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Shelby Cnty Judge of Probate, AL
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**DURABLE POWER OF ATTORNEY
OF
KATHLEEN MALONEY CEASAR**

Section I
Appointment of Agent and Successor Agent

I, Kathleen Maloney Ceasar, the principal, name my spouse, Thomas Antoine Ceasar, as my agent.

If my agent is unable or unwilling to act for me, I name John Patrick Maloney as my successor agent.

If my successor agent is unable or unwilling to act for me, I name Christopher O'Gwynn as my second successor agent.

Section II
Effective Date

This power of attorney shall be effective immediately upon execution by me.

Section III
Grant of General Authority

Except as otherwise specifically prohibited in this durable power of attorney, I authorize my agent and any successor agent to exercise or perform any act, power, duty, right, or obligation whatsoever that I 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 powers specifically enumerated in paragraphs A through N below. 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. This power of attorney shall not terminate on my disability, incompetency or incapacity but shall be fully effective, notwithstanding that I am disabled, incompetent or incapacitated or any uncertainty as to whether I am dead or alive subsequent to its execution. This power of attorney shall be construed and interpreted as a general power of attorney.

A. Real Property. To (1) demand, buy, lease, receive, accept as a gift or as security for an extension of credit, or otherwise acquire or reject an interest in real property or a right incident to real property; (2) sell; exchange; convey with or without covenants, representations, or warranties; quitclaim; release; surrender; retain title for security; encumber; partition; consent to partitioning; subject to an easement or covenant; subdivide; apply for zoning or other

governmental permits; plat or consent to platting; develop; grant an option concerning; lease; sublease; contribute to an entity in exchange for an interest in that entity; or otherwise grant or dispose of an interest in real property or a right incident to real property; (3) pledge or mortgage an interest in real property or right incident to real property as security to borrow money or pay, renew, or extend the time of payment of my debts or a debt guaranteed by me; (4) release, assign, satisfy, or enforce by litigation or otherwise a mortgage, deed of trust; conditional sale contract encumbrance, lien, or other claim to real property which exists or is asserted; (5) manage or conserve an interest in real property or a right incident to real property owned or claimed to be owned by me, including: (i) insuring against liability or casualty or other loss; (ii) obtaining or regaining possession of or protecting the interest or right by litigation or otherwise; (iii) paying, assessing, compromising, or contesting taxes or assessments or applying for and receiving refunds in connection with them; and (iv) purchasing supplies, hiring assistance or labor, and making repairs or alterations to the real property; (6) use, develop, alter, replace, remove, erect, or install structures or other improvements upon real property in or incident to which I have, or claim to have, an interest or right; (7) participate in a reorganization with respect to real property or an entity that owns an interest in or right incident to real property and receive, and hold, and act with respect to stocks and bonds or other property received in a plan of reorganization, including: (i) selling or otherwise disposing of them; (ii) exercising or selling an option, right of conversion, or similar right with respect to them; and (iii) exercising any voting rights in person or by proxy; (8) change the form of title of an interest in or right incident to real property; and (9) dedicate to public use, with or without consideration, easements or other real property in which I have, or claim to have, an interest.

B. Tangible Personal Property. To (1) demand, buy, receive, accept as a gift or as security for an extension of credit, or otherwise acquire or reject ownership or possession of tangible personal property or an interest in tangible personal property; (2) sell; exchange; convey with or without covenants, representations, or warranties; quitclaim; release; surrender; create a security interest in; grant options concerning; lease; sublease; or, otherwise dispose of tangible personal property or an interest in tangible personal property; (3) grant a security interest in tangible personal property or an interest in tangible personal property as security to borrow money or pay, renew, or extend the time of payment of my debts or a debt guaranteed by me; (4) release, assign, satisfy, or enforce by litigation or otherwise, a security interest, lien, or other claim on my behalf, with respect to tangible personal property or an interest in tangible personal property; and (5) manage or conserve tangible personal property or an interest in tangible personal property on my behalf, including: (i) insuring against liability or casualty or other loss; (ii) obtaining or regaining possession of or protecting the property or interest, by litigation or otherwise; (iii) paying, assessing, compromising, or contesting taxes or assessments or applying for and receiving refunds in connection with taxes or assessments; (iv) moving the property from place to place; (v) storing the property for hire or on a gratuitous bailment; and (vi) using and making repairs, alterations, or improvements to the property; and (6) change the form of title of an interest in tangible personal property.

C. Stocks and Bonds. To (1) buy, sell, and exchange stocks and bonds; (2) establish, continue, modify, or terminate an account with respect to stocks and bonds; (3) pledge stocks and bonds as security to borrow, pay, renew, or extend the time of payment of my debts; (4) receive certificates and other evidences of ownership with respect to stocks and bonds; and (5)

exercise voting rights with respect to stocks and bonds in person or by proxy, enter into voting trusts, and consent to limitations on the right to vote.

D. Commodities and Options. To (1) buy, sell, exchange, assign, settle, and exercise commodity futures contracts and call or put options on stocks or stock indexes traded on a regulated option exchange; and (2) establish, continue, modify, and terminate option accounts.

E. Banks and Other Financial Institutions. To (1) continue, modify, and terminate an account or other banking arrangement made by me or on my behalf; (2) establish, modify, and terminate an account or other banking arrangement with a bank, trust company, savings and loan association, credit union, thrift company, brokerage firm, or other financial institution selected by the agent; (3) contract for services available from a financial institution, including renting a safe deposit box or space in a vault; (4) withdraw, by check, order, electronic funds transfer, or otherwise, money or property of mine deposited with or left in the custody of a financial institution; (5) receive statements of account, vouchers, notices, and similar documents from a financial institution and act with respect to them; (6) enter a safe deposit box or vault and withdraw or add to the contents; (7) borrow money and pledge as security personal property of mine necessary to borrow money or pay, renew, or extend the time of payment of my debts or a debt guaranteed by me; (8) make, assign, draw, endorse, discount, guarantee, and negotiate promissory notes, checks, drafts, and other negotiable or nonnegotiable paper of mine or payable to me or my order, transfer money, receive the cash or other proceeds of those transactions, and accept a draft drawn by a person upon me and pay it when due; (9) receive for me and act upon a sight draft, warehouse receipt, or other document of title whether tangible or electronic, or other negotiable or nonnegotiable instrument; (10) apply for, receive, and use letters of credit, credit and debit cards, electronic transaction authorizations, and traveler's checks from a financial institution and give an indemnity or other agreement in connection with letters of credit; and (11) consent to an extension of the time of payment with respect to commercial paper or a financial transaction with a financial institution.

F. Operation of Entity or Business. To (1) operate, buy, sell, enlarge, reduce, or terminate an ownership interest; (2) perform a duty or discharge a liability and exercise in person or by proxy a right, power, privilege, or option that I have, may have, or claim to have; (3) enforce the terms of an ownership agreement; (4) initiate, participate in, submit to alternative dispute resolution, settle, oppose, or propose or accept a compromise with respect to litigation to which I am a party because of an ownership interest; (5) exercise in person or by proxy, or enforce by litigation or otherwise, a right, power, privilege, or option I have or claim to have as the holder of stocks and bonds; (6) initiate, participate in, submit to alternative dispute resolution, settle, oppose, or propose or accept a compromise with respect to litigation to which I am a party concerning stocks and bonds; (7) with respect to an entity or business owned solely by me: (i) continue, modify, renegotiate, extend, and terminate a contract made by me or on my behalf with respect to the entity or business before execution of the power of attorney; (ii) determine (A) the location of its operation; (B) the nature and extent of its business; (C) the methods of manufacturing, selling, merchandising, financing, accounting, and advertising employed in its operation; (D) the amount and types of insurance carried; and (E) the mode of engaging, compensating and dealing with its employees and accountants, attorneys, or other advisors; (iii) change the name or form of organization under which the entity or business is

operated and enter into an ownership agreement with other persons to take over all or part of the operation of the entity or business; and (iv) demand and receive money due or claimed by me or on my behalf in the operation of the entity or business and control and disburse the money in the operation of the entity or business; (8) put additional capital into an entity or business in which I have an interest; (9) join in a plan of reorganization, consolidation, conversion, domestication, or merger of the entity or business; (10) sell or liquidate all or part of an entity or business; (11) establish the value of an entity or business under a buy-out agreement to which I am a party; (12) prepare, sign, file, and deliver reports, compilations of information, returns, or other papers with respect to an entity or business and make related payments; and (13) pay, compromise, or contest taxes, assessments, fines, or penalties and perform any other act to protect me from illegal or unnecessary taxation, assessments, fines, or penalties, with respect to an entity or business, including attempts to recover, in any manner permitted by law, money paid before or after the execution of the power of attorney.

G. Insurance and Annuities. To (1) continue, pay the premium or make a contribution on, modify, exchange, rescind, release, or terminate a contract procured by me or on my behalf which insures or provides an annuity to either me or another person, whether or not I am a beneficiary under the contract; (2) procure new, different, and additional contracts of insurance and annuities for me and my spouse, children, and other dependents, and select the amount, type of insurance or annuity, and mode of payment; (3) pay the premium or make a contribution on, modify, exchange, rescind, release, or terminate a contract of insurance or annuity procured by the agent; (4) apply for and receive a loan secured by a contract of insurance or annuity; (5) surrender and receive the cash surrender value on a contract of insurance or annuity; (6) exercise an election; (7) exercise investment powers available under a contract of insurance or annuity; (8) change the manner of paying premiums on a contract of insurance or annuity; (9) change or convert the type of insurance or annuity with respect to which I have or claim to have authority described in this section; (10) apply for and procure a benefit or assistance under a statute or regulation to guarantee or pay premiums of a contract of insurance on my life; (11) collect, sell, assign, hypothecate, borrow against, or pledge my interest in a contract of insurance or annuity; (12) select the form and timing of the payment of proceeds from a contract of insurance or annuity; and (13) pay, from proceeds or otherwise, compromise or contest, and apply for refunds in connection with assessment levied by a taxing authority with respect to a contract of insurance or annuity or its proceeds or liability accruing by reason of the tax or assessment.

H. Estates, Trusts and Other Beneficial Interests. To (1) accept, receive, receipt for, sell, assign, pledge, or exchange a share in or payment from the fund; (2) demand or obtain money or another thing of value to which I am, may become, or claim to be, entitled by reason of the fund, by litigation or otherwise; (3) exercise for my benefit a presently exercisable general power of appointment held by me; (4) initiate, participate in, submit to alternative dispute resolution, settle, oppose, or propose or accept a compromise with respect to litigation to ascertain the meaning, validity, or effect of a deed, will, declaration of trust, or other instrument or transaction affecting the interest of mine; (5) initiate, participate in, submit to alternative dispute resolution, settle, oppose, or propose or accept a compromise with respect to litigation to remove, substitute, or surcharge a fiduciary; (6) conserve, invest, disburse, or use anything received for an authorized purpose; (7) transfer an interest of mine in real property, stocks and bonds, accounts with financial institutions or securities intermediaries, insurance, annuities, and

other property to the trustee of a revocable trust created by me as settler; and (8) reject, renounce, disclaim, release, or consent to a reduction in or modification of a share in or payment from the fund. In this paragraph, "estates, trusts, and other beneficial interests" means a trust, probate estate, guardianship, conservatorship, escrow, or custodianship or a fund from which I am, may become, or claim to be, entitled to a share or payment.

I. Claims and Litigation. To (1) assert and maintain before a court or administrative agency a claim, claim for relief, cause of action, counterclaim, offset, recoupment, or defense, including an action to recover property or other thing of value, recover damages sustained by me, eliminate or modify tax liability, or seek an injunction, specific performance, or other relief; (2) bring an action to determine adverse claims or intervene or otherwise participate in litigation; (3) seek an attachment, garnishment, order of arrest, or other preliminary, provisional, or intermediate relief and use an available procedure to effect or satisfy a judgment, order, or decree; (4) make or accept a tender, offer of judgment, or admission of facts, submit a controversy on an agreed statement of facts, consent to examination, and bind me in litigation; (5) submit to alternative dispute resolution, settle, and propose or accept a compromise; (6) waive the issuance and service of process upon me, accept service of process, appear for me, designate persons upon which process directed to me may be served, execute and file or deliver stipulations on my behalf, verify pleadings, seek appellate review, procure and give surety and indemnity bonds, contract and pay for the preparation and printing of records and briefs, receive, execute, and file or deliver a consent, waiver, release, confession of judgment, satisfaction of judgment, notice, agreement, or other instrument in connection with the prosecution, settlement, or defense of a claim or litigation; (7) act for me with respect to bankruptcy or insolvency, whether voluntary or involuntary, concerning me or some other person, or with respect to a reorganization, receivership, or application for the appointment of a receiver or trustee which affects an interest of mine in property or other thing of value; (8) pay a judgment, award, or order against me or a settlement made in connection with a claim or litigation; and (9) receive money or other thing of value paid in settlement of or as proceeds of a claim or litigation.

J. Personal and Family Maintenance. To (1) perform the acts necessary to maintain the customary standard of living of me, my spouse, and the following individuals, whether living when the power of attorney is executed or later born: (i) my children; (ii) other individuals legally entitled to be supported by me; and (iii) the individuals whom I have customarily supported or indicated the intent to support; (2) make periodic payments of child support and other family maintenance required by a court or governmental agency or an agreement to which I am a party; (3) provide living quarters for the individuals described in (1) by purchase, lease, or other contract or by paying the operating costs, including interest, amortization payments, repairs, improvements, and taxes, for premises owned by me or occupied by those individuals; (4) provide normal domestic help, usual vacations and travel expenses, and funds for shelter, clothing, food, appropriate education, including postsecondary and vocational education, and other current living costs for the individuals described in (1); (5) pay expenses for necessary health care and custodial care on behalf of the individuals described in (1); (6) act as my personal representative pursuant to the Health Insurance Portability and Accountability Act, as amended, and applicable regulations, in making decisions related to the past, present, or future payment for the provision of health care consented to by me or anyone authorized under the law of this state to consent to health care on my behalf; (7) continue any provision made by me for automobiles

or other means of transportation, including registering, licensing, insuring, and replacing them, for the individuals described in (1); (8) maintain credit and debit accounts for the convenience of the individuals described in (1) and open new accounts; and (9) continue payments incidental to the membership or affiliation of mine in a religious institution, club, society, order, or other organization or to continue contributions to those organizations. The agent's authority with respect to the foregoing is neither dependent upon, nor limited by, authority that the agent may or may not have with respect to gifts under this power of attorney.

K. Benefits From Governmental Programs or Civil or Military Service. To (1) execute vouchers in my name for allowances and reimbursements payable by the United States or a foreign government or by a state or subdivision of a state to me, including allowances and reimbursements for transportation of the individuals described in (1) of paragraph J above, and for shipment of their household effects; (2) take possession and order the removal and shipment of property of mine from a post, warehouse, depot, dock, or other place of storage or safekeeping, either governmental or private, and execute and deliver a release, voucher, receipt, bill of lading, shipping ticket, certificate, or other instrument for that purpose; (3) enroll in, apply for, select, reject, change, amend, or discontinue, on my behalf, a benefit or program; (4) prepare, file, and maintain a claim of mine for a benefit or assistance, financial or otherwise, to which I may be entitled under a statute or regulation; (5) initiate, participate in, submit to alternative dispute resolution, settle, oppose, or propose or accept a compromise with respect to litigation concerning any benefit or assistance I may be entitled to receive under a statute or regulation; and (6) receive the financial proceeds of a claim described in (4) and conserve, invest, disburse, or use for a lawful purpose anything so received. In this paragraph, "benefits from governmental programs or civil or military service" means any benefit, program, or assistance provided under a statute or regulation including, but not limited to, Social Security, Medicare and Medicaid.

L. Retirement Plans. To (1) select the form and timing of payments under a retirement plan and withdraw benefits from a plan; (2) make a rollover, including a direct trustee-to-trustee rollover, of benefits from one retirement plan to another; (3) establish a retirement plan in my name; (4) make contributions to a retirement plan; (5) exercise investment powers available under a retirement plan; and (6) borrow from, sell assets to, or purchase assets from a retirement plan. In this paragraph, "retirement plan" means a plan or account created by an employer, me or another individual to provide retirement benefits or deferred compensation of which I am a participant, beneficiary, or owner, including a plan or account under Sections 408, 408A, 408(q), 403(b), 401(a), 457(b) and 409A of the IRC, as amended.

M. Taxes. To: (1) prepare, sign, and file federal, state, local, and foreign income, gift, payroll, property, Federal Insurance Contributions Act, and other tax returns, claims for refunds, requests for extension of time, petitions regarding tax matters, and any other tax-related documents, including receipts, offers, waivers, consents, including consents and agreements under Section 2032A of the IRC, as amended, closing agreements, and any power of attorney required by the IRS or other taxing authority with respect to a tax year upon which the statute of limitations has not run and the following 25 tax years; (2) pay taxes due, collect refunds, post bonds, receive confidential information, and contest deficiencies determined by the IRS or other taxing authority; (3) exercise any election available to me under federal, state, local, or foreign

tax law; and (4) act for me in all tax matters for all periods before the IRS, or other taxing authority.


N. Gifts. To: (1) make outright to, or “for the benefit of,” a person including the agent, a gift of any of my property, including by the exercise of a presently exercisable general power of appointment held by me, in an amount per donee not to exceed the annual dollar limits of the federal gift tax exclusion under Section 2503(b) of the IRC, as amended, without regard to whether the federal gift tax exclusion applies to the gift, or if my spouse agrees to consent to a split gift pursuant to Section 2513 of the IRC, as amended, in an amount per donee not to exceed twice the annual federal gift tax exclusion limit; and (2) consent, pursuant to Section 2513 of the IRC, as amended, to the splitting of a gift made by my spouse in an amount per donee not to exceed the aggregate annual gift tax exclusions for my spouse and me. The agent may make a gift of my property only as the agent determines is consistent with my objectives if actually known by the agent and, if unknown, as the agent determines is consistent with my best interest based on all relevant factors, including: (1) the value and nature of my property; (2) my foreseeable obligations and need for maintenance; (3) minimization of taxes (including income, estate, inheritance, generation skipping transfer, and gift taxes); (4) eligibility for a benefit, a program, or assistance under a statute or regulation; and (5) my personal history of making or joining in making gifts. In this paragraph, a gift “for the benefit of” a person includes a gift to a trust, an account under the UTMA, and a tuition savings account or prepaid tuition plan as defined under Section 529 of the IRC, as amended.

Section IV

Acts Requiring Specific Grant and Limitation of Authority

A. Acts Requiring Specific Grant of Authority. Notwithstanding a grant of authority to do an act described in Section III, my agent may not (1) create, amend, revoke, or terminate an inter vivos trust, by trust or other applicable law; (2) create or change rights of survivorship; (3) create or change a beneficiary designation; (4) authorize another person to exercise the authority granted under this power of attorney; (5) waive my right to be a beneficiary of a joint and survivor annuity, including a survivor benefit under a retirement plan, (6) exercise fiduciary powers that I have authority to delegate, or (7) make a gift that exceeds the monetary limitations set forth in paragraph N of Section III above.

B. Limitation on Agent’s Power. Any power or authority granted to my agent herein shall be limited so as to prevent this power of attorney from causing my agent to be taxed on my income and from causing my assets and estate to be subject to a “general power of appointment” by my agent, as that term is defined in Section 2041 and Section 2514 of the IRC, as amended. No agent shall have any power or authority whatsoever with respect to any policy of insurance owned by me on the life of the agent, or any trust created by the agent as to which I am a trustee.


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Section V
Nomination of Conservator or Guardian

A. Nomination. If it becomes necessary for a court to appoint a conservator or guardian of my estate or guardian of my person, I nominate my agent designated in Section I for appointment. If my first nominee is unable or unwilling to act for me, I nominate the successor agents, in the order designated in Section I, for appointment.

B. Relation of Agent to Court Appointed Fiduciary. If a court appoints a conservator of my estate or other fiduciary charged with the management of all of my property or all of my property except specified exclusions, the agent, during the period of such appointment, shall account to such fiduciary and me. In such event, the fiduciary shall have the same power to revoke or amend this power of attorney that I would have had if I were not disabled, incompetent or incapacitated.

Section VI
Miscellaneous

A. Reliance. Any person (including my agent) may rely upon the validity of this power of attorney unless the person has actual knowledge that (i) the power of attorney is void, invalid, or terminated; (ii) the agent's authority is void, invalid or terminated, or (iii) the agent is exceeding or improperly exercising the agent's authority.

B. Termination of Power of Attorney. This power of attorney shall terminate (i) upon my death; (ii) if revoked by me or by a fiduciary appointed by a court for me, or (iii) if I revoke the agent's authority hereunder (or the agent dies, becomes incapacitated, or resigns) and this power of attorney does not provide for a successor agent to act hereunder.

C. Termination of Agent's Authority. An agent's authority shall terminate if (i) I revoke the authority, (ii) the agent dies, becomes incapacitated, or resigns, (iii) my spouse is my agent and an action is filed for the divorce or annulment of our marriage or our legal separation, or (iv) the power of attorney terminates under paragraph B of this Section.

D. Resignation of Agent. An agent may resign by giving notice to me. If I am incapacitated such notice may be given (i) to the conservator, or guardian if there is no conservator, if either has been appointed for me, and to any co-agent or successor agent; or (ii) if there is no person described in (i), then to my caregiver, another person reasonably believed by the agent to have sufficient interest in my welfare, or a governmental agency having authority to protect my welfare.

E. Authority of Successor Agent. A successor agent shall have the same authority as that granted to the original agent. A successor agent shall not act until all predecessor agents to such successor have resigned, died, become incapacitated, are no longer qualified to serve, or have declined to serve.



F. Reimbursement and No Compensation. An agent or successor agent named herein shall be entitled to reimbursement of expenses reasonably incurred on my behalf. An agent or



successor agent named herein shall serve in such capacity without compensation, except that such person shall be entitled to reasonable compensation for extraordinary services.

G. Photocopy. A photocopy or electronically transmitted copy of this original power of attorney shall have the same effect as the original. The agent may use such copy for the purpose of presenting notice of this power of attorney and the power of the agent to act hereunder.

H. Interpretation and Governing Law. This power of attorney shall be construed and interpreted as a general durable power of attorney. Except as otherwise provided herein, the enumeration of specific powers herein is not intended to, nor does it, limit or restrict the general powers herein granted to my agent. The meaning and effect of this power of attorney shall be determined by the law of the State of Alabama. The Alabama Uniform Power of Attorney Act shall govern all questions as to the validity of this power of attorney and the construction of its provisions.

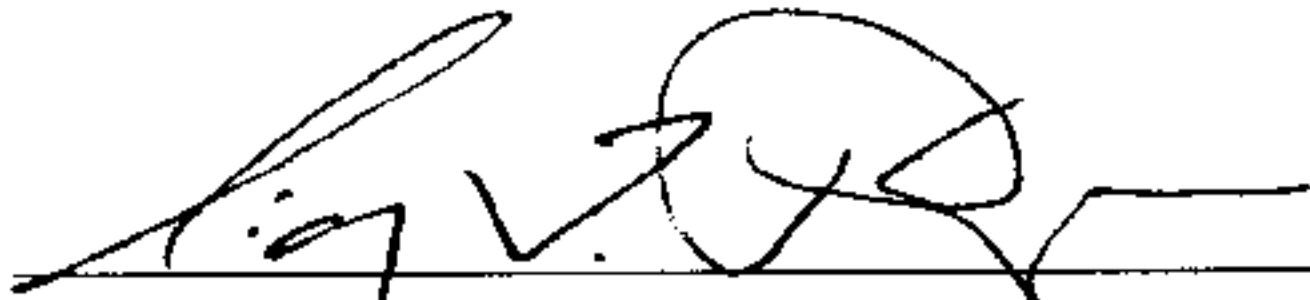

Kathleen Maloney Ceasar
401 Foothills Parkway
Chelsea, Alabama 35043


STATE OF ALABAMA)


JEFFERSON COUNTY)

The undersigned, a Notary Public, in and for the County in this State, hereby certify that Kathleen Maloney Ceasar, whose name is signed to the foregoing document, and who is known to me, acknowledged before me on this day that, being informed of the contents of the document, she executed the same voluntarily on the day the same bears date.

Given under my hand this the day of 7th day of May, 2015.


Notary Public
My commission Expires: 1/16/16

Prepared By:
Sidney T. Philips, Esq.
Leitman, Siegal & Payne, P.C.
420 North 20th Street, Suite 2000
Birmingham, AL 35203


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