

DURABLE POWER OF ATTORNEY

1. KNOW ALL MEN BY THESE PRESENTS: That I, **Joseph Lynn Dorman**, residing in Jefferson County, Alabama, hereby revoke any Power of Attorney previously executed by me and make, constitute and appoint **Sharon Howard Dorman** as my true and lawful Agent, to act in, manage and conduct all of my affairs, and for that purpose, in my name, place and stead, I give my Agent full authority to do and execute anything that I could do, including without limitation (i) those acts and powers authorized by Sections 204-217 of the Alabama Uniform Power of Attorney Act, and (ii) all or any of the following acts and deeds:

(a) To have and gain entry and access to my safe deposit box or other storage facility at any time; to remove any or all contents thereof; to sign any papers or documents relating thereto; to deposit any papers, documents, securities or personal property in such safe deposit box or facility and to do with respect to any of the contents of said safe deposit box or facility as my Agent may see fit;

(b) To sell, lease, exchange or dispose of any of my real estate and/or personal property to any person or persons, for any price, and upon such terms and conditions, for cash or on credit, as my Agent may deem fit, and to execute any contracts, conveyances, or other instruments whatsoever, with full covenants of warranty;

(c) To conduct or participate in any lawful business for me and in my name, including, without limitation, sole proprietorships, corporations, general or limited partnerships, limited liability partnerships or limited liability companies; to form, organize, incorporate, reorganize, merge, consolidate, recapitalize, sell, liquidate, or dissolve any such business; to elect or employ officers, directors and agents for any such business; to carry out the provisions of any agreement for the sale of any business interest or the stock therein, and to exercise stock options;

(d) To vote at the meetings of stockholders or other meetings of any corporation, either in person or by proxy, to act as my Agent or proxy in respect of any stocks, shares or other instruments now or hereafter held by me, and for that purpose to execute any proxies or other instruments;

(e) To demand, recover and receive any and all sums of money or debts due, payable, or belonging to me;

(f) 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 documents creating security interests;

(g) To sign checks and otherwise withdraw funds from any account at a bank or other financial institution, to endorse any checks, and to deposit any checks or other sums in any such account;

(h) To deliver securities to a broker for my account(s), and with respect to any brokerage account, to effect purchases and sales and to trade in stocks, bonds, funds, or other securities, domestic or foreign, whether dollar or non-dollar denominated, limited partnership interests or trust units, whether or not in negotiable form; to instruct my broker to deliver securities from my

account(s) to my Agent or to others, in such name and form, including my Agent's name, as may Agent direct; to instruct my broker to make payment of sums from my account(s), and to receive and direct payment therefrom payable to my Agent or others; to sell, assign, endorse and transfer any stocks, bonds, or other securities of any nature, at any time standing in my name and to execute any documents necessary to effectuate such transfers; to receive statements of transactions made for my account(s); to question or approve and confirm the same, to receive any and all notices or demands with reference to my accounts(s); and to make any and all agreements with my broker with reference thereto for me and on my behalf.

The power granted in this paragraph (h) shall apply to all brokerage accounts that I may have from time to time and any brokerage accounts established by my Agent. I further authorize my Agent to execute on my behalf any other powers of attorney in whatever form may be appropriate with respect to any brokerage account;

- (i) To purchase any goods, merchandise, securities, or other personal property on my account and for such prices and in such amounts as my Agent may deem proper;
- (j) To settle and adjust all accounts and demands now or hereafter existing between me and any person or persons as my Agent may deem proper;
- (k) To pay and discharge all debts and demands due or payable at any time by me to any persons, firms or corporations;
- (l) To redeem or cause to be redeemed any bonds, including United States Government Bonds, belonging to me;
- (m) To commence and prosecute any suit or action which my Agent shall deem proper for the recovery, possession or enjoyment of any amount or property which is now or may hereafter be due, payable, or belonging to me; to engage attorneys to prosecute or defend any suit or action which may be brought against me or in which I may be interested as my Agent shall deem proper;
- (n) To sign and file any Federal or State tax returns, including without limitation income or gift tax returns or claims for refund, and to defend me against any proposed additional taxes;
- (o) To deal with any retirement plans in which I am a participant, or any IRAs I may own; to elect retirement; to direct the investments of any such retirement plan or IRA; to change or select any payment options, to direct the payment of any required minimum distribution; to make "roll-overs" to other retirement plans or into an IRA; to borrow funds under the terms and conditions of any retirement plan; to change beneficiary designations, provided, however, that any such change of beneficiary designation shall to the extent possible follow my current estate plan;
- (p) To exercise any general or special power of appointment; provided, however, that the exercise of any such power of appointment shall to the extent possible follow my current estate plan;
- (q) To create a trust for my benefit, naming such trustee or trustees as my Agent may select, including my Agent; provided that any such trust shall be revocable by my Agent at any time upon notice to the trustee(s), shall have no beneficiaries other than me during my lifetime, shall

last for my lifetime only, and shall provide that at my death the trust assets shall be distributed either to my estate or in the same manner as provided under the terms of my Will in effect at my death; to transfer any of my property, real or personal, to any such trust;

(r) To make application for any Federal or State Government benefits, including, without limitation, Veteran's Administration, Social Security, Medicare and Medicaid benefits, and to be named my Representative Payee;

(s) To establish a new residence or domicile for me within any state of the United States;

(t) To make gifts, grants, or other transfers (including the forgiveness of indebtedness) without consideration, either outright or in trust to such persons or organizations as my Agent shall select, including my Agent, and to make payments for the college or other tuition and medical care of any of my descendants, all as in the sole discretion of my Agent, is determined to be desirable to implement plans intended to reduce present or future taxes, to be in my best interests, or in the best interests of my estate, or in keeping with my prior pattern of giving; provided, however, that any such gifts to an Agent hereunder shall not exceed, in any calendar year the limits of the annual exclusion as provided by §2503(b) (taking into account the availability of §2513, if applicable) of the Internal Revenue Code of 1986, as amended from time to time;

(u) To gain entry to any mail box to which I shall have access, whether at a United States Post Office or elsewhere, and to surrender any box and terminate the lease at my Agent's discretion; to sign for any certified or registered mail addressed to me, and to execute any order required to forward mail to any location selected by my Agent;

(v) To make health care decisions for me; provided, however, that this particular power shall exist only when I am unable, in the judgment of my attending physician, to make those decisions. Such decisions may include those regarding my medical or domiciliary care, including admissions to hospitals or other institutions or placement in a nursing home, and shall also include consent to, refusal to consent to, or withdrawal of consent to the provision of any care, treatment, surgery, service or procedure to maintain, diagnose or treat a physical or mental condition. My Agent shall also have the right to sign such medical forms as may be necessary to carry out such decisions, talk with health care personnel including my physician or any other health care professional involved in my care, and to examine my medical records and consent to the disclosure of such records.

The authorization in this paragraph (v) shall also be considered a consent to the release of such information under applicable laws, rules, and regulations as may be promulgated from time to time including, without limitation, the express grant of authority to personal representatives as provided by Regulation Section 164.502(g) of Title 45 of the Code of Federal Regulations and the medical information privacy law and regulations generally referred to as HIPAA;

(w) To file claims for medical insurance and to obtain information from any insurance company with respect to any policy of health or medical insurance under which I am insured;

(x) I may have executed an Advance Directive for Health Care prepared in accordance with Alabama law, but I recognize that an occasion may arise when my physician may wish to consult with someone else regarding the utilization, withholding or withdrawal of certain medical

procedures. If my attending physician is uncertain about my wishes or directions regarding any particular procedure, I authorize my Agent to consult with my physician in this regard. Notwithstanding the foregoing, if there is a disagreement between (i) my directions expressed in any Advance Directive for Health Care or authorized by a proxy appointed under that document and (ii) any decision favored by my Agent, my directions in the Advance Directive for Health Care or those of proxy appointed thereunder shall take precedence; and

(y) To generally do and perform all matters and things, transact all business, make, execute and acknowledge all contracts, orders, deeds or other conveyances, mortgages or leases, and to execute all other instruments of every kind which may be necessary or proper to effectuate all powers hereinabove specifically granted, or any other matter or thing appertaining or belonging to me, with the same full powers, and to all intents and purposes, with the same validity as if done by me (giving and granting to my Agent full power to appoint one or more agents to serve under my Agent, and also to revoke any such appointments at my Agent's pleasure); and I hereby ratify and confirm whatever my Agent shall do pursuant to this Power of Attorney.

2. This Power of Attorney shall remain in full force and effect and any party dealing with my Agent at any time shall be fully protected and is hereby discharged, released and indemnified from so doing in respect of any matter relating hereto unless such particular party shall have received prior notice in writing of the revocation of this power.

3. My Agent shall not be responsible or liable for any mistake or error of judgment resulting in loss to me, whether by reason of investment or otherwise, except for the gross negligence or willful misconduct of the Agent.

4. Pursuant to the Alabama Uniform Power of Attorney Act, a photocopy or electronic copy of this Power of Attorney shall have the same force and effect as the original.

5. THIS POWER OF ATTORNEY SHALL NOT BE AFFECTED BY MY DISABILITY, INCOMPETENCY OR INCAPACITY AND MAY BE EXERCISED NOTWITHSTANDING ANY SUCH DISABILITY, INCOMPETENCY OR INCAPACITY AND NOTWITHSTANDING ANY UNCERTAINTY AS TO WHETHER I AM DEAD OR ALIVE.

6. If the Agent originally appointed hereunder shall die, resign, become incompetent or otherwise cease to serve in that capacity, then I nominate **Amanda Dorman Groce** to serve as Agent with all the same powers originally granted hereunder, and I direct that no bond be required with respect to this appointment.

7. If at any time proceedings are commenced in any court to appoint a guardian, conservator or other fiduciary for me, then I nominate any person then serving as Agent hereunder to serve as such fiduciary, and I direct that no bond be required with respect to this appointment.



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Shelby Cnty Judge of Probate, AL
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IN WITNESS WHEREOF, I have hereunto set my hand and seal on January 28, 2015.

Joseph Lynn Dorman (SEAL)

The person signing above has been personally known to me and I believe to be of sound mind. I did not sign such person's signature for or at direction and I am not appointed as the health care proxy under any Advance Directive for Health Care executed by such person. I am not related to such person by blood, adoption, or marriage, entitled to any portion of estate according to the laws of intestate succession or under any Will executed by or Codicil thereto, or directly financially responsible for medical care.

Margaret P. Kennerly
Address: 420 20th St. N Suite 1400
Birmingham AL 35203

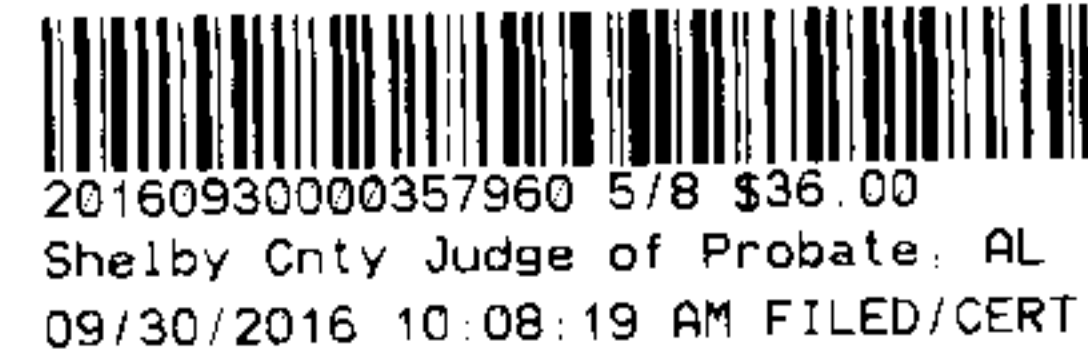
Amber Fields
Address: 420 20th Street North Suite 1400
Birmingham, AL 35203

STATE OF ALABAMA)
COUNTY OF JEFFERSON)

I, the undersigned, a Notary Public, in and for said County, in said State, hereby certify that Joseph Lynn Dorman whose name is signed to the foregoing Power of Attorney and who is known to me, acknowledged before me on this day, that, being fully informed of the contents of the foregoing instrument, executed the same voluntarily on the day the same bears date.

Given under my hand and official seal on January 28, 2015.

Susan B Lowery
Notary Public
My Commission Expires: July 18, 2015




EXECUTION OF DOCUMENTS AS AGENT

When executing any document as Agent, you must indicate that you are signing in that capacity. Since Joseph Lynn Dorman appointed you as Agent, you should sign as follows:

Joseph Lynn Dorman (sign the principal's name)

by: *Marcou H. Dorman* (signature), Agent


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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."

Unless Special Instructions in this 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 who 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) in the case of a power of attorney for a limited purpose, the full accomplishment of that purpose; 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 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. If you violate the Alabama Uniform Power of Attorney Act 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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