

General Durable Power of Attorney of Sue Knox Frank

I, Sue Knox Frank of Hoover, Alabama, am creating a Durable Power of Attorney under the laws of the State of Alabama. I revoke all Powers of Attorney previously granted by me as Principal and terminate all agency relationships created by me except:

powers granted by me under any state statutory short form Durable Power of Attorney;

powers granted by me under any Healthcare Power of Attorney;

powers granted by me on forms provided by financial institutions granting the right to write checks on, deposit funds to, and withdraw funds from accounts to which I am a signatory; and

powers granting access to a safe-deposit box.

Article One Appointment of Agent

Section 1.01 Initial Agent

I appoint Gregory Paul Frank to serve as my Agent.

Section 1.02 Successor Agent

If Gregory Paul Frank fails to serve, I appoint Lisa Frank to serve as successor Agent.

Section 1.03 No Person under 21 Years of Age May Serve as Agent

No person named as my Agent or successor Agent may serve until that person has reached the age of 21 years.

Section 1.04 Prior or Joint Agent Unable to Act

A successor Agent or an Agent serving jointly with another Agent may establish that the acting Agent or joint Agent is no longer able to serve as Agent by signing an affidavit that states that the Agent is not available or is incapable of acting. The affidavit may be supported by a death certificate of the Agent, a certificate showing that a guardian or conservator has been appointed for the Agent, a physician's letter stating that the Agent is incapable of managing his or her own affairs, or a letter from the Agent stating his or her unwillingness to act or delegating his or her power to the successor Agent.

Article Two

Effectiveness of Appointment - Durability Provision

Section 2.01 Effectiveness

The authority granted to my Agent under this power of attorney will be effective immediately upon signing.

Section 2.02 Durability

The authority granted to my Agent under this power of attorney will not be affected by my subsequent disability, incompetency, incapacity, or lapse of time.

Section 2.03 Term of Durable Power of Attorney

This Durable Power of Attorney expires at the earliest of:

- my divorce or the annulment of my marriage; or
- my death (except for post-death matters allowed under Alabama law);
- my revocation of this power of attorney.

Article Three

Powers Granted to My Agent

I grant my Agent the powers described in this Article so that my Agent may act on my behalf. In addition, my Agent may do everything necessary to exercise the powers listed below.

Section 3.01 Power to Fund

My Agent may transfer any of my assets or any interest I have in any property, tangible or intangible, real or personal, to the trustee of any revocable trust created by me or by my Agent acting within the authority granted in Section 3.19 before or after the execution of this power of attorney, and including any trust that may extend beyond my incapacity or beyond my lifetime.

I grant my Agent the following general powers for the specific purpose of transferring property to my trusts under this Section:

My Agent may transfer any interest I have in real or personal property, tangible or intangible, to my trusts.

My Agent may assign any rights I have to receive income from any source to my trusts.

My Agent may execute all legal instruments and other documents necessary or convenient to transfer property to my trusts.

My Agent may terminate savings, checking, safekeeping, brokerage, investment advisory, and custodial accounts in my name (alone or jointly with others) at any bank, broker, or financial institution and transfer all or any part of my interest in the cash, stocks, bonds, and securities of the accounts to my trusts.

My Agent may enter and remove my property from any safe-deposit box registered in my name (alone or jointly with others) and transfer the removed property to my trusts.

My Agent may designate the trust as beneficiary to receive any property, benefit, or contract right on my death, or to change any existing designation to the trust as beneficiary.

I also grant my Agent general powers for the specific purpose of transferring any interest I may have in property owned by me to any general partnership, limited partnership, or limited liability company in which I have an interest. This power is subject to the same limitations set forth in the preceding paragraphs of this Section.

Section 3.02 Power to Amend Revocable Living Trust Agreement

My Agent may amend any revocable trust created by me before or after the execution of this power of attorney, and including any trust that may extend beyond my incapacity or beyond my lifetime to:

- alter the administrative and investment powers of my Trustee;
- reflect tax or other legal changes that affect trust administration; or
- correct ambiguities, including scrivener errors, that might otherwise require court construction or reformation.

Section 3.03 Power to Sell

Unless specifically limited by the other provisions of this power of attorney, my Agent may sell any interest I own in any kind of property, real or personal, tangible or intangible, including any contingent or expectant interest, any marital right, and any right of survivorship incident to joint tenancy or tenancy by the entirety. My Agent may determine the terms of sale and may grant sales options.

My Agent may dispose of sales proceeds on my behalf as my Agent determines is appropriate.

Section 3.04 Power to Buy

Unless specifically limited by the other provisions of this power of attorney, my Agent may buy any kind of property. My Agent may determine the terms for buying property and may obtain options to buy property. In addition, my Agent may insure the purchased property, and otherwise arrange for its safekeeping.

I authorize my Agent to borrow money for the purposes described in this Section and to secure the loan in any manner my Agent determines is appropriate.

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I authorize my Agent to use my funds to repay any money borrowed by me or on my behalf and to pay for any purchases made or cash advanced using my credit cards.

Section 3.05 Power to Invest

My Agent may invest and reinvest all or any part of my property in any other property of whatever type: real or personal, tangible or intangible, and whether located inside or outside the geographic borders of the United States and its possession or territories. Unless specifically limited by the other provisions of this power of attorney, my Agent may:

- invest in securities of all kinds, limited partnership interests, real estate or interest in real estate whether or not productive at the time of investment, commodities contracts of all kinds, or interests in trusts including investment trusts;

- participate in common, collective, or pooled trust funds or annuity contracts;

- sell or otherwise terminate any investment made by me or on my behalf, and establish and terminate savings and money market accounts at banks and other financial institutions;

- establish and terminate accounts with securities brokers and use brokerage accounts to make short sales and to buy on margin, and pledge any securities held or purchased in brokerage accounts as security for loans and advances made to the account;

- establish and terminate agency accounts with corporate fiduciaries; and

- hire and fire financial and investment advisors.

Section 3.06 Power to Contract

My Agent may enter into contracts of any type and for any purpose. Unless specifically limited by the other provisions of this power of attorney and the law, my Agent may modify and cancel any existing or any new contracts to which I am a party.

Section 3.07 Power to Manage Real Property

My Agent may manage any real property I now own or may acquire in the future including my personal residence. Unless specifically limited by the other provisions of this power of attorney, my Agent may:

- lease and sublease property for any period, and grant options to lease or subdivide property, even if the term of the lease, sublease, or option extends beyond the term of this power of attorney;

- eject and remove tenants or other persons from property, and recover the property by all lawful means;

- collect and sue for rents;

- pay, compromise, or contest tax assessments and apply for tax assessment refunds;

subdivide, partition, develop, dedicate property to public use without consideration, or grant or release easements over my real property;

maintain, protect, repair, preserve, insure, build upon, improve, demolish, abandon, and alter all or any part of my real property;

employ laborers;

obtain or vacate plats and adjust boundaries;

adjust differences in the property's value on exchange or partition by giving or receiving consideration;

release or partially release real property from a lien;

enter into any contracts, covenants, and warranty agreements regarding my real property that my Agent considers appropriate; and

encumber property by mortgage or deed of trust.

I authorize my Agent to accept real property as a gift or as security for a loan.

Section 3.08 Power to Manage Tangible Personal Property

My Agent may manage any tangible personal property I now own or may acquire in the future. Unless specifically limited by the other provisions of this power of attorney, my Agent may:

lease and sublease property for any period, and grant options to lease or subdivide property, even if the term of the lease, sublease, or option extends beyond the term of this power of attorney;

recover my property by all lawful means;

collect and sue for rents;

pay, compromise, or contest tax assessments and apply for tax assessment refunds;

maintain, protect, repair, preserve, insure, improve, destroy, and abandon all or any part of my property; and

grant security interests in my property.

I authorize my Agent to accept tangible personal property as a gift or as security for a loan.

Section 3.09 Power to Operate Businesses

My Agent may continue operating and managing any business in which I now or later own an interest for the period of time and in any manner my Agent considers appropriate. Unless specifically limited by the other provisions of this power of attorney, my Agent may:

act as a director, general or limited partner, or associate or officer of the business;

select and vote for directors, partners, associates, and officers of the business and enter into owners' agreements with other owners of any business in which I have an interest;

execute agreements and amendments to agreements necessary to the operation of the business including stockholder agreements, partnership agreements, buy-sell agreements, and operating agreements for limited liability companies;

hire and fire employees;

pay employees' salaries and provide for employee benefits;

employ legal, accounting, financial, and other consultants;

continue, modify, terminate, renegotiate, and extend any contracts with any person, firm, association, or corporation;

execute business tax returns and other government forms required for my business;

pay all business-related expenses;

transact business for me in my name and on my behalf;

contribute additional capital to the business from my funds;

change the name or the form of the business;

incorporate the business;

enter into a partnership agreement with other persons;

join in a plan to reorganize or consolidate my business, or merge my business with any other business;

establish the value of the business under buy-out or buy-sell agreements to which I am a party;

create, continue, or terminate retirement plans for my business's employees and make contributions required by those plans;

advance money or other property to the business and make loans of cash or securities to the business as my Agent considers appropriate; and

borrow for the business and secure any loans with business assets or my personal assets.

My Agent may sell, liquidate, or close a business upon terms my Agent considers appropriate, including a sale in exchange for cash, a private annuity, and an installment note or any combination of those arrangements.

Section 3.10 Power to Manage Partnership and Limited Liability Company Interests

My Agent may manage any general, limited, or special partnership interest or any limited liability company interest I own now or in the future. Unless specifically limited by the other provisions of this power of attorney, my Agent may:

exercise any right, power, privilege, or option I may have or may claim under any contract with the partnership or limited liability company;

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modify or terminate my interest on terms and conditions my Agent considers appropriate;

enforce the terms of the partnership agreement or limited liability company operating agreement for my protection by instituting or maintaining any action, proceeding, or otherwise as my Agent considers appropriate; and

defend, arbitrate, settle, or compromise any action or other legal proceeding to which I am a party because of my membership in the partnership or limited liability company.

Section 3.11 Power Regarding Securities

My Agent may exercise all rights regarding securities that I own now or in the future. Specifically, my Agent may buy, sell, and exchange all types of securities and financial instruments including stocks, bonds, mutual funds, and commodity futures contracts and call and put options on stocks and stock indexes.

My Agent may also:

receive certificates and other evidences of ownership with regard to securities;

hold securities in bearer or uncertified form and use a central depository, clearing agency, or book-entry system such as The Depository Trust Company, Euroclear, or the Federal Reserve Bank of New York;

place all or any part of my securities in the custody of a bank or trust company or in the name of its nominee;

employ a broker-dealer as custodian for my securities and register the securities in the name of the broker-dealer or its nominee;

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

participate in any reorganization, recapitalization, merger, or similar transaction; and

exercise any subscription rights, option rights (whether or not qualified under the Internal Revenue Code), or other rights to which I am entitled now or in the future, or to sell and dispose of these rights, and, if required, to sign my name to rights, warrants, or other similar instruments.

Section 3.12 Power to Collect and Settle My Obligations

My Agent may collect all rights and benefits to which I am entitled now or in the future, including rights to cash payments, property, debts, accounts, legacies, bequests, devises, dividends, and annuities. In collecting my obligations, my Agent may demand, sue for, arbitrate, settle, compromise, receive, deposit, expend for my benefit, reinvest, or otherwise dispose of these matters as my Agent determines appropriate.

My Agent may use all lawful means and methods to recover these assets and rights, to qualify me for benefits and claim benefits on my behalf, and to compromise claims and grant discharges

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regarding the matters described in this Section. My Agent may convert my assets into assets that do not disqualify me from receiving benefits, or my Agent may divest my assets altogether. In any divestment action or asset conversion, I direct my Agent to avoid disrupting the dispositive provisions of my estate plan as established by me prior to my incapacity.

Section 3.13 Power Regarding Governmental Benefits

All powers described in this Section are exercisable with respect to all federal and state (or any subdivision thereof) programs existing when this power of attorney was executed or for which I become eligible after this power of attorney is executed. The power of attorney shall extend to any state in which I live when my Agent's powers become effective.

I appoint my Agent as my *Representative Payee* for the purposes of receiving Social Security benefits. My Agent may collect all benefits payable to or for my benefit by any governmental agency or body, such as Supplemental Security Income (SSI), Medicaid, Medicare, and Social Security Disability Insurance (SSDI). My Agent shall have the full power to represent me and deal in all ways necessary concerning rights or benefits payable to me by any governmental agency including Supplemental Security Income (SSI), Medicaid, and Social Security Disability Insurance (SSDI).

My Agent may:

- gift or otherwise spend down my estate for Medicaid eligibility and planning.

- execute vouchers in my name for allowances and reimbursements payable to me by the United States, a foreign government, a state, or a subdivision of a state to me, including allowances and reimbursements for my transportation, children's, and other individual's customarily or legally entitled to be supported by me, and for shipping their household effects.

- take possession, remove, and ship any of my property from a post, warehouse, depot, dock, or other place of storage, whether governmental or private, and execute and deliver a release, voucher, receipt, bill of lading, shipping ticket, certificate, or other instrument for that purpose.

- prepare, file, and prosecute my claims for benefits or assistances, financial or otherwise, for any claim to which I am entitled under a statute or government regulation.

- prosecute, defend, arbitrate, settle, and propose or accept a compromise with respect to any benefits I may be entitled to receive.

- receive the financial proceeds of any type of claim described in this Section and invest, disburse, or use the proceeds on my behalf for any lawful purpose.

- sign on my behalf any document necessary to permit my return to my residence following my incapacity or other condition that prevents me from currently living there.

- execute any trust agreement described in 42 U.S.C. § 1396p (d)(4) with any trustee or trustees that my Agent selects. In addition, my Agent may deliver and

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convey any or all of my assets to the trustee or trustees of the trust as well as
designate the trust as payee of any income to which I may be entitled.

Section 3.14 Power Regarding My Retirement Plans and Other Employee Benefits

My Agent may exercise all rights and collect all qualified retirement benefits to which I am entitled now or in the future. Specifically, my Agent may:

establish, using any of my assets, one or more qualified retirement plans in my name;

make or cause contributions to be made, including rollover contributions and conversion contributions, to any qualified retirement plan my Agent considers appropriate using my assets;

receive and endorse checks and other distributions to me from any qualified retirement plans, or arrange for the direct deposit of those checks or distributions in any of my accounts;

elect any form of payment from my qualified retirement plans and to withdraw benefits on my behalf from the IRAs and retirement plans;

make, exercise, waive, or consent to any and all elections and options that I may have regarding contributions to qualified retirement plans, investments, and administration of the retirement plans, and distribution or other forms of qualified retirement benefits available to me;

convert all or a portion of a qualified retirement plan to a Roth IRA under Internal Revenue Code Section 408A (or other similar qualified retirement plan);

with respect to any contribution to an IRA or Roth IRA, recharacterize all or any part of the contribution so that the contribution or any part of the contribution is treated as made to the other type of IRA; and

borrow money, purchase assets from any of my qualified retirement plans, and sell assets to any of my qualified retirement plans if the plan authorizes these actions.

My Agent may make primary and contingent beneficiary designations, whether revocable or irrevocable, change primary and contingent revocable beneficiary designations, and consent or waive consent in connection with the designation of primary and contingent beneficiaries and the selection of joint and survivor annuities under any employee benefit plan. But my Agent may not directly or indirectly designate a greater share or portion of any benefit to my Agent than my Agent would have otherwise received unless all other beneficiaries under the qualified retirement plan consent to the change in beneficiary designation.

For all purposes of this Section, *qualified retirement plan* means a plan qualified under Internal Revenue Code Section 401, an individual retirement arrangement under Section 408 or Section 408A, or a tax-sheltered annuity under Section 403. The term *qualified retirement benefits* means the amounts held in or distributed pursuant to a plan qualified under Section 401, an

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individual retirement arrangement under Section 408 or Section 408A, a tax-sheltered annuity under Section 403, or any other benefit subject to the distribution rules of Section 401(a)(9).

Section 3.15 Power Regarding Bank Accounts

My Agent may establish bank accounts of any type in one or more bank institutions that my Agent may choose. My Agent may modify, terminate, make deposits to, write checks on, make withdrawals from, and grant security interests in any account in my name or to which I am an authorized signatory, except accounts held by me in a fiduciary capacity. This authority may be exercised whether the account was established by me or for me by my Agent. My Agent is authorized to negotiate, endorse, or transfer any check or other instrument with respect to any account; to contract for any services rendered by any bank or financial institution; and to execute, on my behalf as principal, any agency or power of attorney forms furnished by a bank with respect to accounts with the bank that appoints the bank or any person as my agent.

If more than one Agent is serving concurrently under this power of attorney, the signature of any one of them is sufficient to endorse checks or drafts and to draw checks or drafts on my financial accounts.

Section 3.16 Power Regarding Safe-Deposit Boxes

My Agent may contract with any institution to rent a safe-deposit box in my name. My Agent may have access to any safe-deposit box in my name or for which I am an authorized signer. This Section will apply whether the contract for the safe-deposit box was executed by me alone, jointly with others, or by my Agent in my name. My Agent may also add contents to or remove contents from a safe-deposit box, or terminate any rental contract for a safe-deposit box.

Section 3.17 Power to Prosecute and Defend Legal Actions

My Agent may institute, supervise, prosecute, defend, intervene in, abandon, compromise, adjust, arbitrate, settle, dismiss, and appeal from any legal, equitable, judicial, or administrative hearings, actions, suits, or proceedings involving me in any way. This authority includes claims by or against me arising out of property damage or personal injury suffered by me, or caused by me or under circumstances such that the resulting loss may be imposed on me. My Agent may otherwise engage in litigation involving me, my property, or my legal interests, including any property, interest, or person I am or may be responsible for.

Section 3.18 Power to Loan and Borrow

My Agent may make secured or unsecured loans to any person, entity, trust, or estate on my behalf, for any term or payable on demand, with or without interest. My Agent may enter into or modify the terms of any mortgage, deed of trust, or security agreement made in connection with any loan and may release or foreclose on the mortgage, deed of trust, or security.

My Agent may borrow money on my behalf at interest rates and on other terms that my Agent advises from any person, institution, or other source. If my then-acting Agent is a corporate fiduciary, this includes loans from its own banking or commercial lending department.

My Agent may encumber my property by mortgages, pledges, and other hypothecation and has the power to enter into any mortgage or deed of trust even though the term of the mortgage or deed of trust may extend beyond the effective term of this power of attorney.

My Agent may borrow money for any purpose on any life insurance policy owned by me on my life even though the term of the loan may extend beyond the effective term of this power of attorney. My Agent may grant a security interest in the policy to secure the loan. In this regard, my Agent may assign and deliver the policy as security. No insurance company will be under any obligation to determine the loan's necessity or how my Agent applies the loan proceeds.

Section 3.19 Power to Create Revocable Trusts for My Benefit

My Agent may execute a revocable trust with any trustee or trustees that my Agent selects. All income and principal must be paid under the trust, to me or another person for my benefit or applied for my benefit. The trust income and principal must be paid under the trust in the amounts that I or my Agent requests or that the Trustee or Trustees determine. The terms of the trust must provide that upon my death, the remaining income and principal be distributed to my Personal Representative to distribute as part of my probate estate. The trust must provide that it may be revoked or amended by me or my Agent at any time; however, the trust must provide that any amendment by my Agent must be of a type that could have been included in the original trust document by law or under the provisions of this power of attorney. In addition, my Agent may deliver and convey any of my assets to the Trustee or Trustees of the Revocable Living Trust, or convey any or all of my assets to a Revocable Living Trust that exists now or is created by me after the creation of this power of attorney.

My Agent may be sole Trustee of my Revocable Living Trust or one of several trustees.

Section 3.20 Power to Withdraw Funds from Trusts

My Agent may withdraw and receive the income or principal of any trust over which I have a right of receipt or withdrawal. My Agent may request and receive the income or principal of any trust with respect to which the trustee has the discretionary power to make distributions to me or on my behalf. In connection with this, my Agent may execute and deliver to the Trustee a receipt and release or similar document for the income or principal received. My Agent may exercise in whole or in part, release, or let lapse any power of appointment held by me, whether general or special, or any amendment or revocation power under any trust even if the power may be exercised only with the consent of another person and even if my Agent is the other person, subject to any restrictions on exercise imposed on my Agent under this power of attorney.

Section 3.21 Power to Renounce or Resign from Fiduciary Positions

My Agent may resign or renounce any fiduciary position I hold now or in the future including personal representative, trustee, guardian, attorney in fact, and officer or director of a corporation, as well as any governmental or political office or position. In so doing, my Agent may file an accounting with the appropriate court of competent jurisdiction or settle based on a receipt, release, or other appropriate method.

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Section 3.22 Power to Disclaim or Release Property Interests

My Agent may renounce and disclaim any property or property interest or power to which I may become entitled by gift, testate succession, or intestate succession. My Agent may release or abandon any property interest or power that I may own or hold, now or in the future. This includes any interest in, or right over, a trust, including the right to alter, amend, revoke, or terminate the trust. My Agent may claim an elective share in any estate or under any Will. But my Agent may not make any disclaimer that is expressly prohibited by the law or other provisions of this power of attorney.

Section 3.23 Power Regarding Insurance

My Agent may purchase, maintain, surrender, collect, or cancel:

- all kinds of life insurance or annuities on my life or the life of any one in whom I have an insurable interest;

- liability insurance protecting my estate and me against third party claims;

- hospital insurance, medical insurance, Medicare supplement insurance, custodial care insurance, and disability income insurance for me or my dependents; and

- casualty insurance insuring my assets against loss or damage due to fire, theft, or other commonly insured risk.

My Agent may pay all insurance premiums, select any options under the policies, increase coverage under any policy, borrow against any policy, pursue all insurance claims on my behalf, and adjust insurance losses. This authority applies to both private and public plans, including Medicare, Medicaid, Supplemental Security Income and Workers' Compensation.

My Agent may select and amend the primary and contingent beneficiary designations under insurance policies insuring my life. My Agent may also select and amend primary and contingent beneficiary designations under any annuity contract in which I have an interest; but my Agent may not directly or indirectly designate to himself or herself a greater share or portion of any benefit my Agent would have otherwise received unless all other beneficiaries under the policy consent to the change.

My Agent may decrease or terminate coverage under any insurance policy insuring my life. My Agent may receive the cash value received if the policy is decreased or terminated and dispose of the cash value.

Section 3.24 Power Regarding Taxes

My Agent may represent me in all tax matters and proceedings before any agent or officer of the Internal Revenue Service, state and local authorities and in any court, for all periods.

My Agent may:

- prepare, sign, and file all federal, state, and local tax returns including income, gift, FICA, and payroll tax returns on my behalf;

- prepare, sign, and file claims for refunds, requests for extensions of time to file returns or pay taxes, extensions and waivers of applicable periods of limitation,

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and protests and petitions to administrative agencies or courts (including the United States Tax Court);

sign consents and agreements under Internal Revenue Code Section 2032A or any successor section and consents to split gifts, closing agreements, and any power of attorney form required by the Internal Revenue Service or any state or local taxing authority with respect to any tax year;

pay taxes due, collect and dispose of refunds as my Agent determines appropriate, post bonds, receive confidential information, and contest deficiencies determined by the Internal Revenue Service or any state or local taxing authority;

exercise any election I have under federal, state, or local tax law and allocate any generation-skipping tax exemption to which I am entitled; and

engage representation for me in any tax proceeding by attorneys-at-law, Certified Public Accountants, enrolled agents, and other licensed tax professionals.

Section 3.25 Power to Deal with My Spouse

If I am married, my Agent may deal with my spouse on my behalf. In dealing with my spouse, my Agent may partition, transfer, and exchange any of my marital property estate, whether separate or community property between my spouse and me. My Agent may enter into and execute on my behalf marital property agreements, partition and exchange agreements, or community property agreements. My Agent may enforce, amend, or revoke any marital property agreement between my spouse and me but only with respect to rights in and obligations with respect to property owned by my spouse, by me, or by both of us and with respect to reclassification of management and control over our property.

Section 3.26 Power to Make Gifts

My Agent may make gifts on my behalf. To make gifts, my Agent may withdraw assets from any trust created by me or by my Agent acting within the authority granted in Section 3.19 and from which I may withdraw assets.

For purposes of this power of attorney, my Agent may forgive any debts owed to me, and any debt forgiven will be considered a gift to the debtor.

For purposes of this Section, *my beneficiaries* means my descendants and beneficiaries, including contingent beneficiaries, named in my Will or my revocable living trust.

As mentioned in Section 3.13, my Agent may gift or otherwise spend down my estate for Medicaid eligibility and planning.

My Agent may make gifts on the following terms and conditions:

(a) Continuation of My Gifting

My Agent may honor pledges and continue to make gifts to charitable organizations that I have regularly supported in the amounts I have customarily given. My Agent may continue any gifting program initiated by me prior to the time I became incapacitated.

My Agent may make special occasion gifts to my estate plan beneficiaries, family members, or friends, in equal or unequal amounts, that reflect my past giving and my relationship with these individuals.

(b) Gifts to My Agent

I specifically authorize gifts to my Agent, but only a Special Agent appointed under Section 7.03 may make gifts to my Agent. My Agent may not make gifts to himself or herself, his or her estate, his or her creditors, or the creditors of his or her estate.

(c) Gifts in Excess of the Annual Federal Gift Tax Exclusion

Only a Special Agent appointed under Section 7.03 may make gifts in excess of the annual federal gift tax exclusion to my beneficiaries.

If my Agent determines that gifts that exceed the annual federal gift tax exclusion are in my best interest and the best interests of my beneficiaries, my Agent, by unanimous vote if more than one Agent is then serving, shall appoint a Special Agent unrelated by blood or marriage to any Agent to review the facts and circumstances and to decide whether these gifts should be made. I recommend that my Agent select an independent certified public accountant, attorney at law, or corporate fiduciary to serve as the Special Agent under such circumstances.

Neither my Agent nor the Special Agent appointed by my Agent will be liable to any beneficiary for exercising or failing to exercise the discretion to make gifts.

(d) Gifts for Tuition

My Agent may prepay tuition for any of my beneficiaries. My Agent shall make the payments directly to the educational institution or by establishing and contributing to a Qualified State Tuition Program established under Internal Revenue Code Section 529.

(e) Gifts for Medical Expenses

My Agent may pay medical expenses for any of my beneficiaries as permitted under Internal Revenue Code Section 2503(e). My Agent shall make the payments directly to the medical provider.

(f) Methods of Making Gifts

My Agent may make gifts of my property under this Section outright, in trust, or in any other manner that my Agent considers appropriate.

By way of example and without limiting my Agent's powers under this Section, my Agent is specifically authorized to make gifts by creating tenancy in common and joint tenancy interests or establishing irrevocable trusts including charitable or non-charitable split-interest trusts. My Agent may make gifts by establishing and contributing my property to corporations, family limited partnerships, limited liability partnerships, limited liability companies, or other similar entities and by making gifts of interests in any of those entities.

To accomplish the objectives described in this subsection, my Agent may establish and maintain financial accounts of all types and may execute, acknowledge, seal, and deliver deeds, assignments, agreements, authorizations, checks, and other instruments. With respect to a claim existing in favor of or against me based on or involving a gift transaction on my behalf, my Agent may prosecute, defend, or submit to arbitration, as well as settle, propose, or accept a compromise. My Agent may intervene in any related action or proceeding.

My Agent may perform any other act my Agent considers necessary or desirable to complete a gift on my behalf under this Section.

(g) Standard for Making Gifts

In making gifts on my behalf, I want my Agent to consider the history of my gift making and my estate plan. To the extent reasonably possible, I direct my Agent to avoid disrupting the dispositive provisions of my estate plan as established by me prior to my incapacity.

(h) Ratification of Gifts

I specifically ratify any gifts made by my Agent under the terms of this power of attorney.

Article Four

Care and Control of Principal

My Agent may exercise the following powers and pay the associated costs from my assets with respect to the control and management of my person.

Section 4.01 Power to Provide for My Support

My Agent may do anything reasonably necessary to maintain my customary standard of living, including:

maintain my residence by paying all operating costs, including interest on mortgages or deeds of trust, amortization payments, repairs, and taxes, as well as purchasing, leasing, or making other arrangements for a different residence;

provide normal domestic help;

provide clothing, transportation, medicine, food, and incidentals; and

make all necessary arrangements, contractual or otherwise, for my care at any hospital, hospice, nursing home, convalescent home or similar establishment, or in my own residence should I desire it, and assure that all of my essential needs are met wherever I may be.

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Section 4.02 Power to Provide for Support of Dependents

My Agent may make payments for the health, education, maintenance, or support of those my Agent determines to be dependent on me for support.

Section 4.03 Power to Protect or Dispose of Property

If my Agent determines that I will never be able to return to my residence from a hospital, hospice, nursing home, convalescent home, or similar facility, my Agent may dispose of my residence. In so doing, my Agent may sell, lease, sublease, or assign my interest.

My Agent may store any items of tangible personal property remaining in my residence and pay all storage costs. Alternatively, my Agent may sell any items that my Agent believes I will never need again on terms and conditions that my Agent considers appropriate.

As an alternative to storage, my Agent may transfer custody and possession but not title of any property item to the person designated to receive that property item on my death in my Will or my revocable living trust.

Section 4.04 Power to Provide for My Recreation and Travel

My Agent may allow me to engage in recreation, sport, and travel activities as my health permits and at my expense.

Section 4.05 Power to Provide for Religious and Spiritual Needs

My Agent may provide for my religious and spiritual needs, including involvement of religious clergy and spiritual leaders in my care as well as my membership in religious and spiritual organizations consistent with my religious beliefs. My Agent may purchase religious books, tapes, and other materials for my use and benefit.

Section 4.06 Power to Provide for Companionship

My Agent may arrange any form of companionship for me necessary to meet my needs if I am unable to make my own arrangements.

Section 4.07 Power to Make Advance Funeral Arrangements

My Agent may make advance arrangements for my funeral and burial, including a burial plot, marker, and any other related arrangements.

Article Five Incidental Powers

My Agent may perform these acts and execute and deliver the legal documents necessary or appropriate to exercise the powers set forth in this power of attorney, including the following incidental powers.

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Section 5.01 Power to Commence Court Proceedings

My Agent may commence any court proceedings necessary to protect my legal rights and interests under this power of attorney including:

actions for declaratory judgments from any court of competent jurisdiction interpreting the validity of this power of attorney and any of the acts sanctioned by this power of attorney but my Agent need not seek a declaratory judgment to perform any act sanctioned by this power of attorney;

actions for mandatory injunctions requiring any person or entity to comply with my Agent's directions authorized by this power of attorney; and

actions for actual and punitive damages and the recoverable costs and expenses of the litigation against any person or entity who negligently or willfully fails or refuses to follow my Agent's directions authorized by this power of attorney.

Section 5.02 Power to Employ and Discharge Personnel

My Agent may employ and remove investment advisors, accountants, auditors, depositories, custodians, brokers, consultants, attorneys, expert advisors, agents, and employees to advise or assist my Agent.

Section 5.03 Power to Sign Documents

My Agent may sign, execute, endorse, seal, acknowledge, deliver, and file or record all appropriate legal documents necessary to exercise the powers granted under this power of attorney.

Section 5.04 Power to Submit Costs for Payment

If my Agent incurs costs in performing any powers granted under this power of attorney or in enforcing compliance with the powers given to my Agent under this power of attorney, my Agent may submit those costs to any person who has the authority to pay those costs such as the trustee of my revocable living trust, my guardian, or my conservator. My trustee, conservator, or guardian shall promptly pay those costs.

Section 5.05 Power Regarding My Mail

My Agent may open, read, respond to, and redirect my mail. My Agent may represent me before the US Postal Service and all other mail or package carriers in any matter relating to mail or delivery services including the receipt of certified mail.

Section 5.06 Power Regarding Memberships

My Agent may establish, cancel, continue, or initiate my membership in organizations and associations of all kinds.

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Section 5.07 Power Regarding Custody of Documents

My Agent may take, give, or deny custody of my important documents, including my Will and any codicils, trust agreements, deeds, leases, life insurance policies, contracts, or securities. My Agent may disclose or not disclose the whereabouts or contents of those documents.

Section 5.08 Power to Care for My Pets

My Agent may provide for the housing, support, and maintenance of my pet animals. My Agent may contract for and pay the expenses of their proper veterinary care and treatment. But if my Agent decides that the care and maintenance of my pet animals is unreasonably expensive or burdensome, my Agent may give the pet animals to persons willing to care for them.

Article Six Limitation on Powers

All powers granted to my Agent under this power of attorney are subject to the limitations set forth in this Article.

Section 6.01 Tax Sensitive Powers

No individual serving as my Agent may exercise any fiduciary power or discretion if the exercise of that power or discretion would:

- cause any income generated by my property to be attributed to my Agent for federal income tax purposes;
- cause the value of any property subject to this power of attorney to be included in my Agent's gross estate for federal estate tax purposes;
- cause any distribution made or allowed to be made by my Agent to be treated as a gift from my Agent; or
- discharge a legal obligation of my Agent.

If the exercise of a power by my Agent under this power of attorney would cause any of the foregoing results, a Special Agent appointed under the provisions of Section 7.03 may exercise the power or discretion.

Section 6.02 Life Insurance on the Life of My Agent

No individual Agent may exercise any powers or rights in a policy owned by me that insures the life of that Agent. Any powers and rights regarding the policy will be exercised solely by another Agent serving under this power of attorney.

Section 6.03 Prohibition on Power over Prior Transfers

No Agent may exercise any power or authority over any irrevocable trust created by my Agent to which I am a trustee or a beneficiary or over any asset given to me by my Agent.

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Section 6.04 My Agent to Avoid Disrupting My Estate Plan

If it becomes necessary for my Agent to liquidate or reinvest any of my assets to provide support for me, I direct that my Agent, to the extent that it is reasonably possible, avoid disrupting the dispositive provisions of my estate plan as established by me prior to my incapacity.

If it is necessary to disrupt the dispositive provisions of my estate plan, my Agent will use his or her best efforts to restore my plan as soon as possible. My Agent will make reasonable efforts to obtain and review my estate plan. I authorize any person with knowledge of my estate plan or possession of my estate planning documents to disclose information to my Agent and to provide copies of documents to my Agent.

Article Seven

Administrative Powers and Provisions

This Article contains certain administrative powers and provisions that facilitate the use of the power of attorney and that protect my Agent and those who rely upon my Agent.

Section 7.01 Release of Information

My Agent may release and obtain any information regarding my financial investments and taxes, including any information regarding stocks, bonds, certificates of deposit, bank accounts, tax returns, retirement accounts, pension plans, and any other documents or information regarding my financial affairs and taxes. This information may be obtained from my attorneys at law, financial advisors, insurance professionals, accountants, stockbrokers, stock transfer agents, and any other persons having such information.

I release these persons or entities from any liability for releasing the above-referenced information to my Agent in reliance on this Section.

If my Agent is an attorney at law or other accounting or financial professional, the professional regulations of my Agent's profession and federal law may prohibit my Agent from releasing information about my financial affairs to others if I am a client of my Agent. This instrument, therefore, is a limited waiver of any privilege (such as the attorney-client privilege) that I have established with any Agent as a client for the sole purpose of permitting my Agent to perform his or her duties under this power of attorney.

Section 7.02 Nomination of Guardian of My Person and Conservator of My Estate

If appointment proceedings are ever initiated for Guardian of my person and conservator of my estate, I concurrently nominate the person then serving or named to serve as my Agent under this power of attorney.

If any person I have nominated is appointed Guardian of my person and conservator of my estate, I request that the court grant powers permitting my Guardian of my person and

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conservator of my estate to administer my estate unsupervised and without adjudication, order, or direction of any court.

Section 7.03 Appointment of a Special or Ancillary Agent

If any Agent is unwilling or unable to act with respect to any property or any provision of this power of attorney, my Agent shall appoint, in writing, a corporate fiduciary or an individual to serve as Special Agent as to the property or with respect to the provision. The Special Agent appointed must be an individual that is not related or subordinate to my Agent within the meaning of Internal Revenue Code Section 672(c). My Agent may revoke this appointment at will.

If my Agent determines that it is necessary or desirable to appoint an Ancillary Agent to act under this power of attorney in a jurisdiction other than this one, my Agent may do so. In making an appointment, my Agent may sign, execute, deliver, acknowledge, and make declarations in any documents that may be necessary, desirable, convenient, or proper in order to carry out the appointment.

A Special or Ancillary Agent may exercise all powers granted by this power of attorney unless expressly limited elsewhere in this power of attorney or by the instrument appointing the Special or Ancillary Agent. A Special or Ancillary Agent may resign at any time by delivering written notice of resignation to my Agent. Notice of resignation will be effective under the terms of the notice.

Section 7.04 Agent Authorized to Employ My Attorney

My Agent may employ the attorney who prepared this power of attorney or any other attorney employed by me in connection with my estate plan or business matters and I specifically:

- waive any conflicts of interest that might arise through this employment;
- authorize the attorney to make full disclosure of my estate plan and business to the Agent; and
- authorize the attorney to accept the engagement.

Section 7.05 Fiduciary Eligibility of Agent

My Agent is eligible to serve in any other fiduciary capacity for me or for my benefit, including trustee, guardian, conservator, committee, executor, administrator, or personal representative.

Section 7.06 Reimbursement for Expenses and Compensation

My Agent may pay himself or herself, from my assets, fair and reasonable compensation authorized by law for services performed under this power of attorney and, in addition, my Agent may reimburse himself or herself for all reasonable expenses incurred for carrying out any provision of this power of attorney.

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Section 7.07 Liability of Agent

I release and discharge any Agent acting in good faith from any civil liability and from all claims or demands of all kinds whatsoever by me, my estate, and my heirs, successors, and assigns arising out of the acts, forbearances, or omissions of my Agent, except for willful misconduct or gross negligence. This protection extends to my Agent's estate, heirs, successors, and assigns.

Section 7.08 Amendment and Revocation

I may amend or revoke this power of attorney at any time. Amendments to this document must be made in writing by me personally (not by my Agent) and must be attached to the original of this document and recorded in the same county or counties as the original if the original is recorded.

The written notice of revocation or amendment to my Agent must be:

- personally delivered and receipt of delivery received;
- mailed postage prepaid by certified mail, return receipt requested, to the last known address of my Agent; or
- sent by express mail or commercial expedited delivery providing a receipt for such delivery.

If my Agent is a financial institution, a certified public accountant, or an attorney, notice must be given during regular business hours unless the certified public accountant or attorney is related to me. If my Agent is an institutional Agent, notice must be given to an officer or manager of the institution at the institution's principal place of business in Alabama and its office where the power of attorney or account was presented, handled, or administered.

Notice to an institution serving as my Agent must be served before the occurrence of any of the events described in the laws of Alabama concerning Uniform Commercial Code Section 4-303, (related to stop-payment orders, legal process, and setoff), or any successor statute.

Section 7.09 Resignation

My Agent may resign by executing a written resignation delivered to me or, if I am mentally disabled, by delivery to any person with whom I am residing or who has my care and custody.

Section 7.10 Signature of Agent

My Agent shall use the following form when signing documents on my behalf pursuant to this power:

Sue Knox Frank by [enter Agent's name], her Agent.

Section 7.11 Interpretation

This power of attorney is a general power of attorney and should be interpreted as granting my Agent all general powers permitted under the laws of State of Alabama. The description of specific powers is not intended to limit or restrict any of the general powers granted to my Agent.

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Section 7.12 Use of Agent Nomenclature

The word *Agent* and any modifying or equivalent word or substituted pronoun includes the singular and the plural cases, as well as the masculine, feminine, and neuter genders.

Section 7.13 Third Party Reliance

No person who relies in good faith on the authority of my Agent under this power of attorney will incur any liability to my estate; my heirs, successors, and assigns; or to me.

Any party dealing with my Agent may conclusively rely upon an affidavit or certificate of my Agent that:

- the authority granted to my Agent under this power of attorney is in effect;
- my Agent's actions are within the scope of my Agent's authority under this power of attorney;
- I was competent when I executed this power of attorney;
- I have not revoked this power of attorney; and
- my Agent is currently serving as my Agent.

Section 7.14 Effect of Duplicate Originals or Copies

If this power of attorney has been executed in multiple counterparts, each counterpart original will have equal force and effect. My Agent may make photocopies (photocopies includes facsimiles and digital or other reproductions, referred to collectively as *photocopy*) of this power of attorney and each photocopy will have the same force and effect as the original.

Section 7.15 Governing Law

This power of attorney's validity and interpretation will be governed by the laws of the State of Alabama. To the extent permitted by law, this power of attorney is applicable to all my property, whether real, personal, intangible, or mixed; wherever located; and whether or not I now or in the future own the property.

Section 7.16 Severability

If any provision of this power of attorney is declared invalid for any reason, the remaining provisions will remain in full force and effect.

Section 7.17 Shall and May

Unless otherwise specifically provided in this document or by the context in which used, I use the word *shall* in this document to impose a duty, command, direct, or require, and the word *may* to allow or permit, but not require. In the context of my Agent, when I use the word *shall*, I intend to impose a fiduciary duty on my Agent; when I use the word *may*, I intend that my Agent is empowered to act with sole and absolute discretion unless otherwise stated in this document.

Article Eight

Declarations of the Principal

I understand that this power of attorney is an important legal document. Before executing this power of attorney, my attorney explained the following information to me.

The power of attorney provides my Agent with broad powers to dispose of, sell, convey, and encumber my real and personal property.

The powers will exist for an indefinite period unless I revoke the power of attorney or I have limited their duration by specific provisions in the power of attorney.

This Durable Power of Attorney will continue to exist during my subsequent disability or incapacity.

I have the power to revoke or terminate this Durable Power of Attorney at any time.

Dated: December 16, 2015

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) ss.

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On this day, December 16, 2015, before me personally appeared Sue Knox Frank, as Principal, personally known to me (or proved to me on the basis of satisfactory evidence) to be the individual whose name is subscribed to the foregoing Durable Power of Attorney, and acknowledged that she executed the same as her voluntary act and deed for the purposes therein contained.

Witness my hand and official seal.

[Seal]

John R. Holliman, Notary Public

2491 Pelham Parkway

Pelham, Alabama 35124

My commission expires: 08/29/2018



