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09/14/2016 09:28:15 AM
POA 1/10

DURABLE POWER OF ATTORNEY

I, Barbara Ann Bingham Fowler, residing at 136 Creekstone Trail, Calera, Alabama 35040, hereby appoint Karen Vaughan of 109 Grove Circle, Alabaster, Alabama 35007, as my attorney-in-fact ("Agent") to exercise the powers and discretions described below.

This power of attorney shall not be affected by disability, incompetency, or incapacity of the principal.

I hereby revoke any and all general powers of attorney and special powers of attorney that previously have been signed by me.

My Agent shall have the full power and authority to act on my behalf, including the general authority to act for me with respect to the subjects defined in the Alabama Uniform Power of Attorney Act, Chapter 1A, Title 26, Code of Alabama 1975. This power and authority shall authorize my Agent to manage and conduct all of my affairs and to exercise all of my legal rights and powers, including all rights and powers that I may acquire in the future. My Agent's powers shall include, but not be limited to, the power to:

1. Open, maintain or close bank accounts (including, but not limited to, checking accounts, savings accounts, and certificates of deposit), brokerage accounts, retirement plan accounts, and other similar accounts with financial institutions.

a. Conduct any business with any banking or financial institution with respect to any of my accounts, including, but not limited to, making deposits and withdrawals, negotiating or endorsing any checks or other instruments with respect to any such accounts, obtaining bank statements, passbooks, drafts, money orders, warrants, and certificates or vouchers payable to me by any person, firm, corporation or political entity.

b. Perform any act necessary to deposit, negotiate, sell or transfer any note, security, or draft of the United States of America, including U.S. Treasury Securities.

c. Have access to any safe deposit box that I might own, including its contents.

2. Provide for the support and protection of myself, my spouse, or of any minor child I have a duty to support or have established a pattern of prior support, including, without limitation, provision for food, lodging, housing, medical services, recreation and travel;

3. Sell, exchange, buy, invest, or reinvest any assets or property owned by me. Such assets or property may include income producing or non-income producing assets and property.

4. Purchase and/or maintain insurance and annuity contracts, including life insurance upon my

life or the life of any other appropriate person.

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5. Take any and all legal steps necessary to collect any amount or debt owed to me, or to settle any claim, whether made against me or asserted on my behalf against any other person or entity.

6. Enter into binding contracts on my behalf.

7. Exercise all stock rights on my behalf as my proxy, including all rights with respect to stocks, bonds, debentures, commodities, options or other investments.

8. Employ professional and business assistance as may be appropriate, including attorneys, accountants, and real estate Agents.

9. Sell, convey, lease, mortgage, manage, insure, improve, repair, or perform any other act with respect to any of my property (now owned or later acquired) including, but not limited to, real estate and real estate rights (including the right to remove tenants and to recover possession). This includes the right to sell or encumber any homestead that I now own or may own in the future.

10. Prepare, sign, and file documents with any governmental body or agency, including, but not limited to, authorization to:

a. Prepare, sign and file income and other tax returns with federal, state, local, and other governmental bodies.

b. Obtain information or documents from any government or its agencies, and represent me in all tax matters, including the authority to negotiate, compromise, or settle any matter with such government or agency.

c. Prepare applications, provide information, and perform any other act reasonably requested by any government or its agencies in connection with governmental benefits (including medical, military and social security benefits), and to appoint anyone, including my Agent, to act as my "Representative Payee" for the purpose of receiving Social Security benefits.

11. Subject to other provisions of this document, my Agent may disclaim any interest, which might otherwise be transferred or distributed to me from any other person, estate, trust, or other entity, as may be appropriate. However, my Agent may not disclaim assets to which I would be entitled, if the result is that the disclaimed assets pass directly or indirectly to my Agent or my Agent's estate.

12. Have access to my healthcare and medical records and statements regarding billing,

insurance and payments.

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13. Act on my behalf for the purposes of managing, distributing, and terminating my digital assets. For the purposes of this Power of Attorney, digital assets shall mean electronic assets that are stored on my computers, electronic devices, or on any online account, as identified in the Digital Assets Memorandum of this Power of Attorney. Online accounts include, but are not limited to, social-networking sites, online backup services, servers, email accounts, photo and document sharing sites, financial and business accounts, domain names, virtual property, websites, and blogs. The Digital Assets Memorandum, with associated websites, usernames, passwords, and related information, is hereby incorporated by reference into this Power of Attorney and shall be distributed to my Agent designated in this Power of Attorney. My Agent shall have the power and authority to manage, conduct, and to exercise all of my legal rights and powers relating to my digital assets, including all rights and powers that I may acquire in the future. My Agent's powers shall include, but not be limited to, the power to access, download, and backup digital assets, convert my file formats, access any and all devices necessary to manage digital assets, and clear computer caches and delete files.

This Power of Attorney shall be construed broadly as a General Power of Attorney. The listing of specific powers is not intended to limit or restrict the general powers granted in this Power of Attorney in any manner.

Any power or authority granted to my Agent under this document shall be limited to the extent necessary to prevent this Power of Attorney from causing, (i) my income to be taxable to my Agent, (ii) my assets to be subject to a general power of appointment by my Agent, or (iii) my Agent to have any incidents of ownership with respect to any life insurance policies that I may own on the life of my Agent.

My Agent shall not be liable for any loss that results from a judgment error that was made in good faith. However, my Agent shall be liable for willful misconduct or the failure to act in good faith while acting under the authority of this Power of Attorney. A Successor Agent shall not be liable for acts of a prior Agent.

No person who relies in good faith on the authority of my Agent under this instrument shall incur any liability to me, my estate or my personal representative. I authorize my Agent to indemnify and hold harmless any third party who accepts and acts under this document.

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.

My Agent shall not be entitled to any compensation, during my lifetime or upon my death, for any services provided as my Agent. My Agent shall not be entitled to reimbursement of expenses incurred as a result of carrying out any provision of this Power of Attorney.

My Agent shall provide an accounting for all funds handled and all acts performed as my Agent as

required under state law or upon my request or the request of any authorized personal
representative, fiduciary or court of record acting on my behalf. 20160914000334030 09/14/2016 09:28:15 AM POA 4/10

This Power of Attorney is granted in, and shall be governed by the laws of the state of Alabama; however, I intend that this Power of Attorney be universally recognized and that it be universally admissible to recordation. In the event that I become a resident of another jurisdiction, or obtain property, including real property or any other property interest, in another jurisdiction, it remains my intention that the laws of Alabama shall continue to govern this Power of Attorney.

This Power of Attorney shall become effective immediately, and shall not be affected by my disability or lack of mental competence, except as may be provided otherwise by an applicable state statute. This is a Durable Power of Attorney. This Power of Attorney shall continue effective until my death. This Power of Attorney may be revoked by me at any time by providing written notice to my Agent.

Dated 8-4, 2016, at Calera, Alabama.

Barbara Ann Bingham Fowler
Barbara Ann Bingham Fowler

Witness Signature:

Name:

City:

State:

Roderick F. Olsen
RODERICK F. OLSEN
CALERA
ALABAMA

Witness Signature:

Name:

City:

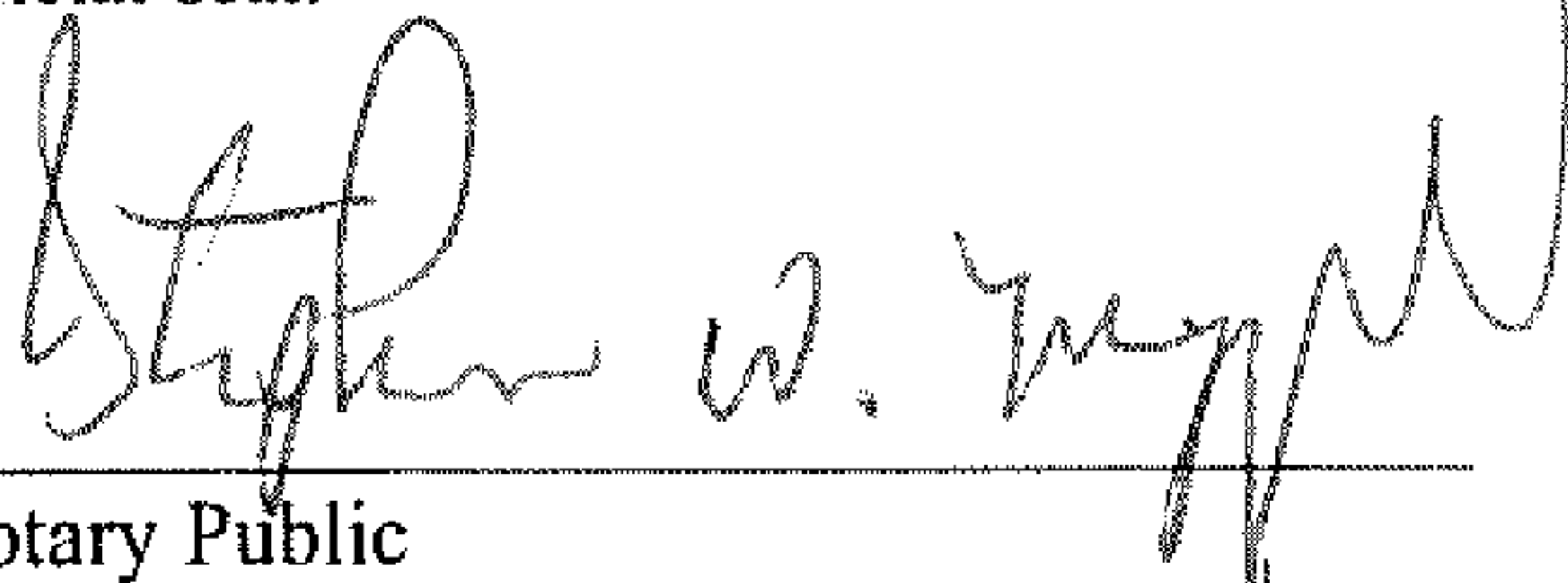
State:

Christine Olsen
Christine Olsen
Calera
Alabama

STATE OF ALABAMA, 20160914000334030 09/14/2016 09:28:15 AM POA 6/10
COUNTY OF SHELBY, ss:

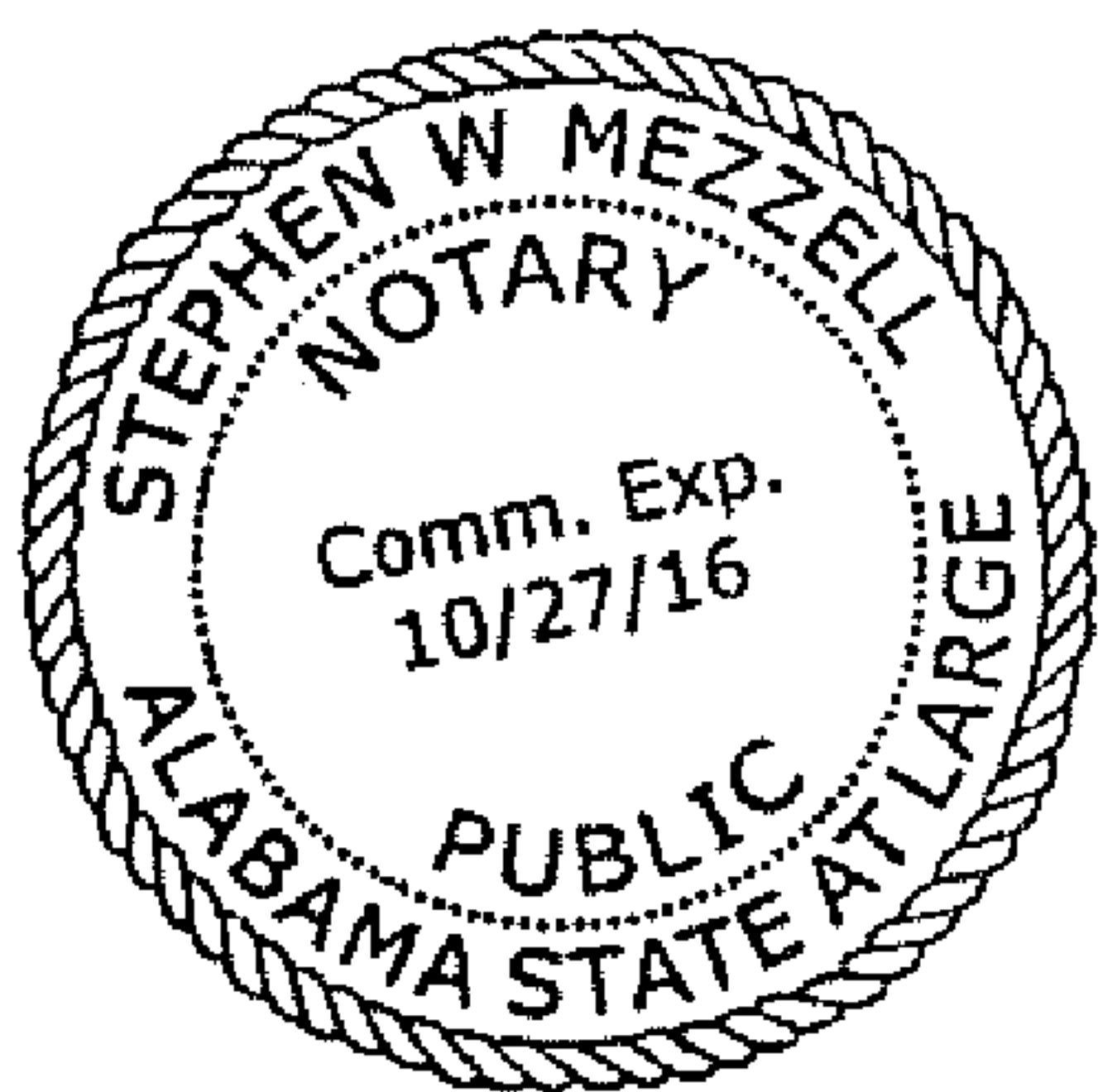
On this 4TH day of AUGUST, 2016, before me,
STEPHEN W. MEZZELL, personally appeared Barbara Ann Bingham Fowler,
known to me (or satisfactorily proven) to be the persons whose names are subscribed to the within
instrument and acknowledged that they executed the same as for the purposes therein contained.

In witness whereof I hereunto set my hand and
official seal.



Notary Public

My commission expires 10/27/16



Notice to Person Executing Power of Attorney:

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A Power of Attorney is an important legal document. By signing the Power of Attorney, you are authorizing another person to act for you, the principal. 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. Before you sign this Power of Attorney, you should know these important facts:

Your Agent (attorney-in-fact) has no duty to act unless you and your Agent agree otherwise in writing.

This document gives your Agent the powers to manage, dispose of, sell and convey your real and personal property, and to use your property as security if your Agent borrows money on your behalf, unless you provide otherwise in this Power of Attorney.

Your Agent will have the right to receive reasonable payment for services provided under this Power of Attorney unless you provide otherwise in this Power of Attorney.

The powers you give your Agent will continue to exist for your entire lifetime, unless you state that the Power of Attorney will last for a shorter period of time or unless you otherwise terminate the Power of Attorney. The powers you give your Agent in this Power of Attorney will continue to exist even if you can no longer make your own decisions respecting the management of your property, unless you provide otherwise in this Power of Attorney.

You can change or correct the terms of this Power of Attorney only by executing a new Power of Attorney, or by executing an amendment through the same formalities as an original. You have the right to revoke or terminate this Power of Attorney at any time, so long as you are competent.

This Power of Attorney must be dated and must be acknowledged before a notary public.

You should read this Power of Attorney carefully. When effective, this Power of Attorney will give your Agent the right to deal with property that you now have or might acquire in the future. The Power of Attorney is important to you. If you do not understand the Power of Attorney, or any provision of it, then you should obtain the assistance of an attorney or other qualified person.

Notice to Person Accepting the Appointment as Attorney-in-Fact:

By acting or agreeing to act as the Agent (attorney-in-fact) under this Power of Attorney, you assume the fiduciary and other legal responsibilities of an Agent. These responsibilities include:

1. The legal duty to: act solely in the interest of the principal; act loyally, with care, competence, and diligence; and avoid conflicts of interest.
2. The legal duty to keep a record of all transactions made on behalf of the principal, including the responsibility to produce receipts, ledgers and other records of all deposits, disbursements or other transactions involving the principal's assets or indebtedness.
3. To cooperate with the principal's Agent for health care decisions, should the principal appoint such an Agent, in making decisions in accordance with the principal's desires or in the best interest of the principal if the principal's wishes are not known.
4. The legal duty to preserve the principal's estate plan, if one exists, and the principal's desires for such plan to be preserved.
5. The legal duty to keep the principal's property separate and distinct from any other property owned or controlled by you.
6. The legal duty to terminate actions as Agent (Attorney-in-Fact) under this Power of Attorney upon the occurrence of any of the following:
 - a. Principal's death;
 - b. Revocation of the Power of Attorney of principal;
 - c. The arrival of any date stated in the Power of Attorney, which states the termination of the Power of Attorney, if any; or
 - d. No additional action is required under the Power of Attorney.
7. If you are the spouse of the principal, the Power of Attorney terminates upon legal separation or dissolution of the marriage.
8. You may be held responsible and liable for any intentional actions which violate or abuse your authority under this Power of Attorney as provided by the state and federal laws governing this Power of Attorney.
9. You have the right to seek legal advice if you do not understand your duties as Agent or any provisions in the Power of Attorney.

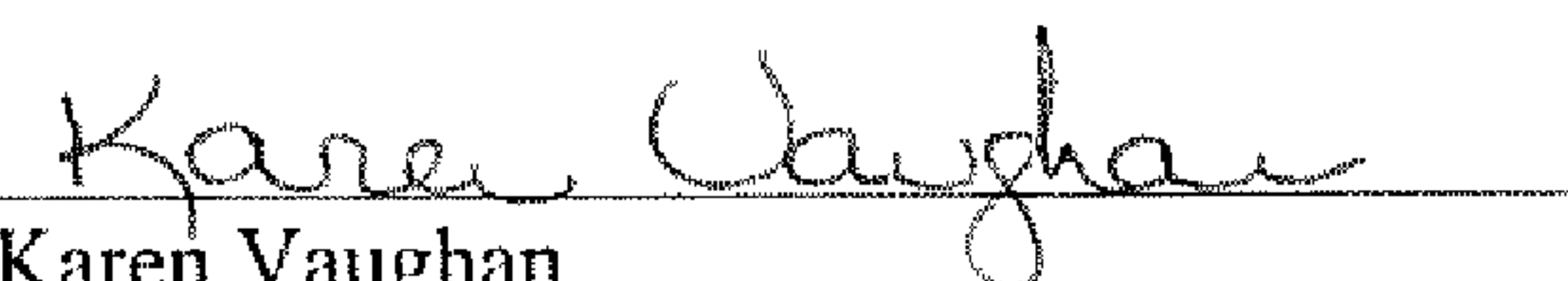
You may not transfer the principal's property to yourself without full and adequate consideration or accept a gift of the principal's property unless this Power of Attorney specifically authorizes you to transfer property to yourself or accept a gift of the principal's property. If you transfer the

principal's property to yourself without specific authorization in the Power of Attorney, you may be prosecuted for fraud and/or embezzlement. If the principal is 65 years of age or older at the time that the property is transferred to you without authority, you may also be prosecuted for elder abuse. In addition to criminal prosecution, you may be sued in civil court.

I have read the foregoing notice and I understand the legal and fiduciary duties that I assume by acting or agreeing to act as the Agent (attorney-in-fact) under the terms of this Power of Attorney.

Date: **20160914000334030 09/14/2016 09:28:15 AM POA 9/10**

Signed:


Karen Vaughan

Digital Assets Memorandum

NOTE TO PRINCIPAL AND DIGITAL AGENT(S): This Digital Assets Memorandum should be separated from the rest of the power of attorney and be kept accessible only to the Principal and the Digital Agent(s), as this may contain sensitive and confidential information. This memorandum may be updated by the Principal from time to time.

Name of Digital Agent and Each Digital Asset

Digital Agent(s):

Name of Digital Agent: Karen Vaughan

Address: 109 Grove Circle

City: Alabaster

State: Alabama

ZIP Code: 35007

Phone Number: 205-568-7564

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Filed and Recorded
Official Public Records
Judge James W. Fuhrmeister, Probate Judge,
County Clerk
Shelby County, AL
09/14/2016 09:28:15 AM
\$42.00 CHERRY
20160914000334030

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