

STATE OF ALABAMA)
:
JEFFERSON COUNTY)

20170911000328670
09/11/2017 08:03:35 AM
POA 1/6

**C. FRED DANIELS
DURABLE POWER OF ATTORNEY**

KNOW ALL MEN BY THESE PRESENTS, that I, the undersigned, **C. FRED DANIELS**, residing in Jefferson County, Alabama, do hereby constitute and appoint my friends **NANCY W. BALL** and **ROY J. CRAWFORD** as my true and lawful Agents (*i.e.*, my attorneys-in-fact). In the event of the death of either of my said friends, or if either of them renounces this appointment, becomes incompetent or fails or ceases to serve for any other reason, my friend **MELANIE M. ATHA** shall serve as my Agent with the other. If two of the above named persons become incapacitated, or otherwise fail or cease to serve as my Agent, then I my friend **STEVEN A BENEFIELD** shall serve as my Agent with the one who remains. If three of the above named persons become incapacitated, or otherwise fail or cease to serve as my Agent, then the one who remains shall serve as my Agent.

While more than one person is serving as my Agent, any action taken by them hereunder shall be taken by them jointly and not separately.

A person designated as my Agent shall accept appointment as my Agent hereunder by exercising authority or performing duties as my Agent or by any other assertion or conduct indicating acceptance.

My Agent may resign by giving notice to me, or, if I am incapacitated (i) to my conservator, or guardian if there is no conservator, if either has been appointed for me, and (ii) a co-agent or successor agent. If there is no person described in the preceding sentence, notice shall be given to a person designated in ALA. CODE § 26-1A-118(2) as amended.

My Agent shall have full power to delegate some or all of the powers granted under this Durable Power of Attorney, including, but not limited to, the power to designate successors to the Agent.

THIS DURABLE POWER OF ATTORNEY SHALL NOT BE AFFECTED BY THE DISABILITY, INCOMPETENCY, OR INCAPACITY OF THE UNDERSIGNED.

This Durable Power of Attorney shall not be affected by the lapse of time.

My Agent shall have authority to do all acts that I could do, and my Agent's acts shall not be limited as to the type of an investment by any constitution, statute or rule of law and are authorized without regard to whether or not an investment is a so called "legal" investment. Such acts include, but are not limited to, the following:

1. ***Generally Act in My Name, Place and Stead.*** Without in any way limiting the following, 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 the premises, of every nature and kind whatsoever, as fully and completely as I could do if personally present.

2. ***Real Property.*** My Agent is granted general authority with respect to real property, including all authorizations set forth in ALA. CODE § 26-1A-204.

3. ***Tangible Personal Property.*** My Agent is granted general authority with respect to tangible property, including all authorizations set forth in ALA. CODE § 26-1A-205.

4. ***Stocks and Bonds.*** My Agent is granted general authority with respect to stocks and bonds (as defined in ALA. CODE § 26-1A-102(14) and including, without limitation, interests in partnerships, limited liability companies, trusts and other securities), including all authorizations set forth in ALA. CODE § 26-1A-206.

5. ***Commodities and Options.*** My Agent is granted general authority with respect to commodities and options, including all authorizations set forth in ALA. CODE § 26-1A-207.

6. ***Banks and Other Financial Institutions.*** My Agent is granted general authority with respect to banks and other financial institutions, including all authorizations set forth in ALA. CODE § 26-1A-208.

7. ***Lend or Borrow.*** To lend or borrow money (including the power to borrow 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 or notes, bond or bonds, security agreements or any other instruments or contracts on my account to and for any amount and with such security, whether real or personal property which my Agent may deem meet or expedient.

8. ***Operation of Entity or Business.*** Subject to the terms of a document or an agreement governing an entity or an entity ownership interest, my Agent is granted general authority with respect to operation of an entity or business, including all authorizations set forth in ALA. CODE § 26-1A-209.

9. ***Insurance and Annuities.*** My Agent is granted general authority with respect to insurance and annuities, including all authorizations set forth in ALA. CODE § 26-1A-210.

10. ***Estates, Trusts, and Other Beneficial Interests.*** My Agent is granted general authority with respect to estates, trusts, and other beneficial interests, including all authorizations set forth in ALA. CODE § 26-1A-211. For purposes of applying ALA. CODE § 26-1A-211, references therein to “fund” shall include the defined term “estates, trusts, and other beneficial interests”. I expressly provide that my Agent may exercise any right of withdrawal of income or principal which I may have pursuant to the terms and conditions of the C. FRED DANIELS TRUST, dated the 1st day of September, 2008.

11. ***Claims and Litigation.*** My Agent is granted general authority with respect to claims and litigation, including all authorizations set forth in ALA. CODE § 26-1A-212.

12. ***Personal and Family Maintenance.*** My Agent is granted general authority with respect to personal and family maintenance, including all authorizations set forth ALA. CODE in § 26-1A-213. Authority with respect to personal and family maintenance is neither dependent upon, nor limited by, authority that an Agent may or may not have with respect to gifts under this Power of Attorney.

13. ***Benefits from Governmental Programs or Civil or Military Service.*** My Agent is granted general authority with respect to benefits from governmental programs or civil or military service, including all authorizations set forth in ALA. CODE § 26-1A-214. For purposes of this paragraph, "benefits from governmental programs or civil or military service" means any benefit, program, or assistance provided under a statute or regulation including, but not limited to, Social Security, Medicare, and Medicaid.

14. ***Retirement Plans.*** My Agent is granted general authority with respect to retirement plans, including all authorizations set forth ALA. CODE § 26-1A-215. For purposes of this paragraph, “retirement plan” means a plan or account created by an employer, the principal, or another individual to provide retirement benefits or deferred compensation of which the principal is a participant, beneficiary, or owner, including a plan or account under the following

sections of the Internal Revenue Code: (1) an individual retirement account under Internal Revenue Code § 408, as amended; (2) a Roth individual retirement account under Internal Revenue Code § 408A, as amended; (3) a deemed individual retirement account under Internal Revenue Code § 408(q), as amended; (4) an annuity or mutual fund custodial account under Internal Revenue Code § 403(b), as amended; (5) a pension, profit-sharing, stock bonus, or other retirement plan qualified under Internal Revenue Code § 401(a), as amended; (6) a plan under Internal Revenue Code § 457(b), as amended; and (7) a non-qualified deferred compensation plan under Internal Revenue Code § 409A, as amended.

15. **Estate Planning.** My Agent is granted the following authority with respect to my estate planning:

- (a) Create, amend, revoke, or terminate an *inter vivos* trust;
- (b) Create or change rights of survivorship;
- (c) Create or change a beneficiary designation;
- (d) Waive my right to be a beneficiary of a joint and survivor annuity, including a survivor benefit under a retirement plan; or
- (e) Exercise a general or limited power of appointment;

but only to the extent that the exercise of such authority is reasonably consistent with my estate planning (for example, my will, codicils, trusts, beneficiary designations and similar estate planning documents).

16. **Taxes.** My Agent is granted general authority with respect to taxes, including all authorizations set forth in ALA. CODE § 26-1A-216.

17. **Make Gifts.** To make gifts from time to time to my spouse, my descendants, and the spouses of my descendants, including my Agent, as in the sole discretion of my Agent is desirable to implement plans intended to reduce present or future taxes, or in keeping with my prior pattern of giving, provided, however, that any gifts to any person serving as my Agent hereunder shall not exceed, in any calendar year, the largest amount as to which said right to make such gifts may be permitted to lapse without the lapse constituting a release of a general power of appointment under Internal Revenue Code § 2514(e) or 2041(b)(2), as amended. Such gifts shall be in such form as my Agent shall determine, including, but not limited to, gifts that are outright, in trust, pursuant to a Uniform Transfers to Minors Act, a Uniform Gift to Minors Act, or otherwise.

No Limitation of Power. The enumeration of specific powers herein is not intended to, nor does it, limit or restrict the general powers herein granted to my Agent.

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 which my Agent at any time may sustain or incur in connection with carrying out the authority granted my Agent in this Durable Power of Attorney to the extent that my Agent attempts in good faith to discharge his or her fiduciary obligation hereunder.

Reliance by Third Parties. Third parties may rely upon the representations of my Agent as to all matters relating to any power granted to my Agent, and no person who may act in reliance upon the representations of my Agent or the authority granted to my Agent shall incur any liability to me or my estate as a result of permitting my Agent to exercise any power.

Ratification and Declaration of Standard of Performance. I do hereby ratify and confirm all that my Agent shall do or cause to be done in and about the premises by virtue of this Durable Power of Attorney and 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 his or her fiduciary obligation hereunder.

Determination of Incapacity of Agent. Anyone designated as one of my Agents hereunder shall be deemed to be incapacitated if his or her ability to care for himself or herself, or to manage ordinary financial affairs is impaired because of illness, advanced age or other cause, such incapacity to be determined by a court of competent jurisdiction or by a physician who has examined or treated such person and to be expressed in a written statement to that effect and signed by such physician. The foregoing shall not be the sole method of determining incapacity. Such person shall be deemed to have regained capacity if there is a finding to that effect by a court of competent jurisdiction or upon presentation of a certificate executed by two physicians who have examined or treated such person which states that he or she is capable of caring for himself or herself and managing ordinary financial affairs.

Nomination of Guardian and Conservator. In the event proceedings are hereafter commenced by any person to appoint a guardian for me or a conservator, or other fiduciary charged with the management of any part or all of my property, then I hereby nominate and appoint the persons serving as my Agent to serve as such guardian, conservator or other fiduciary. **I HEREBY EXEMPT ANY PERSON NOMINATED HEREIN FROM GIVING BOND OR FILING AN INVENTORY** while serving as such conservator or other fiduciary, pursuant to ALA. CODE § 26-2A-139, as amended, or pursuant to similar statutes or common law.

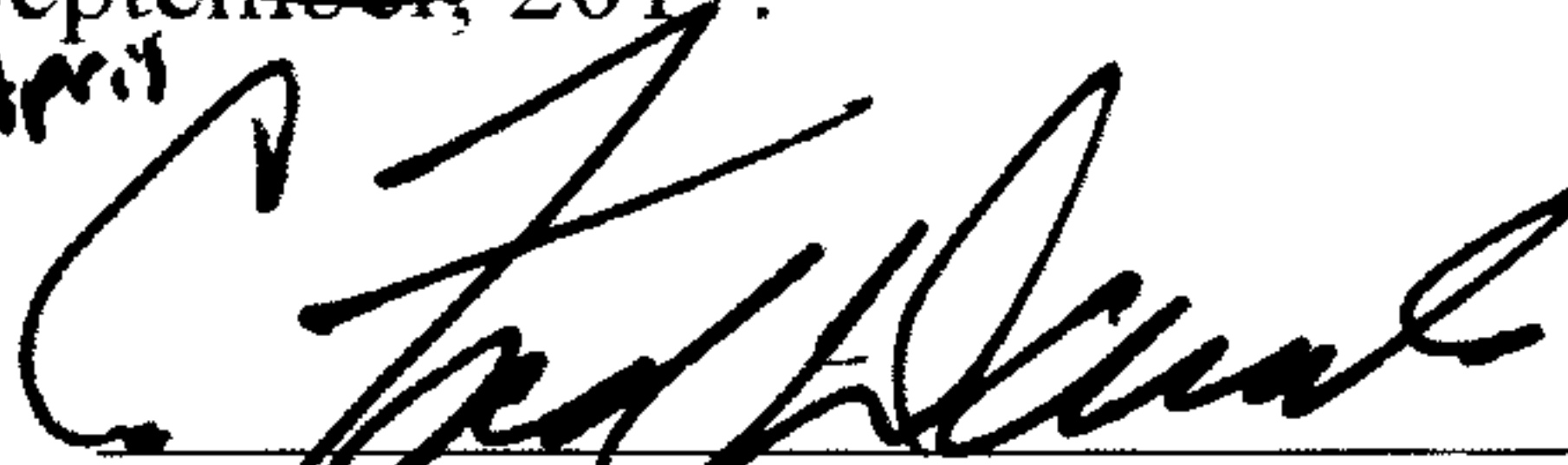
Reimbursement of Expenses. My Agent is entitled to reimbursement of expenses reasonably incurred on my behalf.

Compensation. My Agent shall be entitled to compensation that is reasonable under the circumstances for services provided hereunder.

Governing Law. This instrument is executed and delivered in the State of Alabama, and the laws of the State of Alabama shall govern all questions as to the validity of this power and the construction of its provisions.

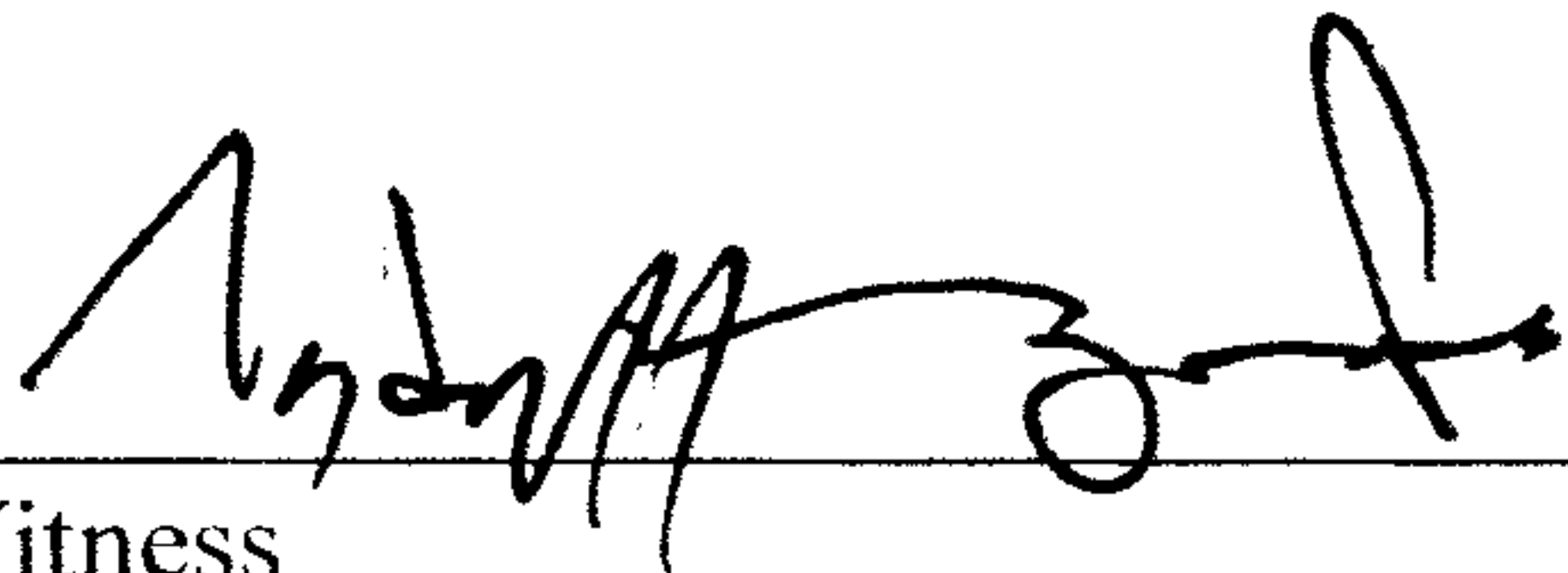
IN WITNESS WHEREOF, I have executed this Durable Power of Attorney and affixed my seal on this the 21st day of September, 2017.

9th April

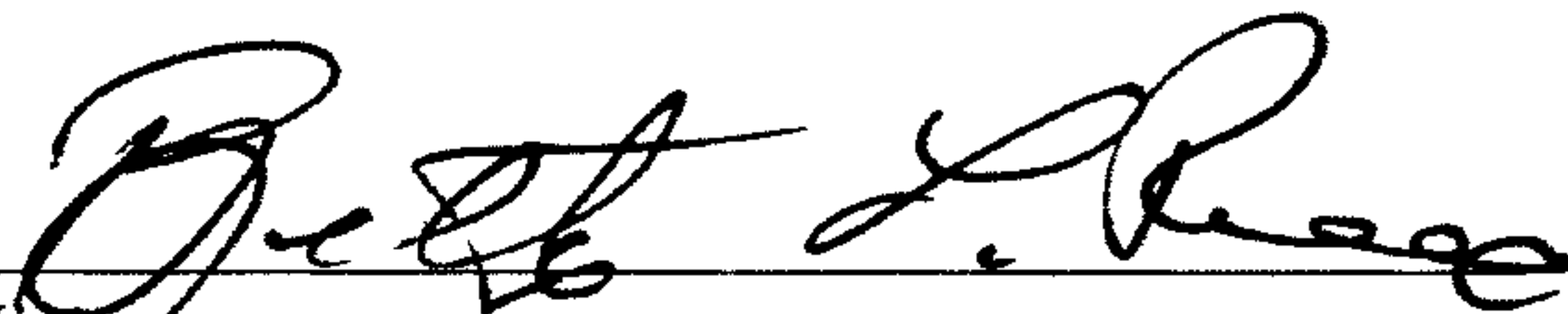


[SEAL]

C. FRED DANIELS



Witness

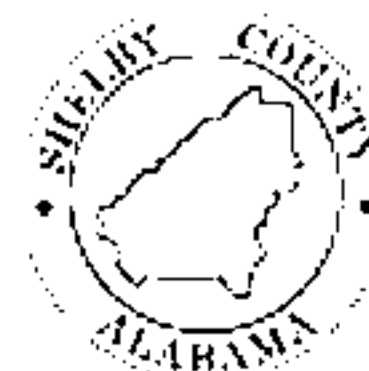


Witness

STATE OF ALABAMA)

:

JEFFERSON COUNTY)



Filed and Recorded
Official Public Records
Judge James W. Fuhrmeister, Probate Judge,
County Clerk
Shelby County, AL
09/11/2017 08:03:35 AM
\$30.00 CHERRY
20170911000328670



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

April 9th

Given under my hand and official seal this the 21st day of September, 2017.



Notary Public

[SEAL]

My Commission Expires: January 10, 2018

{B095417.2}