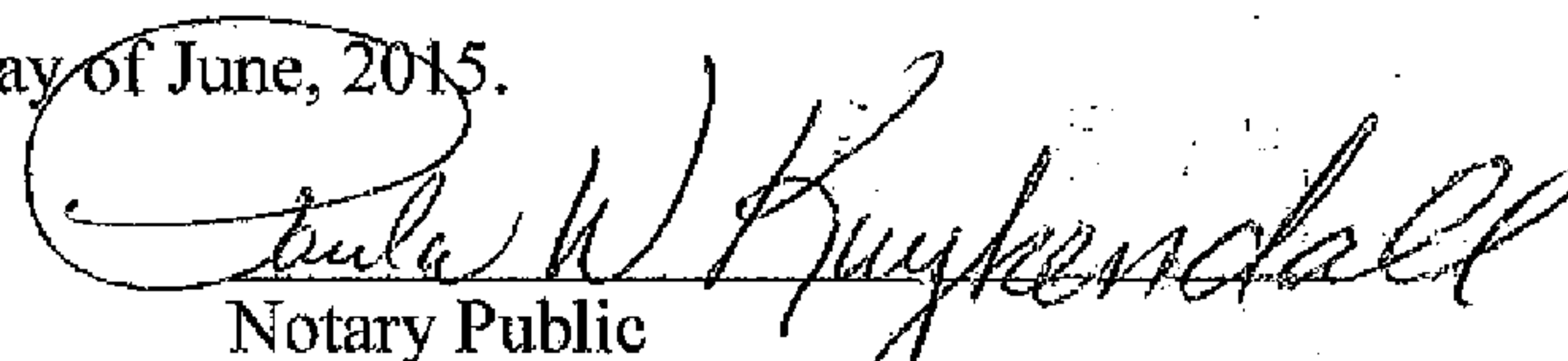
Address: 14223 CHARTLEY FALLS DR  
HOUSTON, TX 77044

Phone: [REDACTED]

STATE OF ALABAMA     )  
SHELBY COUNTY        )

I, the undersigned notary public, hereby certify that Enrique Rapolla Cruz, Jr, whose name is signed to the foregoing Power of Attorney, and who is known to me, acknowledged before me this day that, being informed of the contents of the Power of Attorney, she executed the same voluntarily on the day the same bears date.

Given under my hand and seal this 25<sup>th</sup> day of June, 2015.

  
Notary Public

My Commission Expires: Dec 27, 2015  
NOTARY PUBLIC STATE OF ALABAMA AT LARGE  
MY COMMISSION EXPIRES: Dec 27, 2015  
BONDED THRU NOTARY PUBLIC UNDERWRITERS

\*\*\*Instructions for Agent Attached\*\*\*

This Document Prepared by:  
Katherine E. Middleton  
Attorney At Law  
Meyer & Middleton, LLC  
2 Office Park Circle, Suite 103  
Mountain Brook, Alabama 35223  
(205) 202-0070

**Alabama Power of Attorney 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 do what you know the principal reasonably expects you to do with his/her property. If you do not know the principal's expectations act in the principal's best interest.
  - You must act in good faith and do nothing beyond the authority granted in this power of attorney.
  - You must disclose your identity as an agent when acting for the principal. Do this by signing in the following manner: "(Principal's Name) by (Your Name) as Agent"
  - Unless the Special Instructions in this power of attorney state otherwise, you must also act loyally for the principal's benefit and avoid conflicts that would impair you from acting in the principal's best interest. You must act with care, competence, and diligence, and keep records of all receipts, disbursements, and transactions made on behalf of the principal. You must cooperate with any person that has authority to make health care decisions for the principal to do whatever the principal reasonably expects, or if expectations are unknown act in the principal's best interest. And, you must also 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. Events that terminate a power of attorney or your authority to act under a power of attorney include:
  - death of the principal;
  - the principal's revocation of the power of attorney or your authority;
  - the occurrence of a termination event stated in the power of attorney;
  - the purpose of the power of attorney is fully accomplished; or
  - 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.

**Alabama Power of Attorney Instructions and Important Information for Principal**

- 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 1A, Title 26, Code of Alabama 1975.
- This power of attorney does/does not authorize the agent to make health care decisions for you. Such powers are governed by other applicable law.
- You should select someone you trust to serve 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 not required to act together unless you include that requirement in the Special Instructions.
- If your agent is unable or unwilling 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.



Filed and Recorded  
Official Public Records  
Judge James W. Fuhrmeister, Probate Judge,  
County Clerk  
Shelby County, AL  
07/08/2015 08:54:13 AM  
\$32.00 CHERRY  
20150708000229320

A handwritten signature in black ink, appearing to be "J. Fuhrmeister", is written over the official text of the county clerk.