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Shelby Cnty Judge of Probate, AL
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IMPORTANT INFORMATION: 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 STATUTORY FORM POWER OF ATTORNEY ACT, CHAPTER 1A, TITLE 26, CODE OF ALABAMA 1975.

THIS POWER OF ATTORNEY 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 THIS POWER OF ATTORNEY.

YOU MAY DESIGNATE ONE AGENT, OR YOU MAY DESIGNATE A CO-AGENT. CO-AGENTS ARE NOT REQUIRED TO ACT TOGETHER UNLESS YOU INCLUDE THAT REQUIREMENT IN THIS POWER OF ATTORNEY.

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 ALSO MAY NAME A SECOND SUCCESSOR AGENT. THIS POWER OF ATTORNEY BECOMES EFFECTIVE IMMEDIATELY UNLESS YOU STATE OTHERWISE IN THIS POWER OF ATTORNEY.

IF YOU HAVE ANY QUESTIONS ABOUT THESE POWERS, YOU SHOULD SEEK LEGAL ADVICE BEFORE SIGNING THIS FORM. THIS FORM DOES NOT PROHIBIT THE USE OF ANY OTHER FORM. YOU MAY REVOKE THIS POWER OF ATTORNEY IF YOU LATER WISH TO DO SO.

ALABAMA DURABLE POWER OF ATTORNEY

DESIGNATION OF AGENT(S) AND SUCCESSOR AGENT(S)

I, JANE M. BROGDON, having an address at 235 Inverness Center Drive, Apt. 108, Hoover, AL 35242, hereby make, constitute and appoint my son **CLAYTON H. BROGDON**, having an address at 3393 Chippenham Circle, Birmingham, AL 35242, or if CLAYTON H. BROGDON is unable, unwilling or unavailable to act,, then **BARRY M. BROGDON**, having an address at 109 Jason Drive, Kings Mountain, NC 28086, or if BARRY

M. BROGDON is unable, unwilling or unavailable to act, then **ANDREA B. LOWERY**, having an address at 4616 Guilford Cove, Birmingham, AL 35242, as my agent TO ACT in my name, place and stead in any way which I could do, if I were personally present, to the extent that I am permitted by law to act through an agent:

GRANT OF GENERAL 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 Statutory Form 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:

Jane M. Brogdon
JANE M. BROGDON

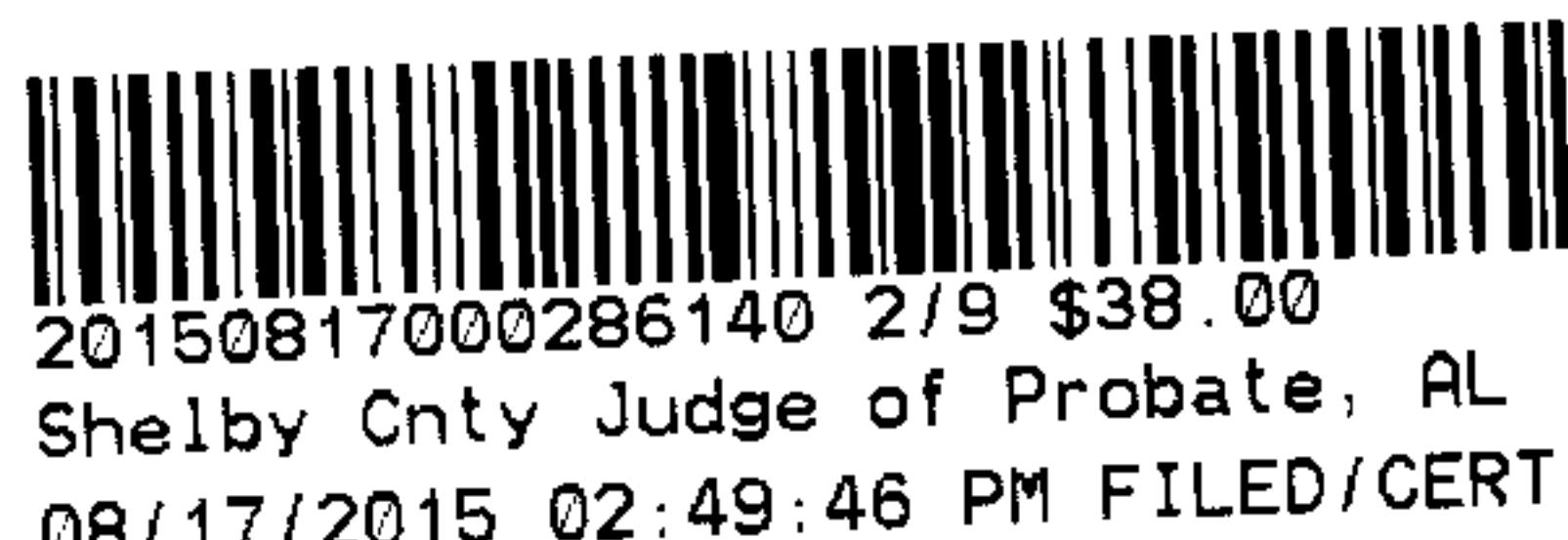
If you wish to grant specific authority over less than all subjects enumerated in this section you must INITIAL by each subject you want to include in the agent's authority:

- 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-270
- Estates, Trusts and Other Beneficial Interests as defined in Section 26-1A-271
- Claims and Litigation as defined in Section 26-1A-212
- Personal and Family Maintenance as defined in Section 26-1A-213
- Benefits from Governmental Programs or Civil or Military Service as defined in Section 26-1A-214
- Retirement Plans as defined in Section 26-1A-215
- Taxes as defined in Section 26-1A-216
- Gifts as defined in Section 26-1A-217

GRANT OF SPECIFIC AUTHORITY (OPTIONAL)

My agent MAY NOT do any of the following seven specific acts for me UNLESS I have INITIALED the specific authority below:

(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.)

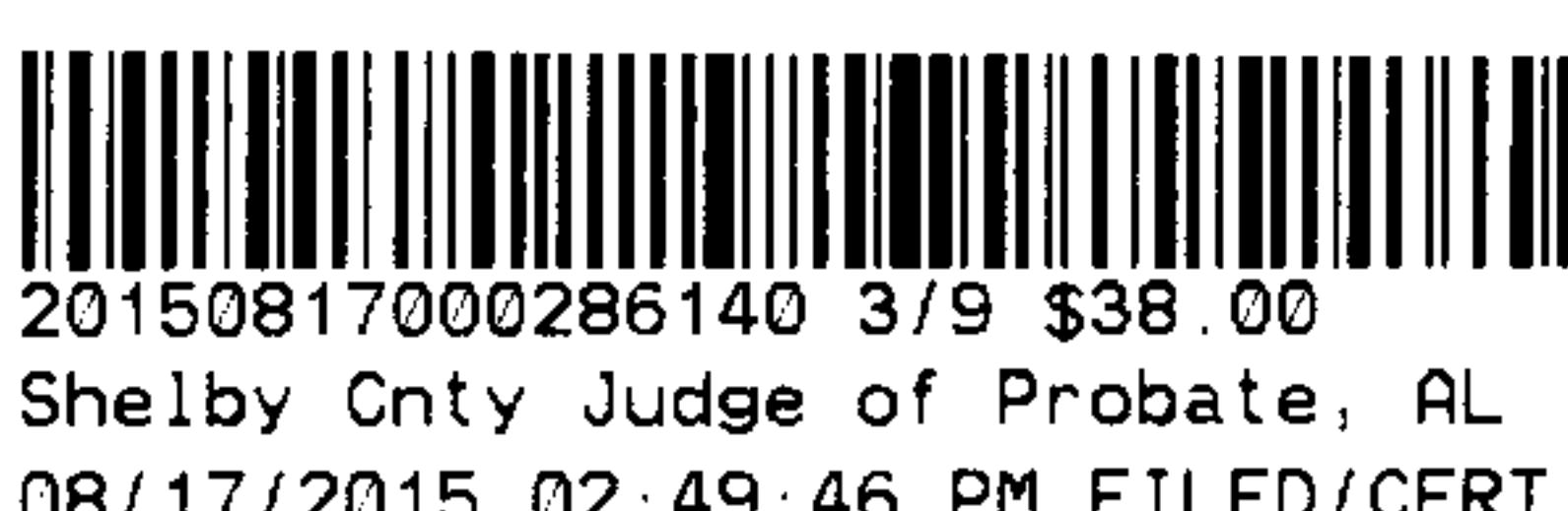


- Create, amend, revoke or terminate an inter vivos trust, by trust or applicable law
- Make a gift to which exceeds the monetary limitations of Section 26-1A-271 of the Alabama Uniform Power of Attorney Act, but subject to any special instructions in this power of attorney
- Create or change rights of survivorship
- Create or change a beneficiary designation
- 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

In addition, I specifically authorize my agents to revoke or amend any revocable living trust which I have heretofore or hereafter establish, and to initiate, participate in or oppose any action or proceeding to remove, substitute or surcharge a fiduciary, trustee or advisor, or to reform, modify or terminate any trust or trust instrument.

I authorize my agent to sell, grant options upon, convey with or without covenants, exchange, lease, assign, transfer, encumber or otherwise dispose of any real property which I own, together with all improvements thereon and rights relating thereto, in such manner, at such times, for such prices, and upon such terms and conditions as my agent may deem necessary or appropriate; to satisfy, discharge, release or extend the term of any mortgage or deed of trust; to apply for zoning, rezoning or other governmental permits; to pay, compromise or contest real estate taxes, assessments, water charges and sewer rents; to negotiate, execute, acknowledge and deliver all contracts, sales agreements, brokerage agreements, amendments, deeds, leases, mortgages, notes, security agreements, checks, drafts, guarantees, bills of sale, assignments, extensions, satisfactions, releases, waivers, consents, affidavits, transfer tax returns, closing documents, and any other agreements, writings and instruments of any nature affecting the property, as my agent may deem necessary or appropriate; to prosecute, defend, intervene in, arbitrate, appeal, compromise, settle and otherwise deal with any claim, action or proceeding in connection with the property or the sale thereof; to do, execute, perform and finish for me and in my name all things which my agent shall deem necessary or appropriate in connection with the sale of the property.

In addition, I specifically authorize my agent to make gifts of my property to or for the benefit of such persons, charities or other entities as, in the opinion of my agent, would be the donees I might choose, having in mind the resources, both public and private, available for my care after the making of such gifts, and having in mind the objective of preserving the largest amount of my property for my family as a whole. The gifts may be in cash or in kind. And the gifts may pass outright to the donee, or may be transferred to an existing trust for the donee or a trust created by my agent for the donee, or may be transferred to an existing custodian for the donee under any gifts to minors or transfers to minors act or a custodian for the donee established by my agent under such acts. I authorize my agent to consent to splitting gifts with



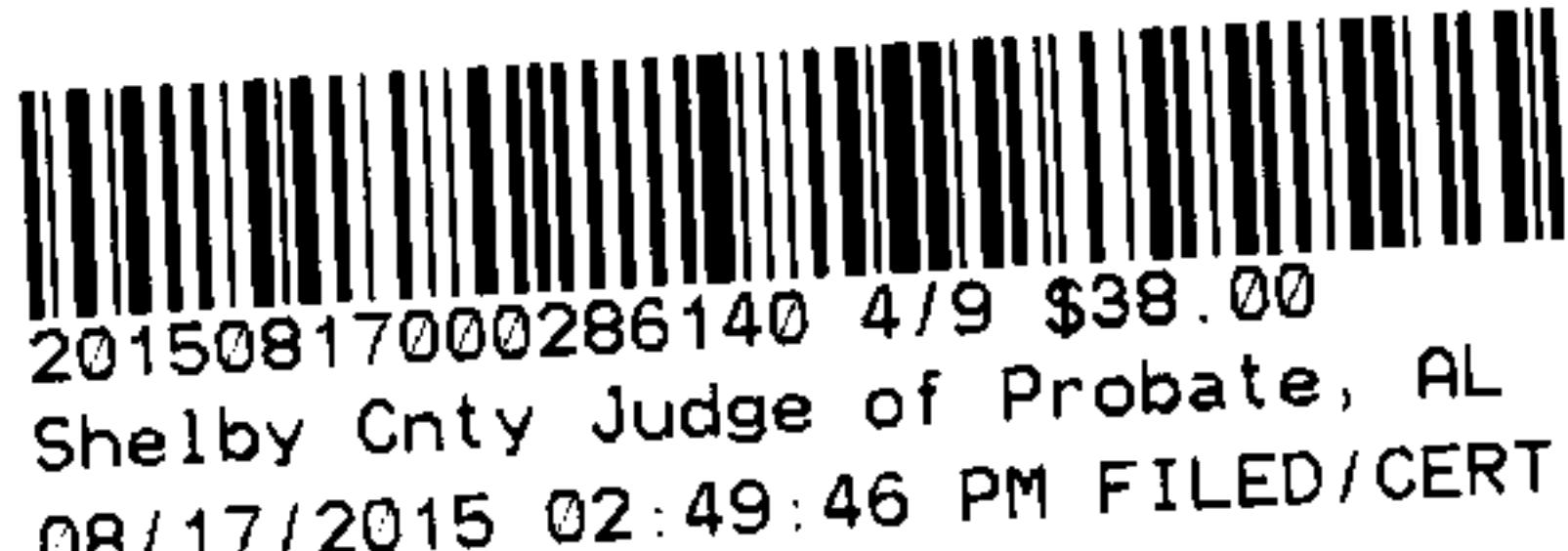
my wife so that the annual exclusions, unified credits, and generation skipping transfer tax exemptions and exclusions of both my wife and myself may be used.

In addition, I specifically authorize my agent to deal with tax authorities, to execute, sign and file on my behalf any and all federal, state, local and foreign income, gift, payroll and other tax returns, including estimated returns and interest, dividends, gains and transfer returns, for all periods; to pay any taxes, penalties and interest due thereon; to allocate generation skipping transfer tax exemptions (within the meaning of Section 2642(a) of the Internal Revenue Code) and to make tax elections; to represent me or to sign an Internal Revenue Service Form 2848 (Power of Attorney and Declaration of Representative) or Form 8821 (Tax Information Authorization), or comparable authorization, appointing a qualified lawyer, certified public accountant or enrolled agent (including my agent if so qualified) to represent me before any office of the Internal Revenue Service or any state, local or foreign taxing authority with respect to the types of taxes and years referred to above, and to specify on said authorization said types of taxes and years; to receive from or inspect confidential information in any office of the Internal Revenue Service or state, local or foreign tax authority; to receive and deposit, in any one of my bank accounts, or those of any revocable trust of mine, checks in payment of any refund of federal, state, local or foreign taxes, penalties and interest; to pay by check drawn on any bank account of mine or of any revocable trust of mine and have accounts to permit my agent to draw checks for payment of said items; to execute waivers (and offers of waivers) of restrictions on assessment or collection of deficiencies in taxes and waivers of notice of disallowance of a claim for credit or refund; to execute any requests for extension of time and consents extending the statutory period for assessment or collection of such taxes; to execute petitions contesting taxes; to establish new residency and domicile; to execute offers in compromise and closing Agreements under Section 7121 or comparable provisions of the Internal Revenue Code or any federal, state, local or foreign tax statutes or regulations; to delegate authority or to substitute another representative for any one previously appointed by me or my agent; and to receive copies of all notices and other written communications involving my federal, state, local or foreign taxes at such address as my agent may designate.

In addition, I specifically authorize my agent to make voluntary contributions to, transfer assets between, and withdraw amounts from any qualified retirement benefit plan or individual retirement account (including Roth IRA's and Thrift Savings Plans); to change beneficiary designations on any such plan or IRA to my spouse or any of my heirs; to waive spousal rights on any such plan or IRA; to convert an IRA to a Roth IRA; to make elections with respect to the timing, method and amounts of withdrawals, distributions and/or rollovers, methods of calculating minimum required distributions, and methods of distribution as a beneficiary of another's plan or IRA; and to take any other actions with respect to any such plan or IRA as I could take.

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 U.S.C. Sec. 2041 and 26 U.S.C. Sec. 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.

SPECIAL INSTRUCTIONS (OPTIONAL)

You may give special instructions below: **NONE**

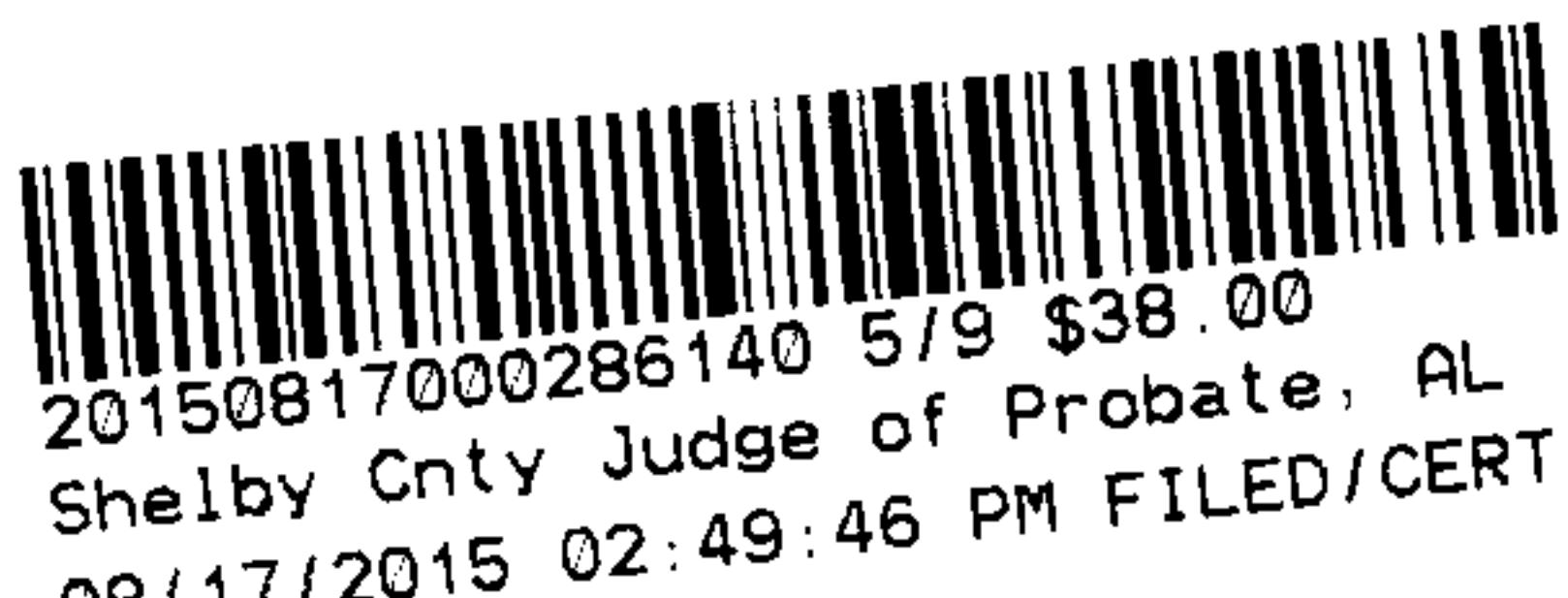
EFFECTIVE DATE

This power of attorney is effective immediately.

This power of attorney is a durable power of attorney, and it shall not be affected by my becoming disabled, incompetent or incapacitated or the lapse of time. It is my intent that the authority conferred herein shall be exercisable notwithstanding my physical disability or mental incompetence.

HIPAA

It may be necessary for my agent to have access to my medical records to establish whether medical bills are valid and appropriate or for other purposes. I grant to my agent the authority and power to serve as my personal representative for all purposes of the Health Insurance Portability and Accountability Act of 1996, the regulations in 45 C.F.R. Sec. 160 et seq., and any other applicable federal, state or local laws or regulations (collectively "HIPAA"), including the authority to request, receive, obtain and review, and be granted full and unlimited access to, and consent to the disclosure of complete unredacted copies of any and all health, medical and financial information and any information or records referred to in 45 C.F.R. Sec. 164.501 and regulated by the Standards for Privacy of Individually Identifiable Health Information found in 65 Fed. Reg. 82462 as protected private records or otherwise covered under HIPAA. I understand that health and medical records can include information relating to subjects such as sexually transmitted diseases, acquired immunodeficiency syndrome (AIDS), AIDS-related complex (ARC) and human immunodeficiency virus (HIV), behavioral or mental health services, and treatment for alcohol or drug abuse or addiction. I understand that I may have access to or receive an accounting of the information to be used or disclosed as provided in 45 C.F.R. Sec. 164.524 et seq. I further understand that authorizing the disclosure of this health information is voluntary and that I can refuse to sign this authorization. I further understand that any disclosure of this information carries with it the potential for an unauthorized further



disclosure of this information by third parties and that such further disclosure may not be protected under HIPAA. In order to induce the disclosing party to disclose the aforesaid private and/or protected confidential information, I forever release and hold harmless said disclosing party who relies upon this instrument from any liability under confidentiality rules arising under HIPAA as a consequence of said disclosure. I authorize my agent to execute any and all releases or other documents that may be necessary in order to obtain disclosure of my patient records and other medical information subject to and protected by HIPAA.

NOMINATION OF CONSERVATOR

It is my desire and request that no guardian or conservator of my person or property be appointed in the event of my disability or incapacity. If, however, a guardian or conservator of my person or property is to be appointed for me, I hereby nominate and appoint my agent hereunder to serve as guardian and conservator without bond.

RELIANCE ON THIS POWER OF ATTORNEY

To induce any third party to act hereunder, I hereby agree that any third party receiving a duly executed copy or facsimile of this power of attorney 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. I, for myself and my heirs, executors, legal 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 upon the provisions of this power of attorney.

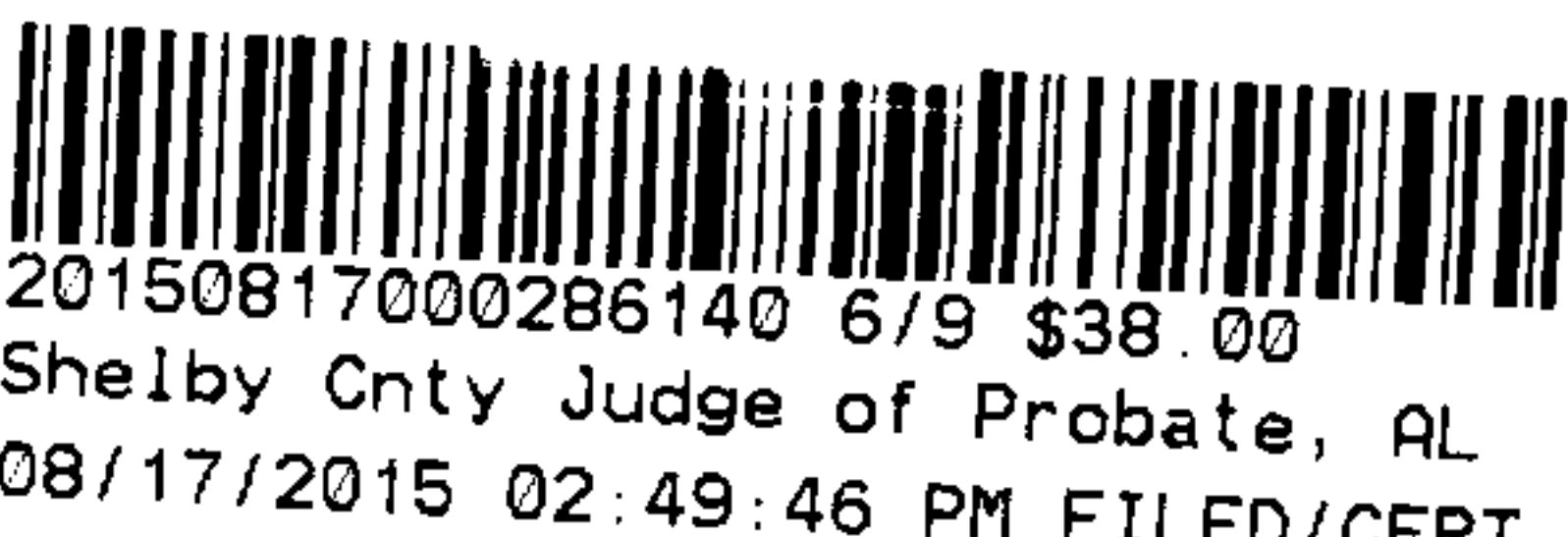
I hereby revoke any prior general powers of attorney which I have executed (but not any powers of attorney related to health care).

GOVERNING LAW

This power of attorney shall be governed by Alabama law, although I request that it be honored in any state or other location in which I or my property may be found. If any provisions hereof shall be unenforceable or invalid, such unenforceability or invalidity shall not affect the remaining provisions of this power of attorney.

39 IN WITNESS WHEREOF, I have executed this power of attorney this day of June, 2015.

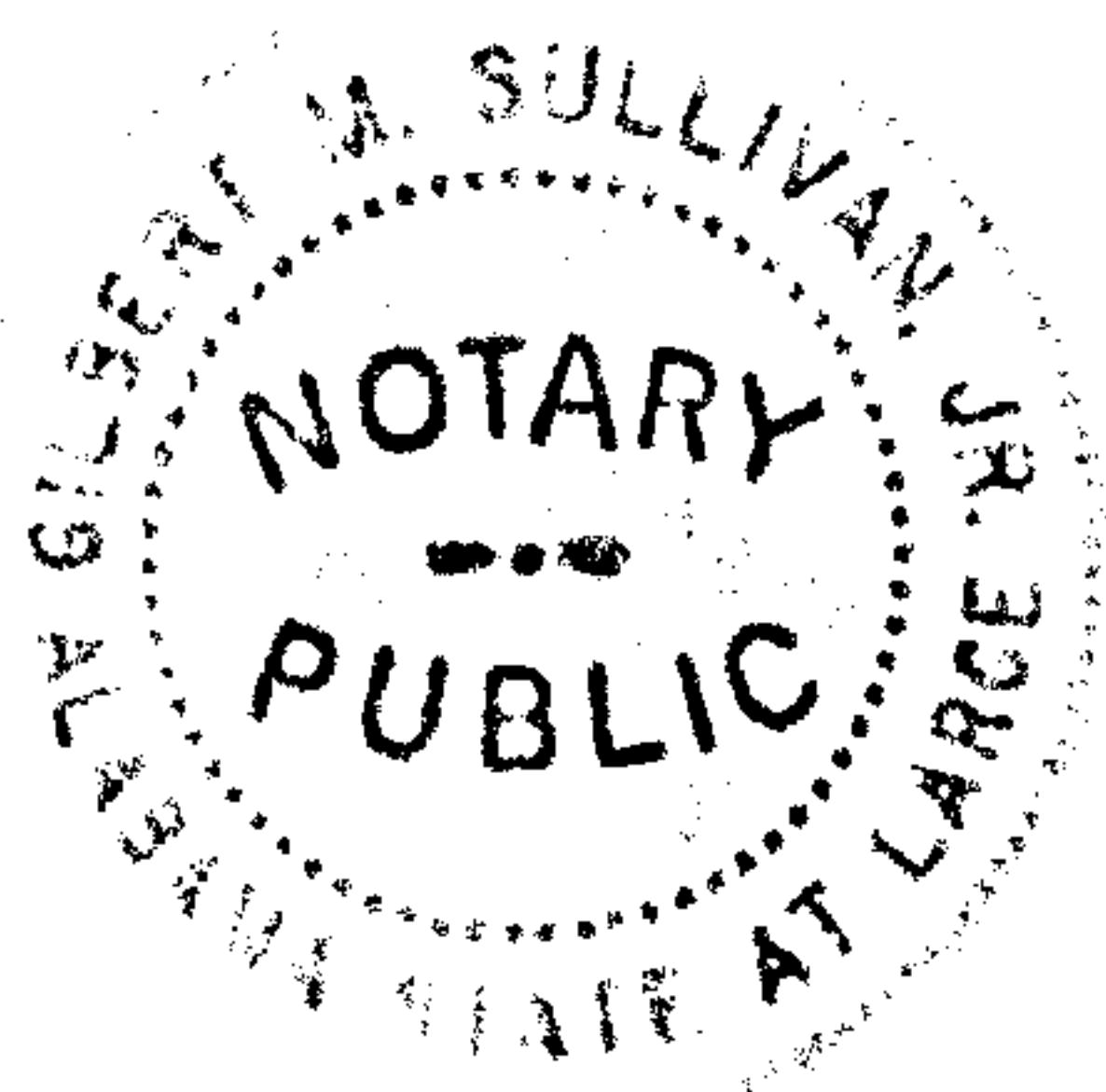
Jane M. Brogdon
JANE M. BROGDON



STATE OF ALABAMA
COUNTY OF JEFFERSON

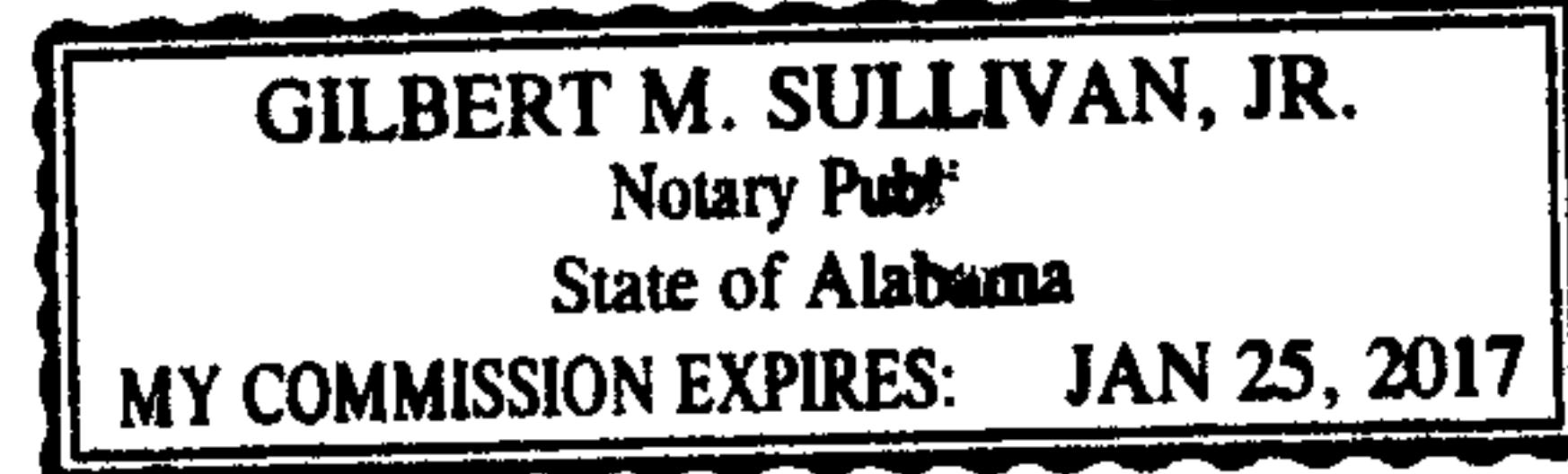
I, the undersigned, a notary public, hereby certify that **JANE M. BROGDON**, whose name is signed to the foregoing power of attorney, and who is known to me, acknowledged before me on this day that, being informed of the contents of said power of attorney, she executed the same voluntarily on this 29th day of June, 2015.

Given under my hand and official seal this 29th day of June, 2015.



~~Notary Public~~

~~My commission expires on~~



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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:

**JANE M. BROGDON by _____ as Agent and
Attorney-in-Fact**

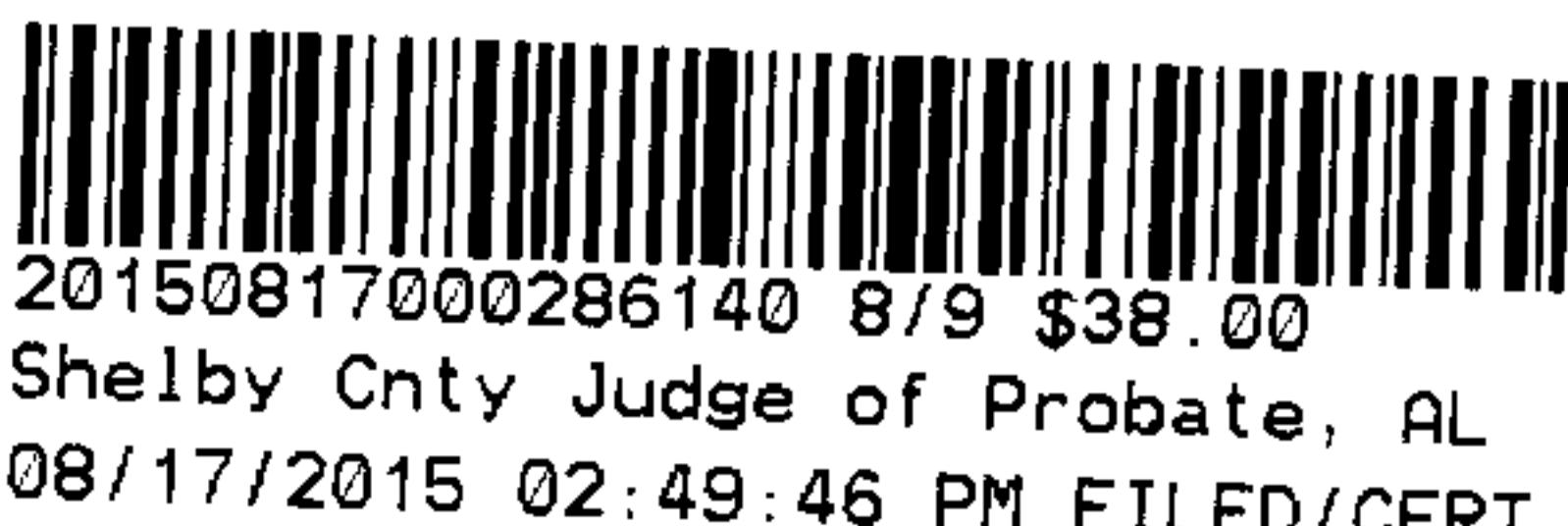
Unless special instructions in the power of attorney state otherwise, you must also:

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; and
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. 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 special instructions in the 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 that statute 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.



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