


STATE OF ALABAMA                   )  
  )  
SHELBY COUNTY                    )

  
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Shelby Cnty Judge of Probate, AL  
01/06/2016 03:14:45 PM FILED/CERT

**GENERAL DURABLE POWER OF ATTORNEY OF GRACE CROSS KENDRICK**  
**(Effective upon execution)**

I, **GRACE CROSS KENDRICK**, a resident of Shelby, Alabama, hereinafter called "Principal" designate **REBECCA M. GAY**, as my attorney in fact and agent, in my name and for my benefit. Hereinafter my attorney in fact or any successor attorney in fact is collectively referred to as my "Agent." I grant to my Agent full power and authority to do everything necessary in exercising any of the powers granted herein 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.

**ARTICLE I**

I hereby 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.

**ASSET POWERS**

My Agent is authorized in my said 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, to exercise or perform any act, power, duty, right or obligation whatsoever that I now have or hereafter acquire relating to any person, matter, transaction or property, now owned or hereafter acquired by me, including without limitation, the specifically enumerated powers as follows:

- i. **POWERS OF COLLECTION AND PAYMENT.** To forgive, request, demand, sue for, recover, collect, receive, hold all such sums of money, debts, dues, commercial paper, checks, drafts, accounts, deposits, legacies, bequests, devises, notes, interests, stock certificates, bonds, dividends, certificates of deposit, annuities, pension, profit sharing, retirement, social security, insurance and other contractual benefits and proceeds, all documents of title, all property, real or personal, intangible and tangible 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 to the same, and to execute and deliver for me, on my behalf, and in my name, all endorsements, releases, receipts, or other sufficient discharges for the same;
- ii. **POWER TO ACQUIRE AND SELL.** To acquire, purchase, exchange, grant options to sell, assign and sell and convey real or personal property, tangible or intangible, or interest therein, whether such interests be legal or equitable, on such terms and conditions as my agent shall deem proper;
- iii. **POWER TO TRANSFER TO TRUST.** To transfer and assign any part of or all of the assets which I now own or which I may hereafter acquire to any trust created by me which is in existence at such time and which is primarily for the benefit of myself and my lineal descendants, or in the event there is no such trust then in existence, to create, in my name and for my benefit, a trust for the exclusive benefit of myself and my lineal descendants during the term of my life and which shall provide for the distribution of the entire amount of the trust fund to the duly qualified Executor of my Last Will and Testament or to the duly qualified Administrator of my estate at my death. To serve as Trustee of any trust created hereunder and to name an individual to serve as sole successor trustee of such trust;
- iv. **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 hereafter acquire, in my name and for my benefit, upon such terms and conditions as my agent shall deem proper;
- v. **BANKING POWERS.** To make, receive and endorse checks and drafts, deposit and withdraw funds, acquire and redeem certificates of deposit, in banks, savings and loan associations and other institutions, 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;
- vi. **BORROWING POWERS.** To borrow sums of money from time to time from any person, firm or corporation, including the borrowing of any sums from any insurance company, and to make and execute promissory notes, mortgages, pledges of insurance policies and any other transfers of security;



- vii. **MOTOR VEHICLES.** To apply for a Certificate of Title upon, and endorse and transfer title thereto, for any automobile, truck, pickup, van, motorcycle or other motor 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;
- viii. **GIFTS.** To make gifts to my lineal descendants each year in amounts not to exceed the annual gift tax exclusion for federal gift tax purposes; and to continue any program of charitable giving which I have established;
- ix. **TAX POWERS.** To prepare, sign and file income tax returns or declarations of estimated tax for any year or years; to prepare, sign and file gift tax returns with respect to gifts made by me for any year or years; and to prepare, sign and file any claims for refund of any tax;
- x. **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;
- xi. **BUSINESS INTEREST.** To conduct or participate in any lawful business of whatever nature for me and in my name; execute partnership agreements and amendments thereto; incorporate, reorganize, merge, consolidate, recapitalize, sell, liquidate or dissolve any business; elect or employ officers, directors and agents; carry out the provisions of any agreement 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
- xii. **POWER TO DISCLAIM, RENOUNCE, RELEASE, OR ABANDON PROPERTY INTERESTS.** To renounce and disclaim (including "qualified disclaimer" under Section 2518 of the Internal Revenue Code of 1986, as amended) 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; to release or abandon any property or interest in property or powers which I may now or hereafter own, including any interests in or rights over trusts (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, and in exercising such discretion, my Agent may take into account such matters as shall include but shall not be limited to any reduction in estate or inheritance taxes on my estate, and the effect of such renunciation or disclaimer upon persons interested in my estate and persons who would receive the renounced or disclaimed property.

## ARTICLE II

### CARE AND CONTROL OF THE PERSON

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.** To do all acts necessary for maintaining my customary standard of living, to provide living quarters by payment of the operating costs of my existing living quarters, including interest, amortization payments, repairs and taxes, to provide normal domestic help for the operation of my household, to provide clothing, transportation, medicine, food and incidentals, and if necessary to make all necessary arrangements, contractual or otherwise, for me at any hospital, hospice, nursing home, convalescent home or similar establishment; and if in the judgment of my Agent, I will never be able to return to my living quarters from a hospital, hospice, nursing home, convalescent home or similar establishment, to transfer custody and possession (but not title) for the storage and safekeeping of any items tangible personal property of mine to the person, if any, named in my Will as the recipient of such property.
- ii. **POWER TO NOMINATE CONSERVATOR OR GUARDIAN.** Upon the petition of any person to name a guardian, curator, or conservator for me, to nominate and/or petition for the appointment of my Agent or any person my Agent deems appropriate as primary, successor or alternate guardian, curator or conservator or to any fiduciary office (all of such offices of guardian, et al. being hereinafter referred to as "Personal Representative") representing me or any interest of mine and to waive any bond requirement for such Personal Representative that I am permitted by law to waive.

## ARTICLE III

### HEALTH CARE

My Agent is authorized in my Agent's sole and absolute discretion from time to time and at any time to exercise the authority described below relating to matters involving my health and medical care. In exercising the authority granted to my Agent herein, my Agent is instructed that she should try to discuss with me the specifics of any proposed decision regarding my medical care and treatment if I am able to communicate in any manner, even by blinking my eyes. My Agent is further instructed that if I am unable to give an informed consent to medical treatment,



my Agent shall give or withhold such consent for me based upon any treatment choices that I have expressed while competent, whether under this instrument or otherwise. If my Agent cannot determine the treatment choice I would want to make under the circumstances, then she should make such choice for me based upon what she believes to be in my best interests. Accordingly, my Agent is authorized as follows:

- i. **EMPLOYMENT OF HEALTH CARE PERSONNEL.** To employ and discharge medical personnel including physicians, psychiatrists, dentist, nurses and therapists as my Agent shall deem necessary for my physical, mental and emotional well-being, and to pay them or any of them reasonable compensation.
- ii. **CONSENT TO MEDICAL TREATMENT.** To give consent to any medical procedures, tests or treatment, including surgery; to arrange for my hospitalization, convalescent care, hospice or home care; to summon paramedics or other emergency medical personnel and seek emergency treatment for me, as my Agent shall deem appropriate; and under circumstances in which my Agent determines that certain medical procedures, tests or treatments are no longer of any benefit to me or, based on instruction previously given by me are not desired by me regardless of benefit, to revoke, withdraw, modify or change consent to such procedures, tests or treatments, as well as hospitalization, convalescent care, hospice or home care which I or my Agent may have previously allowed or consented to or which may have been implied due to emergency conditions.
- iii. **PROTECTION OF RIGHT TO PRIVACY.** To exercise my right of privacy to make decisions regarding my medical treatment and my right to be left alone even though the exercise of my right might hasten my death or be against conventional medical advice.
- iv. **POWER TO GRANT RELEASES.** To grant, in conjunction with any instructions given hereunder, releases to hospital staff, physicians, nurses and other medical and hospital administrative personnel who act in reliance on instruction given by my Agent or who render written opinions to my Agent in connection with any matter described herein from all liability for damages suffered or to be suffered by me; to sign documents titled or purporting to be a "Refusal to Permit Treatment" and "Leaving Hospital Against Medical Advice" as well as any necessary waivers of or released from liability required by any hospital or physician to implement my wishes regarding medical treatment or non-treatment.

**ARTICLE IV**

**DURABILITY PROVISION**

This power of attorney is intended to be a durable power of attorney and this durable power of attorney shall not be affected by my disability except as provided by statute. It revokes any and all general durable powers of attorney which have heretofore been given by me and shall be immediately and fully effective upon the execution of same.

**ARTICLE V**

**ADMINISTRATIVE PROVISIONS**

- i. **NOMINATION OF AGENT AS CONSERVATOR, CURATOR AND GUARDIAN FOR PRINCIPAL.** To the extent that I am permitted by law to do so, I herewith nominate, constitute and appoint my Agent to serve as my guardian, conservator and/or in any similar representative capacity, and if I am not permitted by law to so nominate, constitute and appoint, then I request in the strongest possible terms that any court of competent jurisdiction which may receive and be asked to act upon a petition by any person to appoint a guardian, conservator or similar representative for me give the greatest possible weight to this request.
- ii. **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 competence to determine if any actions need be taken under this instrument.
- iii. **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.
- iv. **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.
- v. **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.

- vi. **TERMINATION.** This Power of Attorney may be terminated by the Principal at any time, except during periods of disability, incompetency or incapacity, by delivering written notice of such termination to the Agent. Said power of attorney shall be terminated upon receipt of said notice by the Agent.

**IN WITNESS WHEREOF**, I have executed this General Durable Power of Attorney and copies thereof shall be deemed to be an original.

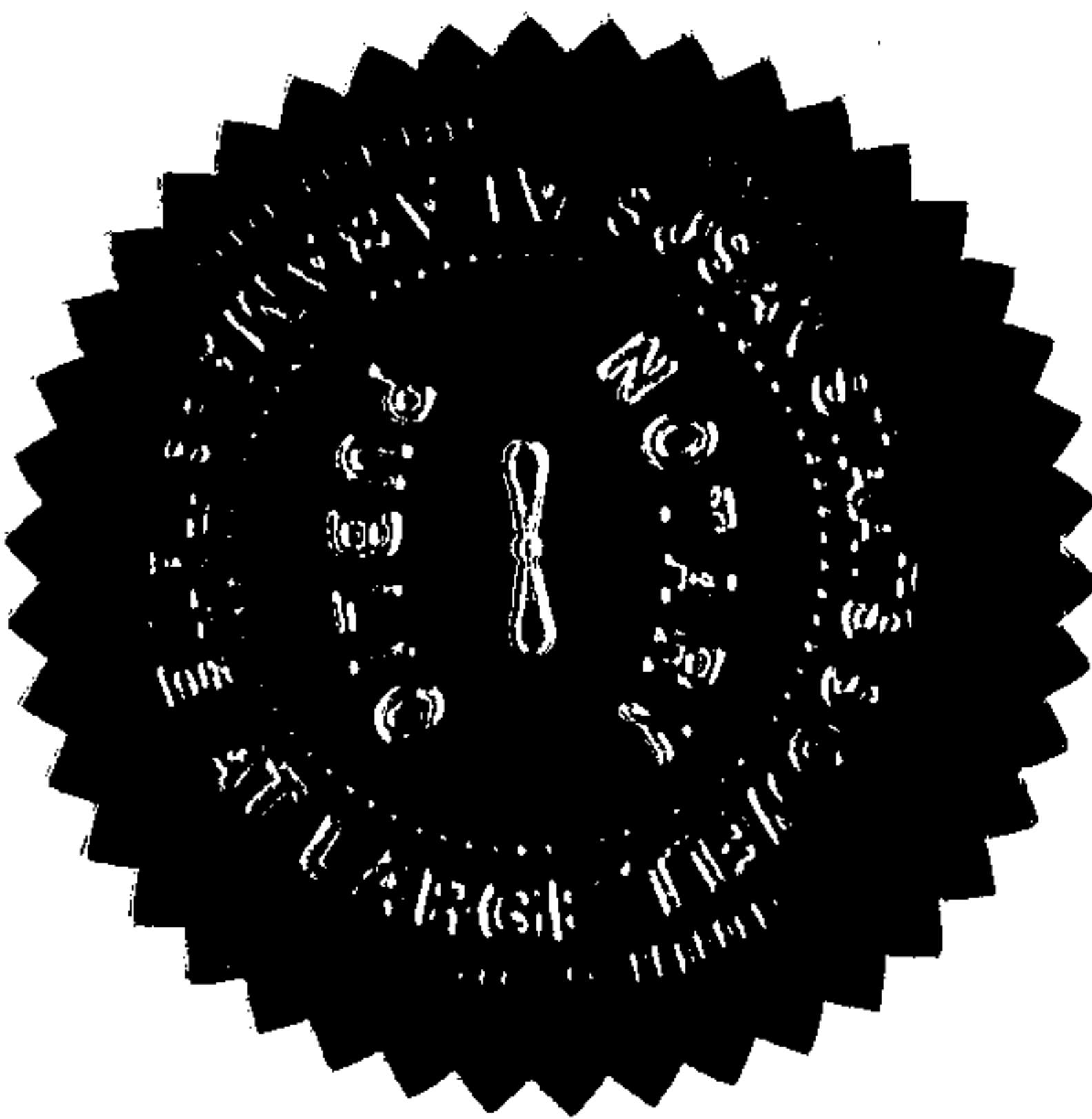
EXECUTED in Shelby , Alabama, on the 14 day of December, 2015.

Grace Cross Kendrick  
**GRACE CROSS KENDRICK**  
As Principal

STATE OF ALABAMA           )  
  )  
SHELBY COUNTY            )

I, the undersigned authority, hereby certify that **GRACE CROSS KENDRICK**, 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, he executed the same voluntarily on the day the same bears date.

Given under my hand and seal this 14 day of December, 2015.



Sam Shanks Smith  
Notary Public  
My Commission Expires: 2-29-16