

Alabama Power of Attorney Form of Janice Taylor Whitaker

DESIGNATION OF CO-AGENTS

I, Janice Taylor Whitaker (principal) name the following person as my co-agents:

Name of Co-agent: Maridith Whitaker Jones

Co-agent's Address: 263 Waterbrook drive, Leeds, AL 35094

Co-agent's Telephone Number: [REDACTED]

Name of Co-agent: Daryle Scott Whitaker

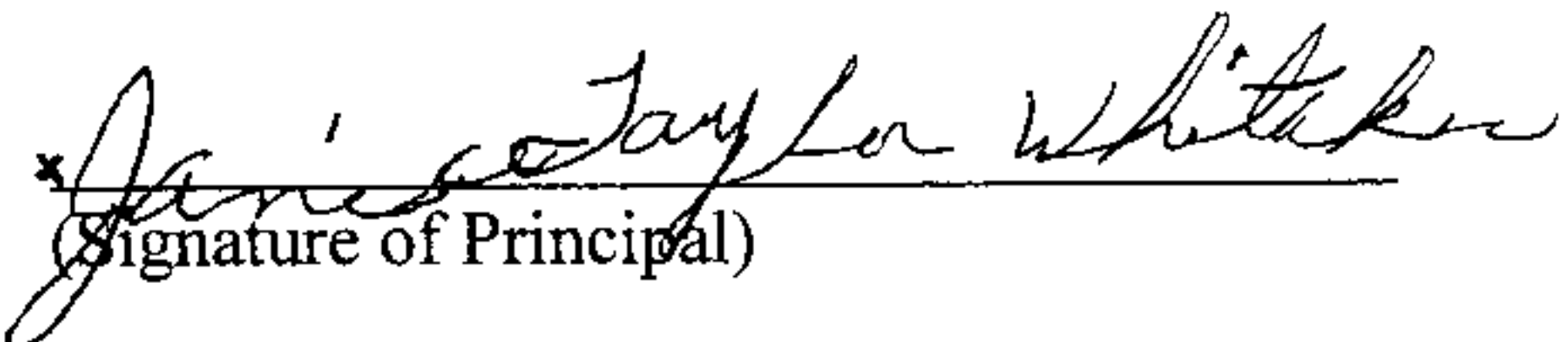
Co-agent's Address: 81 Waterbrook Drive, Leeds, AL 35094

Co-agent's Telephone Number: [REDACTED]

GRANT OF GENERAL AUTHORITY

I grant my agent and any successor agent general authority to act for me with respect to the following subjects as defined in the Alabama Uniform Power of Attorney Act, Chapter 1A, Title 26, Code of Alabama 1975:

If you wish to grant general authority over all of the subjects enumerated in this section you may SIGN here:


(Signature of Principal)

OR

If you wish to grant specific authority over less than all subjects enumerated in this section you must INITIAL by each subject you want to include in the agent's authority:

- ☐ Real Property as defined in Section 26-1A-204
- ☐ Tangible Personal Property as defined in Section 26-1A-205
- ☐ Stocks and Bonds as defined in Section 26-1A-206
- ☐ Commodities and Options as defined in Section 26-1A-207
- ☐ Banks and Other Financial Institutions as defined in Section 26-1A-208
- ☐ Operation of Entity or Business as defined in Section 26-1A-209
- ☐ Insurance and Annuities as defined in Section 26-1A-210

- _____ Estates, Trusts, and Other Beneficial Interests as defined in Section 26-1A-211
- _____ Claims and Litigation as defined in Section 26-1A-212
- _____ Personal and Family Maintenance as defined in Section 26-1A-213
- _____ Benefits from Governmental Programs or Civil or Military Service as defined in Section 26-1A-214
- _____ Retirement Plans as defined in Section 26-1A-215
- _____ Taxes as defined in Section 26-1A-216
- _____ Gifts as defined in Section 26-1A-217

GRANT OF SPECIFIC AUTHORITY (OPTIONAL)

My agent MAY NOT do any of the following specific acts for me UNLESS I have INITIALED the specific authority listed below:

(CAUTION: Granting any of the following will give your agent the authority to take actions that could significantly reduce your property or change how your property is distributed at your death. INITIAL the specific authority you WANT to give your agent.)

- JW Create, amend, revoke, or terminate an inter vivos trust, by trust or applicable law
- JW Make a gift that exceeds the monetary limitations of Section 26-1A-217 of the Alabama Uniform Power of Attorney Act, but subject to any special instructions in this power of attorney
- JW Create or change rights of survivorship
- JW Create or change a beneficiary designation
- JW Authorize another person to exercise the authority granted under this power of attorney
- JW Waive the principal's right to be a beneficiary of a joint and survivor annuity, including a survivor benefit under a retirement plan
- JW Exercise fiduciary powers that the principal has authority to delegate

LIMITATIONS ON AGENT'S AUTHORITY

An agent that is not my ancestor, spouse, or descendant MAY NOT use my property to benefit the agent or a person to whom the agent owes an obligation of support unless I have included that authority in the Special Instructions.

Limitation of Power. Except for any special instructions given herein to my agent to make gifts, the following shall apply:

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Bailey Law Firm
Solutions Outside the Box
2100 Providence Park, Suite 200, Birmingham, AL 35242
Phone: (205) 263-5060 • Fax: (888) 289-5904

(a) Any power or authority granted to the agent herein shall be limited so as to prevent this power of attorney from causing any agent to be taxed on my income or from causing my assets to be subject to a "general power of appointment" by my agent as defined in 26 U.S.C. §2041 and 26 U.S.C. §2514 of the Internal Revenue Code of 1986, as amended.

(b) My agent shall have no power or authority whatsoever with respect to any policy of insurance owned by me on the life of my agent, or any trust created by my agent as to which I am a trustee.

SPECIAL INSTRUCTIONS (OPTIONAL)

You may give special instructions on the following lines. For your protection, if there are no special instructions write NONE in this section.

1. Any one of my agents may act alone and without the approval or consent of any other agent regarding a matter or may act jointly with any other agent. If any agent fails to serve, no further agent need be appointed unless there is no agent then serving.

2. In addition to the powers granted above, I grant my agent the powers specified in the "ENHANCED POWERS" provisions appearing at the end of this document, which are incorporated herein by reference.

EFFECTIVE DATE

This power of attorney is effective immediately unless I have stated otherwise in the Special Instructions.

NOMINATION OF CONSERVATOR OR GUARDIAN (OPTIONAL)

If it becomes necessary for a court to appoint a conservator or guardian of my estate or guardian of my person, I nominate the following person(s) for appointment:

Name of Nominee for conservator or guardian of my estate: Maridith Whitaker Jones

Nominee's Address: 263 Waterbrook drive, Leeds, AL 35094

Nominee's Telephone Number: [REDACTED]

Name of Nominee for guardian of my person: Maridith Whitaker Jones

Nominee's Address: 263 Waterbrook drive, Leeds, AL 35094

Nominee's Telephone Number: [REDACTED]

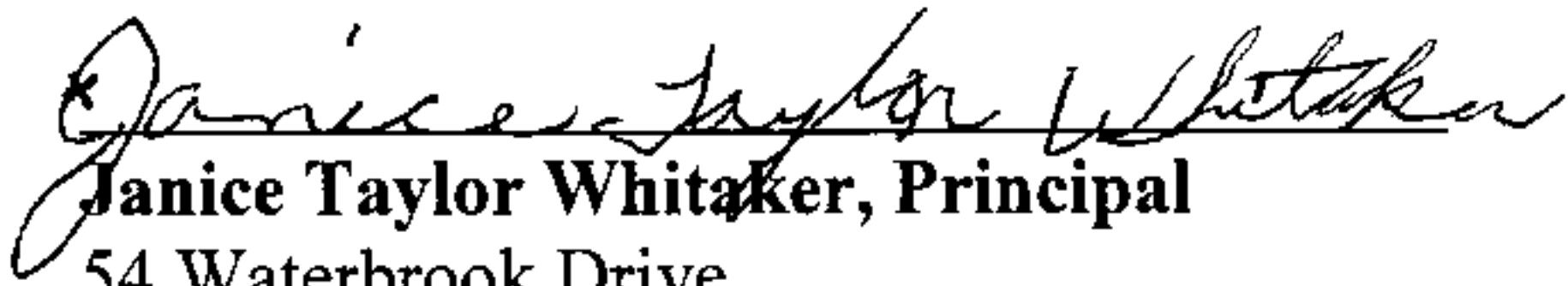
RELIANCE ON THIS POWER OF ATTORNEY

Any person, including my agent, may rely upon the validity of this power of attorney or a copy of it unless that person knows it has terminated or is invalid.

SIGNATURE AND ACKNOWLEDGMENT

Dated: September 12, 2017

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Shelby Cnty Judge of Probate, AL
09/19/2017 10:45:40 AM FILED/CERT


Janice Taylor Whitaker, Principal
54 Waterbrook Drive
Leeds, AL 35094


STATE OF ALABAMA

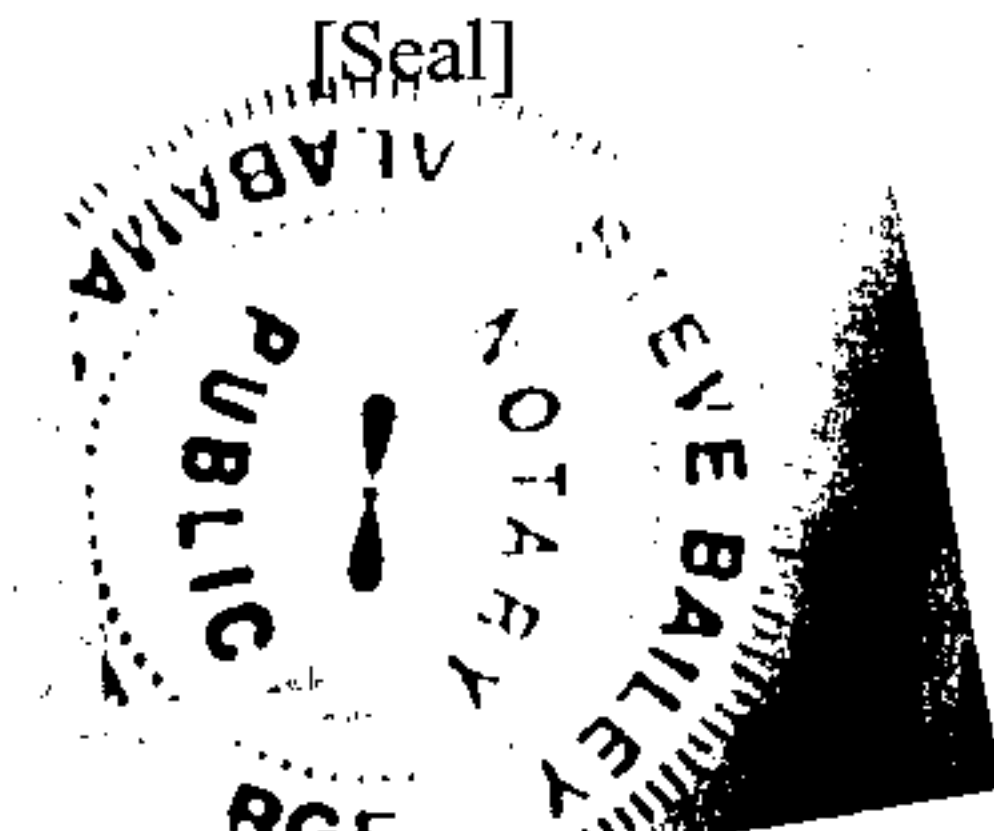
)
) ss.:

COUNTY OF SHELBY

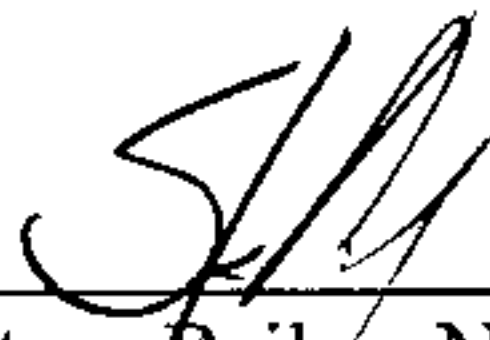
)

On this day, September 12, 2017, before me personally appeared Janice Taylor Whitaker, 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 instrument, and acknowledged that she executed the same as her voluntary act and deed for the purposes therein contained.

Witness my hand and official seal.



ENHANCED POWERS


Steve Bailey, Notary Public
2100 Providence Park, Suite 200
Birmingham, AL 35242
My commission expires April 18, 2014

I grant my agent the power to act on my behalf with respect to the following subjects:

1. Trusts

My Agent may create and fund inter vivos trusts of any type, whether revocable or irrevocable, and whether or not I am a beneficiary. With respect to any trust created by me or on my behalf, my Agent may amend, modify, revoke, or terminate the trust. Further, my Agent may add property to an existing or subsequently created trust, and accept transfers or distributions from any trustee of any trust, including any trust over which I have a right of receipt or withdrawal, whether as grantor, beneficiary, or otherwise.

Also, and without limiting the authority granted to my Agent in this Section, my Agent may:

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- (i) create and fund a sole-benefit trust in accordance with United States Code, Title 42, Section 1396p(c)(2)(B);
- (ii) create and fund a self-settled special needs trust in accordance with United States Code, Title 42, Section 1396p(d)(4)(A);
- (iii) create and fund a qualified income trust in accordance with United States Code, Title 42, Section 1396p(d)(4)(B) if such a trust should be deemed necessary to qualify me for Medicaid benefits, and make arrangements for the diversion of my income to such a trust as necessary to comply with applicable Medicaid rules and regulations; and
- (iv) sign all necessary documents to allow me to join any trust qualifying under United States Code, Title 42, Section 1396p(d)(4)(C) and transfer any portion of my assets to such trust.

2. Annuities

My Agent may waive my right to be a beneficiary of a joint and survivor annuity, including a survivor benefit under a retirement plan. My Agent may withdraw from, transfer ownership, surrender, or purchase any commercial annuity, private annuity, or grantor retained annuity trust.

3. Government Agencies and Benefits

My Agent has the unrestricted power to deal with and obtain maximum entitlements and benefits relating to the Social Security Administration, Veterans Administration, Social Services Departments, Social Security Disability Insurance, Supplemental Security Income, Medicaid, Medicare, Worker's Compensation and all other government benefits or entitlement programs, including claims, planning for eligibility, and submission of applications and appeals. In this regard, my Agent is authorized to execute and deliver any power of attorney or authorization-to-act form requested or required by a governmental agency. This power shall impose no affirmative duty on my Agent to provide information and/or documentation to any government agency.

4. Intent to Return Home

It is my intention to return home if I should be in a hospital, rehabilitation center, or nursing home, and my Agent shall take all steps, including, but not limited to, executing any document, affidavit, or Declaration of Intent to Return Home on my behalf, to effectuate the same.

5. Caregiver Agreements

My Agent may enter into, execute, modify, alter, or amend any contract or agreement (for example, a Caregiver Agreement or Personal Services Contract) pertaining to my medical, personal, or general care that I may require at my residence, assisted living facility, nursing facility, or in another's residence on my

behalf. I expressly authorize my Agent to also serve as a caregiver under any such agreement and to be paid in accordance with the terms and conditions of such agreement, provided, however, that such services are compensated at fair market value.

6. Qualified Plans

My Agent may deal in all respects with any Qualified Plan or Individual Retirement Account that I may own and to make any and all available elections or beneficiary designations on my behalf. If I become married and my spouse is a participant in a Qualified Plan or Individual Retirement Account, I authorize my Agent to effect any waiver of my rights to any portion of said Plan or to any payout arrangement which may require my consent or approval by law, under any such Plan, or otherwise.

7. Online Accounts, Digital Assets, and Digital Devices

Without limiting any other provision of this power of attorney, and subject to the limitations of any other provision of this power of attorney, my Agent has the powers described in this Section.

My Agent has full authority to deal with Online Accounts, Digital Assets, and Digital Devices of all kinds, wherever located. This authority includes, but is not limited to, the power to acquire, create, establish, access, control, modify, cancel, delete, continue, transfer, and take possession of such accounts, assets, and devices.

However, if I have used an online tool to direct the custodian of an Online Account, Digital Asset, or Digital Device to not disclose certain information, and if the online tool allows for the modification or deletion of that direction at all times, then such direction overrides the authority granted in this Section.

My Agent may request and change my access credentials to any Online Account, Digital Asset, and Digital Device (such as username, password, and secret question), and any third-party dealing with my Agent in good faith will be held harmless for releasing such access credentials.

For purposes of this power of attorney, the following definitions apply:

a. Online Accounts

The term "Online Accounts" means accounts that are accessible through the Internet or other similar method, including, but not limited to: bank accounts; investment accounts; other financial accounts; accounts with health care providers; social media accounts (like LinkedIn, Facebook, and Twitter); gambling and poker accounts; accounts with publishers; accounts for access to employee benefits; email accounts; accounts with Internet service providers; accounts to manage websites and website domain names; accounts with retail

vendors; tax-preparation service accounts; affiliate marketing accounts; accounts with utility companies; user access accounts on third-party Digital Devices; and any other online account.

b. Digital Assets

The term "Digital Assets" means intangible personal property related to digital technology (whether located on a Digital Device or an Online Account), including, but not limited to: emails sent or received; text messages sent or received; other digital communications sent or received; digital music; digital photographs; digital videos; software licenses; social network accounts; file sharing accounts; online access to financial accounts; domain registrations; DNS service accounts; website hosting accounts; personal and commercial websites; tax preparation service accounts; online store accounts; affiliate marketing accounts; and other types of online accounts and digital items that currently exist or may exist as technology develops.

c. Digital Devices

The term "Digital Devices" means tangible personal property related to digital technology capable of storing Digital Assets or accessing Online Accounts, and includes, but is not limited to: desktop computers; laptop computers; tablet computing devices (tablets); other mobile computing devices; peripheral devices; hard disk drives; solid state drives; flash memory devices; other storage devices; mobile telephones; smartphones; and any other type of digital device that currently exists or may exist as technology develops.

8. Domestic Pets

My Agent may make reasonable expenditures for the care, maintenance, support, and general welfare of my domestic pets, if any. Specifically, and without limitation, my Agent may consent to and make reasonable expenditures for medical treatment, boarding, and kennel care of any of my domestic pets. I authorize any and all payments from my funds for pet care provided by any person or entity, including my Agent.

In addition, my Agent may acquire a domestic service pet if, in my Agent's sole discretion, such service pet will benefit me.

9. Estate and Long Term Care Planning

A. My Agent may engage in estate and long term care planning in furtherance of achieving asset preservation. Property transfers made pursuant to the authority granted herein may be made without restriction as to the value of the transfer, and shall, for all purposes, be deemed to have been "in my best interest" if: (1) made in accordance with the provisions of this section; and (2) made in the context of estate

planning, financial planning, Medicaid planning, long term care planning, or asset preservation planning pursuant to the recommendations of an attorney-at-law experienced in such matters. My Agent may engage in such planning based on all relevant factors, including:

- (i) the value and nature of my property;
- (ii) my foreseeable obligations and need for maintenance;
- (iii) minimization of taxes, including income, estate, inheritance, generation skipping transfer, and gift taxes; and
- (iv) eligibility for a benefit, a program, or assistance under a statute or government regulation.

B. My Agent may take any action necessary to effectuate the foregoing, including to qualify me for Social Security Benefits, Supplemental Security Income, Veterans Benefits, Medicaid or any other government benefit program. Such actions may include but shall not be limited to the following:

- (i) convert non-exempt resources into exempt resources;
- (ii) divest me of assets, without restriction as to the value of the divestment;
- (iii) if I become married and my Agent is my spouse, my spouse may protect our assets, whether owned by me alone, my spouse alone, or by us together as husband and wife, so that my spouse's impoverishment because of my health care costs can be avoided, by whatever lawful methods that might be available;
- (iv) sign a Spousal Refusal (if I become married, and even if my Agent is my spouse);
- (v) sign an Assignment of Support (if I become married, and even if my Agent is my spouse);
- (vi) if I become married, divide community property assets equally or unequally between my spouse and me, without restriction as to the difference of the value of our shares, if any;
- (vii) sign an application for Medical Assistance or any other government benefit program;
- (viii) serve as representative payee;
- (ix) if I become married, transfer the family residence to a spouse who does not need long-term health or nursing care, without restriction as to the value of the transfer;
- (x) make home improvements and additions to my family residence;
- (xi) pay off, partly or in full, any encumbrance on my family residence;

- (xii) purchase a family residence, if I do not own a family residence;
- (xiii) purchase a more expensive family residence; and
- (xiv) attend and represent me at Fair Hearings.

10. Spiritual and Religious Needs

My Agent may arrange for the involvement of religious clergy or spiritual leaders in my care, provide said persons access to me at all times, arrange or maintain my membership in religious or spiritual organizations, and create opportunities for me to derive comfort and spiritual satisfaction from such activities, including the purchase of religious books, tapes, and other materials.

11. Companionship

My Agent may provide for such companionship for me, in the sole discretion of my Agent, as will meet my needs and preferences at a time when I am disabled or otherwise unable to arrange for such companionship myself.

12. U.S. Mail

My Agent may open, read, respond to, and redirect my mail, and represent me before the U.S. Postal Service in all matters relating to mail service.


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