

General Durable Power of Attorney of James Carver Sullivan

I, James Carver Sullivan of Birmingham, Alabama, am creating a durable power of attorney under the laws of the State of Alabama. I hereby 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 Medical Durable 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 Attorney-in-Fact

Section 1.01 Initial Attorney-in-Fact

I appoint Ann S. Anderson to serve as my Attorney-in-Fact.

Section 1.02 Successor Attorney-in-Fact

If Ann S. Anderson fails to serve, I appoint Richard Erlacher to serve as successor Attorney-in-Fact.

Section 1.03 No Person Under 21 Years of Age May Serve as Attorney-in-Fact

No person named as my Attorney-in-Fact or successor Attorney-in-Fact may serve until that person has attained the age of 21 years.

Section 1.04 Prior or Joint Attorney-in-Fact Unable to Act

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

Article Two

Effectiveness of Appointment - Durability Provision

Section 2.01 Effectiveness

The authority granted to my Attorney-in-Fact under this power of attorney shall be effective immediately upon signing.

Section 2.02 Durability

The authority granted to my Attorney-in-Fact under this power of attorney shall 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 shall expire at the earlier of:

My death (except for post-death matters allowed under the laws of Alabama), or

Upon my divorce or the annulment of my marriage, or

Upon my revocation of this Power of Attorney.

Article Three

Powers Granted to My Attorney-in-Fact

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

Section 3.01 Power to Fund

My Attorney-in-Fact 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 agreement ("trust") created by me or by my Attorney-in-Fact 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.

In order that my Attorney-in-Fact may transfer property under this Section, I grant my Attorney-in-Fact the following general powers for the specific purpose of transferring property to my trusts:

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

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My Attorney-in-Fact may assign any rights I have to receive income from any source to my trusts.

My Attorney-in-Fact may execute all legal instruments and other documents necessary or convenient to transfer property to my trusts.

My Attorney-in-Fact 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 Attorney-in-Fact 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 Attorney-in-Fact 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 Attorney-in-Fact 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 as set forth in the preceding paragraphs of this Section.

Section 3.02 Power to Amend Revocable Living Trust Agreement

My Attorney-in-Fact may amend any revocable trust agreement ("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 Attorney-in-Fact may sell any interest I own in any kind of property, real or personal, tangible or intangible, including any contingent or expectant interest, marital right and any right of survivorship incident to joint tenancy or tenancy by the entirety. My Attorney-in-Fact may determine the terms of sale and may grant options with regard to sales.

My Attorney-in-Fact may dispose of sales proceeds on my behalf as my Attorney-in-Fact determines is appropriate.

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Section 3.04 Power to Buy

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

My Attorney-in-Fact is authorized to borrow money for the purposes described in this Section and to secure the loan in any manner my Attorney-in-Fact determines is appropriate.

My Attorney-in-Fact is authorized to repay from my funds 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 Attorney-in-Fact 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 Attorney-in-Fact may:

Invest in securities of all kinds, limited partnership interests, real estate or any interest in real estate whether or not productive at the time of investment, commodities contracts of all kinds, 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

Employ and fire financial and investment advisors.

Section 3.06 Power to Contract

My Attorney-in-Fact may enter into contracts of any type and for any purpose. My Attorney-in-Fact may modify and cancel any existing or any new contracts to which I am a party.

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Section 3.07 Power to Manage Real Property

My Attorney-in-Fact 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 Attorney-in-Fact 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 Attorney-in-Fact considers appropriate; and

Encumber property by mortgage or deed of trust.

My Attorney-in-Fact may accept real property as a gift or as security for a loan.

Section 3.08 Power to Manage Tangible Personal Property

My Attorney-in-Fact 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 Attorney-in-Fact 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;

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

Grant security interests in my property.

My Attorney-in-Fact may accept tangible personal property as a gift or as security for a loan.

Section 3.09 Power to Operate Businesses

My Attorney-in-Fact 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 Attorney-in-Fact considers appropriate. Unless specifically limited by the other provisions of this power of attorney, my Attorney-in-Fact 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, but not limited to, 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;

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;

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Create, continue or terminate retirement plans for my business' 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 Attorney-in-Fact considers appropriate; and

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

My Attorney-in-Fact may sell, liquidate or close a business upon terms my Attorney-in-Fact 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 Attorney-in-Fact 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 Attorney-in-Fact may:

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

Modify or terminate my interest on terms and conditions my Attorney-in-Fact 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 Attorney-in-Fact 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 Attorney-in-Fact may exercise all rights regarding securities that I own now or in the future. Specifically my Attorney-in-Fact may:

Buy, sell, and exchange all types of securities and financial instruments including but not limited to stocks, bonds, mutual funds and commodity futures contracts and call and put options on stocks and stock indexes;

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 Attorney-in-Fact may collect all rights and benefits to which I am entitled now or in the future, including, but not limited to rights to, cash payments, property, debts, accounts, legacies, bequests, devises, dividends and annuities. In collecting my obligations, my Attorney-in-Fact may demand, sue for, arbitrate, settle, compromise, receive, deposit, expend for my benefit, reinvest or otherwise dispose of these matters as my Attorney-in-Fact determines appropriate.

My Attorney-in-Fact 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 regarding the matters described in this Section. My Attorney-in-Fact may convert my assets into assets that do not disqualify me from receiving benefits, or my Attorney-in-Fact may divest my assets altogether. In any divestment action or asset conversion, I direct my Attorney-in-Fact 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 Attorney-in-Fact's powers become effective.

My Attorney-in-Fact is appointed as my "Representative Payee" for the purposes of receiving Social Security benefits. My Attorney-in-Fact 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 Attorney-in-Fact 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, without limitation, Supplemental Security Income (SSI), Medicaid and Social Security Disability Insurance (SSDI).

My Attorney-in-Fact 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, my Wife's, children's and other individual's customarily or legally entitled to be supported by me, and for shipment of 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 Attorney-in-Fact selects. In addition, my Attorney-in-Fact may deliver and 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 Attorney-in-Fact may exercise all rights and collect all qualified retirement benefits to which I am entitled now or in the future. Specifically, my Attorney-in-Fact may:

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

Make contributions, including "rollover" contributions, or cause contributions to be made, to any qualified retirement plan my Attorney-in-Fact 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 Section 408A of the Internal Revenue Code (or other similar qualified retirement plan); 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 Attorney-in-Fact 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 Attorney-in-Fact may not directly or indirectly designate a greater share or portion of any benefit to my Attorney-in-Fact than my Attorney-in-Fact would have otherwise received unless all other beneficiaries under the IRA or plan consent to the change in beneficiary designation.

For all purposes of this Section, "qualified retirement plan" means a plan qualified under Section 401 of the Internal Revenue Code, 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 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 Attorney-in-Fact may establish bank accounts of any type in one or more bank institutions that my Attorney-in-Fact may choose. My Attorney-in-Fact 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. In exercising this authority, it does not matter whether or not the account was established by me or for me by my Attorney-in-Fact. My Attorney-in-Fact 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 Attorney-in-Fact 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 Attorney-in-Fact may contract with any institution to rent a safe-deposit box in my name. My Attorney-in-Fact may have access to any safe-deposit box in my name or with respect to which I am an authorized signer. This Section will apply whether or not the contract for the safe-deposit box was executed by me alone or jointly with others or by my Attorney-in-Fact in my name. My Attorney-in-Fact may also add to or remove the contents of 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 Attorney-in-Fact may institute, supervise, prosecute, defend, intervene in, abandon, compromise, adjust, arbitrate, settle, dismiss, and appeal from any and all legal, equitable, judicial or administrative hearings, actions, suits or proceedings involving me in any way. This authority includes, but is not limited to, claims by or against me arising out of property damage or personal injury suffered by or caused by me or under circumstances such that the resulting loss may be imposed on me. My Attorney-in-Fact may otherwise engage in litigation involving me, my property or my legal interests, including any property, interest or person for which or whom I have or may have any responsibility.

Section 3.18 Power to Loan and Borrow

My Attorney-in-Fact 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 Attorney-in-Fact 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 Attorney-in-Fact may borrow money on my behalf at interest rates and on other terms that my Attorney-in-Fact considers advisable from any person, institution or other source including, if my then-acting Attorney-in-Fact is a corporate fiduciary, its own banking or commercial lending department.

My Attorney-in-Fact may encumber my property by mortgages, pledges, and other hypothecation and shall have 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 term for which this power of attorney is effective.

My Attorney-in-Fact 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 term for which this power of attorney is effective. My Attorney-in-Fact may grant a security interest in the policy to secure the loan. In this regard, my Attorney-in-Fact may assign

and deliver the policy as security. No insurance company will be under any obligation to determine the necessity of the loan or how my Attorney-in-Fact applies the loan proceeds.

Section 3.19 Power to Create Revocable Trusts for my Benefit

My Attorney-in-Fact may execute a revocable trust agreement with any trustee or trustees that my Attorney-in-Fact selects. All income and principal must be paid under the trust agreement, to me or another person for my benefit or applied for my benefit. The income and principal of the trust must be paid under the agreement in the amounts that I or my Attorney-in-Fact requests or that the trustee or trustees determine. The terms of the trust agreement must provide that upon my death the remaining income and principal be distributed to my personal representative for distribution as part of my probate estate. The trust agreement must provide that it may be revoked or amended by me or my Attorney-in-Fact at any time. The trust agreement, however, must provide that any amendment by my Attorney-in-Fact must be of a type that by law or under the provisions of this power of attorney could have been included in the original trust agreement. In addition, my Attorney-in-Fact may deliver and convey any or all 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 Attorney-in-Fact may be sole trustee of my revocable living trust or one of several trustees.

Section 3.20 Power to Withdraw Funds from Trusts

My Attorney-in-Fact may withdraw and receive the income or principal of any trust over which I have a right of receipt or withdrawal. My Attorney-in-Fact 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 Attorney-in-Fact may execute and deliver to the trustee a receipt and release or similar document for the income or principal received. My Attorney-in-Fact 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 Attorney-in-Fact is the other person, subject to any restrictions on exercise imposed on my Attorney-in-Fact under this power of attorney.

Section 3.21 Power to Renounce or Resign from Fiduciary Positions

My Attorney-in-Fact may resign or renounce for me 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 and any governmental or political office or position. In so doing, my Attorney-in-Fact may file an accounting with the appropriate court of competent jurisdiction or settle on the basis of a receipt, release or other appropriate method.

Section 3.22 Power to Disclaim or Release Property Interests

My Attorney-in-Fact may renounce and disclaim any property or property interest or power to which I may become entitled by gift, testate or intestate succession. My Attorney-in-Fact may release or abandon any property interest or power that I may own or hold now or in the future, including any interest in, or right over, a trust, including the right to alter, amend, revoke or terminate the trust. My Attorney-in-Fact may claim an elective share in any estate or under any will. But my Attorney-in-Fact 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 Attorney-in-Fact 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 me and my estate 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 Attorney-in-Fact 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 shall apply to both private and public plans, including Medicare, Medicaid, SSI and Workers' Compensation.

My Attorney-in-Fact may select and amend the primary and contingent beneficiary designations under insurance policies insuring my life. My Attorney-in-Fact may also select and amend primary and contingent beneficiary designations under any annuity contract in which I have an interest; provided, however, that my Attorney-in-Fact may not directly or indirectly designate to himself or herself a greater share or portion of any benefit my Attorney-in-Fact would have otherwise received unless the change is consented to by all other beneficiaries under the policy.

My Attorney-in-Fact may decrease or terminate coverage under any insurance policy insuring my life. My Attorney-in-Fact may receive and dispose of the cash value received if the policy is decreased or terminated and dispose of the cash value as my Attorney-in-Fact considers appropriate.

Section 3.24 Power Regarding Taxes

My Attorney-in-Fact 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 including the date this power of attorney is executed until August 12, 2013.

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, protests and petitions to administrative agencies or courts (including, but not limited to, the United States Tax Court);

Sign consents and agreements under Section 2032A of the Internal Revenue Code 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 Attorney-in-Fact 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 and all tax proceedings by attorneys-at-law, Certified Public Accountants, enrolled agents, and other licensed tax professionals.

Section 3.25 Power to Deal with My Spouse

My Attorney-in-Fact may deal with my spouse on my behalf. In dealing with my spouse, my Attorney-in-Fact may partition, transfer and exchange any of my marital property estate, whether separate or community property between my spouse and me. My Attorney-in-Fact may enter into and execute on my behalf marital property agreements, partition and exchange agreements or community property agreements or 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 Attorney-in-Fact may make gifts on my behalf. In order to make gifts, my Attorney-in-Fact may withdraw assets from any trust created by me or by my Attorney-in-Fact acting within the authority granted in Section 3.19 and from which I may withdraw assets.

For purposes of this power of attorney, my Attorney-in-Fact 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" shall mean my Wife, my descendants and beneficiaries, including contingent beneficiaries, named in my Will or my revocable living trust.

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

My Attorney-in-Fact may make gifts on the following terms and conditions:

(a) Continuation of My Gifting

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

My Attorney-in-Fact 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 such individuals.

(b) Gifts to My Attorney-in-Fact

I specifically authorize gifts to my Attorney-in-Fact, but only a Special Attorney-in-Fact appointed under the provisions of Section 7.02 may make gifts to my Attorney-in-Fact. My Attorney-in-Fact 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 Attorney-in-Fact appointed under the provisions of Section 7.02 may make gifts in excess of the annual federal gift tax exclusion to my beneficiaries.

If my Attorney-in-Fact determines that gifts in amounts in excess of the annual federal gift tax exclusion are in my best interest and the best interests of my beneficiaries, my Attorney-in-Fact, by unanimous vote if more than one Attorney-in-Fact is serving, shall appoint a Special Attorney-in-Fact unrelated by blood or marriage to any Attorney-in-Fact to review the facts and circumstances and to decide whether such gifts should be made. I recommend, but do not require, that my Attorney-in-Fact select an independent certified public accountant, attorney-at-law, or corporate fiduciary to serve as the Special Attorney-in-Fact under such circumstances.

Neither my Attorney-in-Fact, nor the Special Attorney-in-Fact appointed by my Attorney-in-Fact, shall be liable to any beneficiary for exercising or failing to exercise its discretion to make gifts.

(d) Gifts for Tuition

My Attorney-in-Fact may prepay the cost of tuition for any of my beneficiaries. My Attorney-in-Fact shall make the payments directly to the educational institution or by establishing and contributing to a

Qualified State Tuition Program established under Section 529 of the Internal Revenue Code.

(e) Gifts for Medical Expenses

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

(f) Gift Splitting Authorized

My Attorney-in-Fact is authorized to consent to the splitting of gifts under Section 2513 of the Internal Revenue Code or under similar provisions of any state or local gift tax laws.

(g) Methods of Making Gifts

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

By way of example and without limiting my Attorney-in-Fact's powers under this Section, my Attorney-in-Fact 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 Attorney-in-Fact 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 Attorney-in-Fact may establish and maintain financial accounts of all types and may execute, acknowledge, seal and deliver deeds, assignments, agreements, authorizations, checks and other instruments. My Attorney-in-Fact may prosecute, defend, submit to arbitration, settle or propose or accept a compromise with respect to a claim existing in favor of or against me based on or involving a gift transaction on my behalf. My Attorney-in-Fact may intervene in any related action or proceeding.

My Attorney-in-Fact may perform any other act my Attorney-in-Fact considers necessary or desirable to complete a gift on my behalf in accordance with the provisions of this Section.

(h) Standard for Making Gifts

It is my desire that in making gifts on my behalf, my Attorney-in-Fact consider the history of my gift making and my estate plan. To the extent reasonably possible, I direct my Attorney-in-Fact to avoid disrupting the dispositive provisions of my estate plan as established by me prior to my incapacity.

(i) Ratification of Gifts

I specifically ratify any gifts made by my Attorney-in-Fact under the terms of this power of attorney.

**Article Four
Care and Control of Principal**

My Attorney-in-Fact may, in my Attorney-in-Fact's sole and absolute discretion, exercise the following powers with respect to the control and management of my person.

Section 4.01 Power to Provide for My Support

My Attorney-in-Fact may do anything reasonably necessary to maintain my customary standard of living, including:

Maintain my residence by paying all operating costs, including, but not limited to, interest on mortgages or deeds of trust, amortization payments, repairs and taxes, or by 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.

Section 4.02 Power to Provide for Support of Dependents

My Attorney-in-Fact may make payments as my Attorney-in-Fact deems necessary for the health, education, maintenance or support of my Wife and those my Attorney-in-Fact determines to be dependent on me for support.

Section 4.03 Power to Protect or Dispose of Property

If my Attorney-in-Fact determines that I will never be able to return to my residence from a hospital, hospice, nursing home, convalescent home or similar facility, my Attorney-in-Fact may dispose of my residence. In so doing, my Attorney-in-Fact may sell, lease, sublease or assign my interest on terms and conditions that my Attorney-in-Fact considers appropriate.

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

As an alternative to storing my tangible personal property, my Attorney-in-Fact may transfer custody and possession, but not title, of any property item to the person named in my Will or my revocable living trust as the person entitled to receive that property item on my death.

Section 4.04 Power to Provide for My Recreation and Travel

My Attorney-in-Fact may, at my expense, allow me to engage in recreational and sports activities as my health permits, including travel.

Section 4.05 Power to Provide for Religious and Spiritual Needs

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

Section 4.06 Power to Provide for Companionship

My Attorney-in-Fact may arrange any form of companionship for me necessary to meet my needs if I am unable to arrange for such companionship myself.

Section 4.07 Power to Make Advance Funeral Arrangements

My Attorney-in-Fact may make advance arrangements for my funeral and burial, including a burial plot, marker and any other related arrangements that my Attorney-in-Fact considers appropriate.

Article Five Incidental Powers

My Attorney-in-Fact may perform those acts and execute and deliver those legal documents necessary or appropriate to the exercise of the powers set forth in this power of attorney, including, but not limited, to the following incidental powers.

Section 5.01 Power to Commence Court Proceedings

My Attorney-in-Fact may commence any court proceedings necessary to protect my legal rights and interests under this power of attorney including, but not limited to:

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; provided, however, that my Attorney-in-Fact 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 Attorney-in-Fact's directions as authorized by this power of attorney; and

Actions for actual and punitive damages and the recoverable costs and expenses of such litigation against any person or entity who negligently or willfully fails or refuses to follow my Attorney-in-Fact's directions as authorized by this power of attorney.

Section 5.02 Power to Employ and Discharge Personnel

My Attorney-in-Fact may employ and remove investment advisors, accountants, auditors, depositories, custodians, brokers, consultants, attorneys, expert advisors, agents and employees to advise or assist my Attorney-in-Fact as my Attorney-in-Fact considers appropriate.

Section 5.03 Power to Sign Documents

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

Section 5.05 Power Regarding My Mail

My Attorney-in-Fact may open, read, respond to and redirect my mail. My Attorney-in-Fact may represent me before the U.S. 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 Attorney-in-Fact may establish, cancel, continue or initiate my membership in organizations and associations of all kinds.

Section 5.07 Power Regarding Custody of Documents

My Attorney-in-Fact 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 Attorney-in-Fact may disclose or not disclose the whereabouts or contents of those documents as my Attorney-in-Fact believes appropriate.

Section 5.08 Power to Care for My Pets

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

**Article Six
Limitation on Powers**

All powers granted to my Attorney-in-Fact 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 Attorney-in-Fact 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 Attorney-in-Fact for federal income tax purposes;

Cause the value of any property subject to this power of attorney to be included in my Attorney-in-Fact's gross estate for federal estate tax purposes;

Cause any distribution made or allowed to be made by my Attorney-in-Fact to be treated as a gift from my Attorney-in-Fact; or

Discharge a legal obligation of my Attorney-in-Fact.

If the exercise of a power by my Attorney-in-Fact under this power of attorney would cause any of the foregoing results, a Special Attorney-in-Fact appointed under the provisions of Section 7.02 may exercise the power or discretion.

Section 6.02 Life Insurance on the Life of My Attorney-in-Fact

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

Section 6.03 Prohibition on Power over Prior Transfers

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

Section 6.04 My Attorney-in-Fact to Avoid Disrupting My Estate Plan

If it becomes necessary for my Attorney-in-Fact to liquidate or reinvest any of my assets to provide support for me, I direct that my Attorney-in-Fact, 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 Attorney-in-Fact will use his or her best efforts to restore my plan as soon as possible. My Attorney-in-Fact 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 Attorney-in-Fact and to provide copies of documents to my Attorney-in-Fact.

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 Attorney-in-Fact and those who rely upon my Attorney-in-Fact.

Section 7.01 Release of Information

My Attorney-in-Fact may release and obtain, as the case may be, any and all 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 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 Attorney-in-Fact in reliance on this Section.

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

Section 7.02 Appointment of a Special or Ancillary Attorney-in-Fact

If for any reason any Attorney-in-Fact is unwilling or unable to act with respect to any property or any provision of this power of attorney, my Attorney-in-Fact shall appoint, in writing, a corporate fiduciary or an individual to serve as Special Attorney-in-Fact as to the property or with respect to the provision. The Special Attorney-in-Fact appointed

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must be an individual that is not related or subordinate to my Attorney-in-Fact within the meaning of Section 672(c) of the Internal Revenue Code. My Attorney-in-Fact may revoke any such appointment at will.

If my Attorney-in-Fact determines that it is necessary or desirable to appoint an Ancillary Attorney-in-Fact to act under this power of attorney in a jurisdiction other than this one, my Attorney-in-Fact may do so. In making an appointment, my Attorney-in-Fact 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 Attorney-in-Fact 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 Attorney-in-Fact. A Special or Ancillary Attorney-in-Fact may resign at any time by delivering written notice of resignation to my Attorney-in-Fact. Notice of resignation shall be effective in accordance with the terms of the notice.

Section 7.03 Attorney-in-Fact Authorized to Employ My Attorney

My Attorney-in-Fact 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 and all conflicts of interest that might arise through such employment;

Authorize the attorney to make full disclosure of my estate plan and business to the Attorney-in-Fact; and

Authorize the attorney to accept the engagement.

Section 7.04 Fiduciary Eligibility of Attorney-in-Fact

My Attorney-in-Fact shall be 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 7.05 Reimbursement for Expenses

My Attorney-in-Fact may reimburse himself or herself for all reasonable expenses incurred for carrying out any provision of this power of attorney.

Section 7.06 Liability of Attorney-in-Fact

I release and discharge any Attorney-in-Fact acting in good faith from any and all 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 or omissions of my Attorney-in-Fact, except for willful misconduct or gross negligence. This protection extends to the estate, heirs, successors and assigns of my Attorney-in-Fact.

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Section 7.07 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 Attorney-in-Fact) 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.

Section 7.08 Resignation

My Attorney-in-Fact may resign by the execution of 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 7.09 Signature of Attorney-in-Fact

My Attorney-in-Fact shall use the following form when signing documents on my behalf pursuant to this power:

James Carver Sullivan by [enter Attorney-in-Fact's name], his Attorney-in-Fact.

Section 7.10 Interpretation

This power of attorney is a general power of attorney and should be interpreted as granting my Attorney-in-Fact all general powers permitted under the laws of State of Alabama. The description of specific powers is not intended to, nor does it, limit or restrict any of the general powers granted to my Attorney-in-Fact.

Section 7.11 Use of "Attorney-in-Fact" Nomenclature

The word "Attorney-in-Fact" and any modifying or equivalent word or substituted pronoun includes the singular and the plural and the masculine, feminine and neuter genders.

Section 7.12 Third Party Reliance

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

Any party dealing with my Attorney-in-Fact may conclusively rely upon an affidavit or certificate of my Attorney-in-Fact that:

The authority granted to my Attorney-in-Fact under this power of attorney is in effect;

My Attorney-in-Fact's actions are within the scope of my Attorney-in-Fact'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 Attorney-in-Fact is currently serving as my Attorney-in-Fact.

Section 7.13 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 Attorney-in-Fact may make photocopies (photocopies shall include: facsimiles and digital or other reproductions, hereafter referred to collectively as "photocopy") of this power of attorney and each photocopy will have the same force and effect as the original.

Section 7.14 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 the property is owned by me now or in the future.

Section 7.15 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.

**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 to me the following:

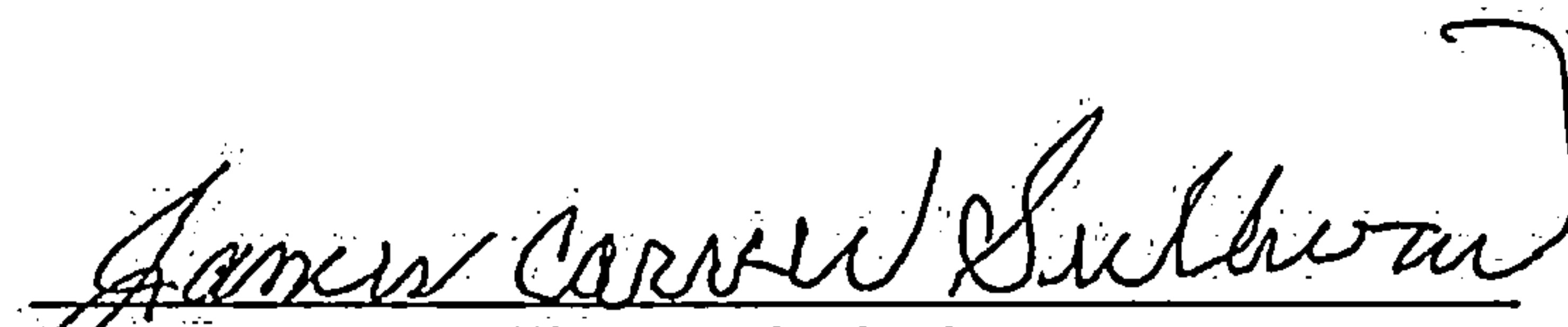
The power of attorney provides my Attorney-in-Fact with broad powers to dispose of, sell, convey and encumber my real and personal property.

The powers will exist for an indefinite period of time 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 notwithstanding my subsequent disability or incapacity.

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

Dated: March 9, 2017


James Carver Sullivan, Principal

STATE OF ALABAMA

)

) ss.

COUNTY SHELBY

)

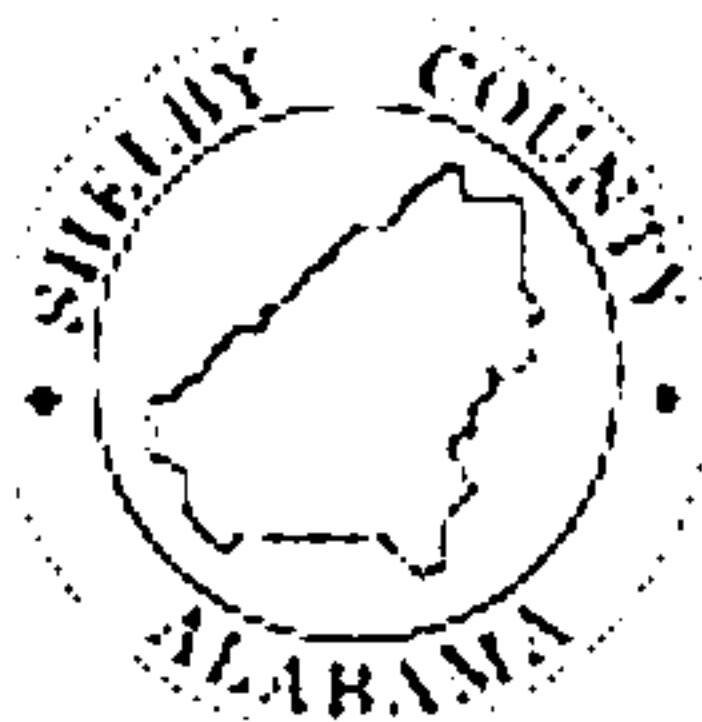
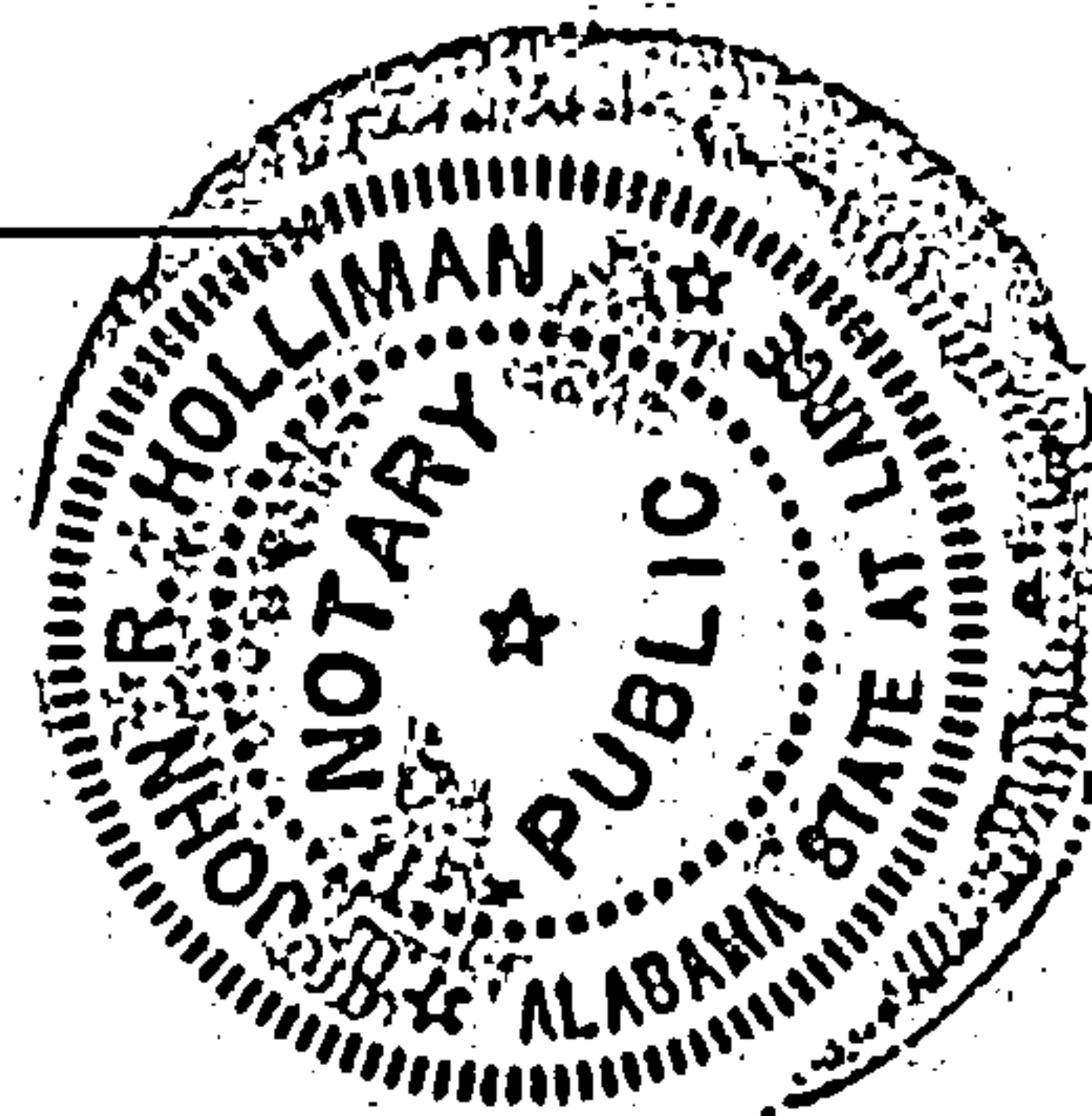
On this day, March 9, 2017, before me personally appeared James Carver Sullivan, as Principal, personally known to me (or proved to me on the basis of satisfactory evidence) to be the individual whose name is subscribed to the foregoing Durable Power of Attorney, and acknowledged that he executed the same as his 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



Filed and Recorded
Official Public Records
Judge James W. Fuhrmeister, Probate Judge,
County Clerk
Shelby County, AL
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