

STATE OF ALABAMA )  
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COUNTY OF SHELBY )

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## GENERAL DURABLE POWER OF ATTORNEY

**KNOW ALL MEN BY THESE PRESENTS**, that I, **Kevin Craig Cartwright** ("Principal"), constitute and appoint my Daughter, **Kelly Ann Cartwright**, as my true and lawful Attorney in fact ("Agent") for me and in my name, place stead to do and perform any and all acts which I could do if personally present, hereby intending to give to my said Agent the fullest and broadest powers to act for me.

**POWERS.** It is not my intention by setting out specific powers and authorizations to limit or cut down the broad powers given herein, but to clarify and support such gifts of power by expressly giving and granting unto my said Agent full power:

1. **Write Checks.** To make, sign, and deliver checks and drafts upon any financial institution where I have an account.
2. **Make Deposits and Withdrawals.** To deposit or withdraw funds, to endorse all checks, including social security checks; to acquire and redeem certificates of deposit in my name in any bank, savings and loan association or any other financial institution; to acknowledge receipt of said funds; and to make application for withdrawal of said funds.
3. **Access Safe Deposit Boxes and Other Safekeeping Facilities.** To have access at any time to any safe deposit box, drawer, vault, warehouse, or other safekeeping facility rented by me, wherever located; to remove all or any part of the contents thereof; and to surrender or relinquish such safekeeping facility. Any institution in which any such safekeeping facility may be located shall incur any liability to me or my estate as a result of permitting my Agent to exercise this power, even if this requires authorizing a depository to enter a box or vault forcibly by having said box drilled or otherwise entered into.
4. **Employ Other Professionals.** To appoint and employ, with or without compensation, any accountants, attorneys at law, investment advisors and counsel, agents, servants or other persons, including their agents and associates; to dismiss or discharge the same; to appoint or employ any others in their stead as my true and lawful attorneys; and to appear and represent me as to all matters covered by this Power of Attorney, or for any other purpose, including, but not limited to, appearances before the U.S. Treasury Department,



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the United States Tax Court, the United States Court of Claims, any other court of the United States or the District of Columbia, any state, municipal, or foreign government. My agent shall have full power and authority to engage such agents and attorneys to do any and all acts convenient or appropriate in connection with such matters, including the specific acts described above, and to substitute attorneys and agents subsequent to the date of such appointment and prior to any revocation thereof, and to delegate and revoke the authority so granted them.

5. **Make Investments.** To invest and reinvest in my name in such loans, bonds, stocks, interests in partnerships, limited liability companies or trusts, mortgages, securities, shares of relegated investment companies or trusts, or other property, real or personal; to purchase or exercise options, rights, or warrants for such purposes; and to purchase securities or other property without being limited as to type of investment by any constitution, state or rule of law, and without regard to whether such investment is a so called "legal" investment.
6. **Hold or Sell Investments.** To hold, sell, exchange, or otherwise dispose of any or all shares of stock, bonds, interests in partnerships, limited liability companies or trusts, or other securities, including United States securities, now or hereafter belonging to me without regard to whether the investment is a so-called "legal" investment; and to make, execute, and deliver assignments of any such shares of stock, bonds, interests, or other securities.
7. **Pay Debts.** To pay any and all indebtedness of mine, including bills, accounts, claims, and demands now are hereafter payable by me, in such manner and at such times as my Agent may deem appropriate.
8. **Collect Debts.** To forgive, compromise, demand, sue for, collect, sell, recover, receive, hold or in any other manner deal with all goods, claims, legacies, bequests, devises, debts, checks, drafts, deposits, dividends, pension benefits, profit sharing benefits, and any other monies; interests, and demands whatsoever, liquidated or un-liquidated, now or hereafter owned by me, now due or that may hereafter be due or belong to me, or in which I now have or hereafter acquire in interest; and to make, execute and deliver receipts, releases or other discharges thereof, under seal or otherwise.
9. **Secure Public Benefits.** To take any necessary action to secure benefits due me from federal civilian service, Social Security, and Medicare, as well as all other federal, state, or local governmental agencies.
10. **Lend or Borrow.** To lend or borrow money (including the power against the cash surrender



value of any life insurance policy now or hereafter owned by me) on such terms as my Agent deems appropriate; and to make, execute and deliver any note, bond, security agreement, or any other instrument or contract on my account for any amount and with such security, whether real or personal property, as my Agent may deem expedient.

11. **Buy and Sell Property.** To acquire, purchase, exchange, hold, sell, convey, encumber, mortgage, lease, or otherwise obtain or dispose of any or all real or personal property, tangible, or intangible, or interests therein on such terms and conditions as my Agent shall deem proper. My Agent shall have full authority to make, execute, and deliver any agreement, bond, deed, bill or sale, mortgage, contract or other document or instrument in connection with the exercise of said powers; and to ask, collect, and receive any rents, profits, issues, or incomes of any and all of such property, or of any part thereof.
12. **Manage Property.** To enter upon, take possession of, maintain, repair, improve, invest, manage, insure, rent, lease, encumber, and in any manner deal with any real or personal property, tangible or intangible, or any interest therein, that I now own or may hereafter acquire in my name and for my benefit, upon such terms and conditions as my Agent shall deem proper.
13. **Conduct and Manage Business.** To conduct, manage or participate in any lawful business of whatever nature for me and in my name; to execute partnership agreements and amendments thereto; to incorporate, reorganize, merge, consolidate, recapitalize, sell, liquidate, or dissolve any business; to elect or employ officers, directors, and agents; to carry out the provisions of any agreement for the sale of any business interest or the stock therein; to exercise voting rights with respect to stock, either in person or by proxy, and to exercise stock options; and to waive notice meetings and give consent for or with respect thereto.
14. **Create and Contribute to Employee Benefit Plans.** To create and contribute to employee benefit plans (including plans for self-employed individual) for my benefit; to select any payment option under any IRA or employee benefit plan in which I am a participant (including plans for self-employed individuals) or to change options I have selected; to make voluntary contributions to such plans; to make "roll-overs" of plan benefits into other retirement plans; to apply for and receive payments and benefits; to waive rights given to non-employee spouses under state or federal law; to make and change beneficiary designations, including revocable or irrevocable designations; and to consent or waive consent in connection with the designation of beneficiaries and the selection of joint and survivor annuities under any employee benefit plan.
15. **Execute Contracts.** To execute any and all contracts of every kind of nature.

16. **Defend Claims.** To defend, settle, adjust, and compromise all actions, suits, accounts, claims, and demands whatsoever that now are or hereafter shall be pending between me and any firm, corporation, or person, in such manner and in all respects as my Agent shall think satisfactory.
17. **Transfer Vehicles.** To apply for a Certificate of Title for any automobile, truck, pickup, van, motorcycle, or any other motor vehicle; to endorse and transfer title to such motor vehicles; and to represent in such transfer assignment that the title to said motor vehicle is free and clear of all liens and encumbrances except those specifically set forth in such transfer assignment.
18. **Waive Privileges and Receive Information.** To waive any doctor-patient, and lawyer-client privilege that I may possess, so that my Agent may obtain access to medical and legal records and files related information that otherwise might be privileged and could not be turned over to my Agent to request, receive, and review any information, verbal or written, regarding my financial affairs or my physical or mental health, including medical and hospital records; to have the right to examine and obtain copies of my last will and testament and any codicil thereto, any inter vivos trust and amendments thereto executed by me and any related papers and documents; to execute any release or other document that may be required in order to obtain such information; and to disclose such information to such persons, organizations, firms or corporations as my agent shall deem appropriate.
19. **Make Medical Decisions.** To give or withhold consent to any medical procedure, test, treatment or other medical attention or services for me; to make decisions with respect to same, including choice of physician, choice of hospital, nursing home, retirement home or other such facility; to revoke, withdraw, modify or change consents to such procedures, treatments or other services; and to provide such other care comfort, maintenance, and support as my Agent may deem necessary. If I am unconscious, or for any other reason unable to make decisions concerning appropriate medical treatment, then my Agent shall have the power to make such decisions, in consultation with the doctors in attendance on me and any other of my closest relatives who may be present or immediately available, provided that nothing herein shall negate the provisions of my living will, if any, and my Agent is prohibited from ordering or consenting to any medical treatment or medical care that is contrary to my living will, if any.
20. **Employ Medical Personnel.** To employ, compensate and discharge medical personnel including such physicians, psychiatrists, dentist, nurses, and therapists as my Agent shall deem necessary for my physical, mental, and emotional well being.



21. **Provide for Support.** To use and apply so much of the income and principal of the assets comprising my estate as may be necessary, in the sole discretion of my Agent, for my health, support or maintenance, and for the health, support or maintenance of any person dependent upon me, taking into consideration other income, resources, or financial assistance that herein, my Agent shall have no power or authority to use or apply the income or principal of the assets comprising my estate principal to discharge any legal obligation that my Agent or any other person may have to support me or any dependant or beneficiary of mine, except to the extent that there are not assets reasonable available to the person having the obligation of support to pay the same.
22. **Provide for Care at Home.** In the event of my incapacity or that of my spouse, whether such incapacity occurs as a result of illness, accident, advanced age, or for any other reasons, if it is at all possible for me, my spouse, or both of us to be cared for at home, my Agent shall have the power to arrange for such home care and pay all said costs, including the expenses of round-the-clock private nurses, or the equivalent, the rental or purchase of hospital type furniture, medical equipment, and supplies (including special beds, wheel chairs, tables, bathroom fixtures, and stair glides) as well as the temporary or permanent installation of any equipment of this nature in any home owned or rented by me, my spouse, or both.
23. **Make Gifts.** To make gifts from time to time, as in the sole discretion of my. Agent, is desirable (i) to implement plans intended to reduce present or future taxes; (ii) to be in my best interest; (iii) to be in the best interest of my estate; or (iv) to be in keeping with my prior pattern of giving. Any such gifts shall not exceed, in any calendar year, the limits of the annual exclusion as provided by §2503(b) and taking into account the availability of §2513 of the Internal Revenue Code, as amended.
24. **Make Charitable Gifts.** To make gifts from time to time to charitable organizations described in §170(c) and §2522(a) of the Internal Revenue Code, as amended, and to pay any amounts hereafter pledged by me to such organizations, in keeping with my pattern of giving both as to amounts to such organizations and as to purpose and mission of such organizations.
25. **Exercise Powers and Disclaimers.** To exercise or release powers of appointment in whole or in part and disclaim or renounce in whole or in part any interest that I might otherwise have as a joint owner, beneficiary, heir, or otherwise. In exercising such discretion, my Agent my take into account such matters as, shall include but shall not be limited to, any reduction in estate or inheritance taxes on my estate, and the effect of such renunciation or disclaimer upon persons interested in my estate and persons who would receive the renounced or disclaimed property.

26. **Deal with Trusts.** To transfer, assign, and convey any property or interest in property, the legal or equitable title to which is in my name, to any trust of which I am the primary beneficiary during my lifetime and under the terms of which I expressly have the power to amend or revoke such trust; and to exercise for my benefit any right of withdrawal of income or principal that I may have pursuant to the terms and conditions of such trust, whether such trust was created before or after the execution of the Power of Attorney.
27. **Prepare Tax Returns and Elections.** To prepare, execute, and file joint or separate federal, state, and local income tax returns, or declarations of estimated tax for any taxable year and to pay any tax due thereon; to make, execute, and file gift tax returns with respect to gifts made by or for any taxable year; to consent to any gift and to use any gift splitting provision or other similar tax election; and to make, execute, and file any claims for refund of any tax.
28. **Represent and Negotiate with Tax Authorities.** To represent me or to sign an Internal Revenue Service Form 2848 or 2848D (power of attorney), or comparable authorization, appointed a qualified lawyer, certified public accountant, or enrolled agent to represent me before any office of the Internal Revenue Service, any state or local taxing authority, with respect to all types of taxes and years; to receive confidential information and to perform on my behalf the following acts with respect to any federal, state, and local taxes: (i) to receive and deposit, in anyone of my bank accounts, or those of any revocable trust of mine, checks in payment of any refund of federal, state, or local tax, interest and penalty; (ii) to pay by check drawn on a bank account of mine, or of any revocable trust of mine any such tax, interest, and penalty; (iii) to execute waivers (including offers of waivers) of restrictions on assessment or collection of deficiencies in tax and waivers of notice of disallowance of a claim for credit or refund; (iv) to execute consents extending the statutory period for assessment or collection of any such taxes; (v) to execute offers in compromise; (vi) to execute closing agreements under §7121 or comparable provisions of the Internal Revenue Code or any state or local statutes or regulations; (vii) to delegate authority or to substitute another representative for anyone previously by me or my Agent; and (viii) and to receive copies of all notices and other written communications involving my federal, state, or local taxes at the home or office of my Agent.
29. **Environmental Authority.** To (i) conduct environmental assessments, audits, and site monitoring to determine compliance with any environmental law or regulation thereunder; (ii) take all appropriate remedial action to contain, clean up, or remove any environmental hazard including a spill, release, discharge, or contamination, either on its own accord or in response to an actual or threatened violation of any environmental law or regulation thereunder; (iii) institute legal proceedings concerning environmental hazards or contests or



settle legal proceedings brought by any local, state, or federal agency concerned with environmental compliance, or by a private litigant; (iv) comply with any local, state, or federal agency order or court order directing an assessment, abatement, or cleanup of any environmental hazards; and (v) employ agents, consultants, and legal counsel to assist or perform the above undertakings or actions.

**GENERALLY ACT IN MY NAME, PLACE, AND STEAD.** Without in any way limiting the foregoing, generally to do, execute, and perform any other act, deed, duty, right, obligation, matter, or thing whatsoever, relating to any person, matter, transaction, or property, real or personal, tangible or intangible, that I now have or hereafter acquire, that ought to be done, executed, or performed, or that in the opinion of my said Agent ought to be done, executed, or performed in and about these premises, of every nature and kind whatsoever, as fully and completely as I could do if personally present.

**LIMITATION OF POWER.** Except for any power to my Agent to make gifts by virtue of this Power of Attorney, the following shall apply:

- (a) Any power of authority granted to my Agent herein shall be limited so as to prevent this Power of Attorney from causing my Agent to be taxed on my income or from causing my assets to be subjected to a "general power of appointment" by my Agent as defined in §2041 and §2514 of the Internal Revenue Code, as amended.
- (b) My Agent shall not satisfy any legal obligation of my Agent out of any property subject to this Power of Attorney, nor may my Agent exercise this power in favor of my Agent, my Agent's estate, my Agent's creditors, or the creditors of my Agent's estate.
- (c) My Agent shall have no power or authority whatsoever with respect to (i) any policy of insurance owned by me on the life of my Agent; or (ii) any trust created by my Agent of which I am a trustee.

**NOMINATION OF GUARDIAN AND CONSERVATOR.** If proceedings are hereafter commenced by any person to appoint a guardian, conservator, or other fiduciary charged with the management of any part or all of my property, then I hereby nominate and appoint my Agent, Gene Grater, to serve as such guardian, conservator, or other fiduciary. I do hereby exempt my Agent from giving bond while serving as such conservator or other fiduciary, pursuant to *Ala. Code* § 26-2A- 139 (1975), as amended, or pursuant to similar statutes or common law.

**INDEMNITY OF AGENT.** I hereby bind myself and my estate to defend, hold harmless, and indemnify my Agent from and against any and all claims, demands, losses, damages, actions, and causes of action, including expenses, costs, and reasonable attorneys' fees that my Agent at any time may sustain or incur

in connection with carrying out the authority granted my Agent in this Power of Attorney to the extent that my Agent attempts in good faith to discharge my Agent's fiduciary obligations hereunder.

**RELIANCE BY THIRD PARTIES.** Any person dealing with my Agent may rely without inquiry upon my Agent's certification that this Power of Attorney has not been revoked. I expressly agree that all acts done hereunder in good faith by my Agent, prior to the receipt by my Agent or by any party with whom my Agent has dealt pursuant to this Power of Attorney of actual notice of revocation of this authority, whether by my death or otherwise, shall be binding upon me and upon my heirs and legal representatives. No person relying upon this Power of Attorney in good faith and without actual notice of revocation of this authority shall incur any discretion on my behalf granted herein, nor shall any person dealing with my Agent be required to see to the application and disposition of any moneys, stocks, bonds, securities, or other property paid to or delivered to my Agent, or my Agent's substitute, pursuant to the provisions hereof.

**RATIFICATION AND DECLARATION OF STANDARD OF PERFORMANCE.** My Agent shall exercise or fail to exercise the powers and authorities granted by these presents in each case as my Agent, in my Agent's own absolute discretion, deems desirable or appropriate under the existing circumstances. I hereby ratify and confirm all acts that my Agent may have power or authority to act or assume responsibility for any matter referred to by these presents, nothing herein shall be construed as imposing a duty on my Agent to so act or assume such responsibility. I declare that my Agent shall not be liable to me or my estate for any acts or omissions with respect hereto to the extent that my Agent attempts in good faith to discharge my Agent's fiduciary obligations herein.

**DURABILITY PROVISION.** I hereby intend to create a Durable Power of Attorney pursuant to *Ala. Code* § 26-1-2(1975), as amended. This Power of Attorney shall not be affected by disability, incompetency, or incapacity of the Principal (undersigned).

**REVOCATION OF PRIOR POWERS OF ATTORNEY.** I hereby revoke all prior Powers of Attorney that I may have executed prior to this Durable Power of Attorney.

**RIGHT TO REVOKE OR AMEND POWER OF ATTORNEY.** I retain the right to revoke or amend this Power of Attorney and to substitute other Agent(s) in place of the Agent appointed herein. Any amendments to this Power of Attorney shall be made in writing by me personally, and not by my Agent, and they shall be attached to the original of this Power of Attorney.

I understand that this Power of Attorney is an important legal document and that this document: (1) provides my Agent with broad powers to dispose, sell, convey, and encumber my real and personal property; (2) that the powers granted in this Power of Attorney will exist for an indefinite period of time unless I limit their duration by the terms of this Power of Attorney or revoke this Power of Attorney; (3) that



these powers will continue to exist notwithstanding my subsequent disability or incapacity; and (4) I have the right to revoke or terminate this Power of Attorney at any time.

**LAWS OF ALABAMA TO APPLY.** Questions pertaining to the validity, construction, and powers created under this instrument, shall be determined in accordance with the laws of the State of Alabama.

**IN WITNESS WHEREOF,** I *have* executed this General Durable Power of Attorney, to which I have let my hand and seal this the same bears date.

  
Kevin Craig Cartwright

STATE OF ALABAMA )

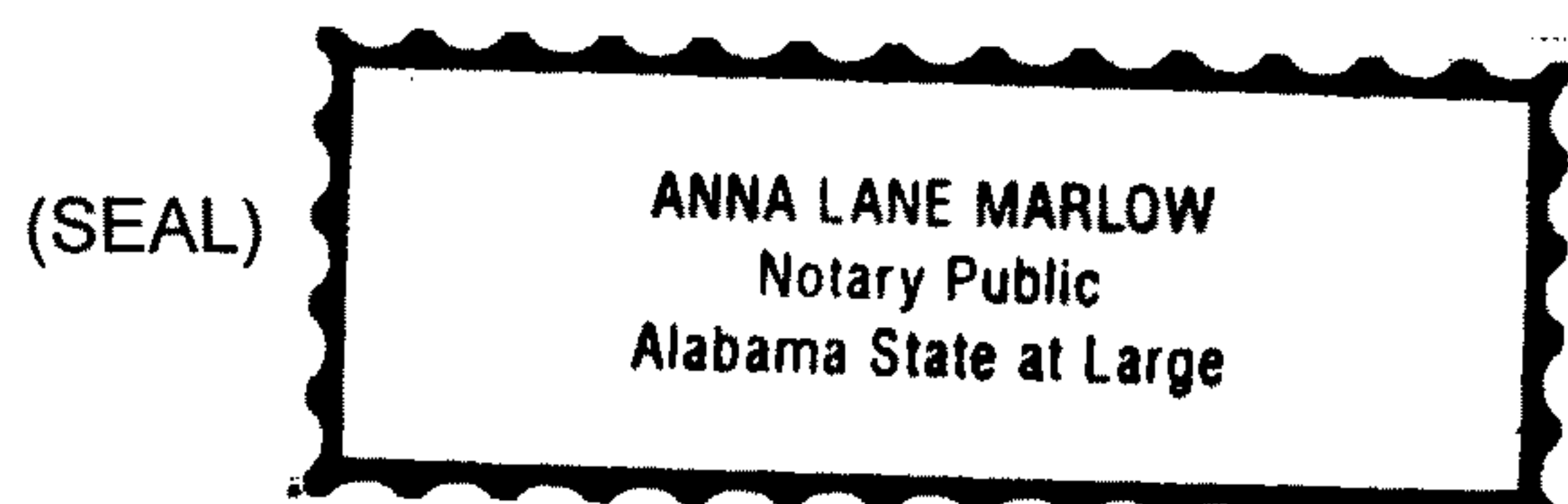
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SHELBY COUNTY )

I, the undersigned authority, in and for said county and state, hereby certify that, whose name is signed to the foregoing Power of Attorney, and who is known to me, acknowledged before me on this day that, being informed of the contents of said Power of Attorney, he executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 13<sup>th</sup> day of June, 2017.





Anna Marlow

Notary Public, Alabama State at Large.

My Commission Expires: December 27, 2017

My Commission Expires  
December 27, 2020



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