

DURABLE POWER OF ATTORNEY
INDIVIDUAL

ALL MEN BY THESE PRESENTS, that I, Evelyn Chavers Rosier, a resident of Shelby County, Alabama do constitute and appoint Sharon Terry Bush as my true and lawful Agent. In the event my named Agent(s) is/are deceased, unable or unwilling to act for me, I DO NOT NAME ANY Successor Agents. I **revoke any prior existing powers of attorney**.

1. PURPOSE OF THE POWER OF ATTORNEY

This power of attorney authorizes my agent to make decisions concerning my property for me (the principal). My agent will be able to make decisions and act with respect to my property (including my money, medicine, drugs, medical records, et seq.) whether or not I am able to act for myself, including but not limited to performing each and every act, deed, matter and thing whatsoever in and about my property and affairs as fully and effectually to all intents and purposes as I might or could do in my own proper person, if personally present, including, without limiting the generality of the foregoing, the following specific enumerated powers which are granted in aid and exemplification of the full, complete and general power herein granted and not in limitation or definition thereof.

2. GRANT OF GENERAL AUTHORITY

I grant my 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, as may be amended from time to time, and under other statutory and the case law of Alabama.

I wish to grant general authority over all of the subjects enumerated in this section to my agent by signing here:



Evelyn Chavers Rosier (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 and write N/A by those you wish to exclude from the Agents authority:

- ___ A. **REAL PROPERTY** as defined in Section 26-1A-204, gives the agent the power to:
(1) demand, buy, lease, receive, accept as a gift or as security for an extension of credit, or otherwise acquire or reject an interest in real property or a right incident to real property;

sublease; contribute to an entity in exchange for an interest in that entity; or otherwise grant or dispose of an interest in real property or a right incident to real property;

(3) pledge or mortgage an interest in real property or right incident to real property as security to borrow money or pay, renew, or extend the time of payment of a debt of the principal or a debt guaranteed by the principal;

(4) release, assign, satisfy, or enforce by litigation or otherwise a mortgage, deed of trust, conditional sale contract, encumbrance, lien, or other claim to real property which exists or is asserted;

(5) manage or conserve an interest in real property or a right incident to real property owned or claimed to be owned by the principal, including:

(a) insuring against liability or casualty or other loss;

(b) obtaining or regaining possession of or protecting the interest or right by litigation or otherwise;

(c) paying, assessing, compromising, or contesting taxes or assessments or applying for and receiving refunds in connection with them; and

(d) purchasing supplies, hiring assistance or labor, and making repairs or alterations to the real property;

(6) use, develop, alter, replace, remove, erect, or install structures or other improvements upon real property in or incident to which the principal has, or claims to have, an interest or right;

(7) participate in a reorganization with respect to real property or an entity that owns an interest in or right incident to real property and receive, and hold, and act with respect to stocks and bonds or other property received in a plan of reorganization, including:

(a) selling or otherwise disposing of them;

(b) exercising or selling an option, right of conversion, or similar right with respect to them; and

(c) exercising any voting rights in person or by proxy;

(8) change the form of title of an interest in or right incident to real property; and

(9) dedicate to public use, with or without consideration, easements or other real property in which the principal has, or claims to have, an interest.

____ B. **TANGIBLE PERSONAL PROPERTY** as defined in Section 26-1A-205, gives the agent the power to:

(1) demand, buy, receive, accept as a gift or as security for an extension of credit, or otherwise acquire or reject ownership or possession of tangible personal property or an interest in tangible personal property;

(2) sell; exchange; convey with or without covenants, representations, or warranties; quitclaim; release; surrender; create a security interest in; grant options concerning; lease; sublease; or, otherwise dispose of tangible personal property or an interest in tangible personal property;

(3) grant a security interest in tangible personal property or an interest in tangible personal property as security to borrow money or pay, renew, or extend the time of payment of a debt of the principal or a debt guaranteed by the principal;

(4) release, assign, satisfy, or enforce by litigation or otherwise, a security interest, lien, or other claim on behalf of the principal, with respect to tangible personal property or an interest in tangible personal property;

(5) manage or conserve tangible personal property or an interest in tangible personal property on behalf of the principal, including:

- (a) insuring against liability or casualty or other loss;
 - (b) obtaining or regaining possession of or protecting the property or interest, by litigation or otherwise;
 - (c) paying, assessing, compromising, or contesting taxes or assessments or applying for and receiving refunds in connection with taxes or assessments;
 - (d) moving the property from place to place;
 - (e) storing the property for hire or on a gratuitous bailment; and
 - (f) using and making repairs, alterations, or improvements to the property; and
- (6) change the form of title of an interest in tangible personal property.

In addition to the foregoing provision of the statute, I give the agent the power to apply for a certificate of title upon, and endorse or execute the transfer thereof, for any automobile, truck, pickup, van, motorcycle, or other vehicle, 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;

____ C. **STOCKS AND BONDS** as defined in Section 26-1A-206, gives the agent the power to:

- (1) buy, sell, and exchange stocks and bonds;
- (2) establish, continue, modify, or terminate an account with respect to stocks and bonds;
- (3) pledge stocks and bonds as security to borrow, pay, renew, or extend the time of payment of a debt of the principal;
- (4) receive certificates and other evidences of ownership with respect to stocks and bonds; and
- (5) exercise voting rights with respect to stocks and bonds in person or by proxy, enter into voting trusts, and consent to limitations on the right to vote.

In addition to the foregoing provision of the statute I give the agent the power to purchase/pay for any financial planning or advice fee arrangement with a financial advisor with respect to my brokerage and securities accounts;

____ D. **COMMODITIES AND OPTIONS** as defined in Sections 26-1A-207, gives the agent the power to:

- (1) buy, sell, exchange, assign, settle, and exercise commodity futures contracts and call or put options on stocks or stock indexes traded on a regulated option exchange; and
- (2) establish, continue, modify, and terminate option accounts.

____ E. **BANKS AND OTHER FINANCIAL INSTITUTIONS** as defined in Section 26-1A-208, gives the agent the power to:

- (1) continue, modify, and terminate an account or other banking arrangement made by or on behalf of the principal;
- (2) establish, modify, and terminate an account or other banking arrangement with a bank, trust company, savings and loan association, credit union, thrift company, brokerage firm, or other financial institution selected by the agent;

(3) contract for services available from a financial institution, including renting a safe deposit box or space in a vault;

(4) withdraw, by check, order, electronic funds transfer, or otherwise, money or property of the principal deposited with or left in the custody of a financial institution;

(5) receive statements of account, vouchers, notices, and similar documents from a financial institution and act with respect to them;

(6) enter a safe deposit box or vault and withdraw or add to the contents;

(7) borrow money and pledge as security personal property of the principal necessary to borrow money or pay, renew, or extend the time of payment of a debt of the principal or a debt guaranteed by the principal;

(8) make, assign, draw, endorse, discount, guarantee, and negotiate promissory notes, checks, drafts, and other negotiable or nonnegotiable paper of the principal or payable to the principal or the principal's order, transfer money, receive the cash or other proceeds of those transactions, and accept a draft drawn by a person upon the principal and pay it when due;

(9) receive for the principal and act upon a sight draft, warehouse receipt, or other document of title whether tangible or electronic, or other negotiable or nonnegotiable instrument;

(10) apply for, receive, and use letters of credit, credit and debit cards, electronic transaction authorizations, and traveler's checks from a financial institution and give an indemnity or other agreement in connection with letters of credit; and

(11) consent to an extension of the time of payment with respect to commercial paper or a financial transaction with a financial institution.

In addition to the foregoing provision of the statute, I give the agent the power to acquire access to any accounts or other information of any nature, stored or available on my computer or other forms of information technology, including, but not limited to, cellular phones and I-pads, hard drives, software, and identification and user names, numbers and passwords, whether such technology is now in existence or which comes into existence after the date of this instrument.

 F. **OPERATION OF ENTITY OR BUSINESS** as defined in Section 26-1A-209, gives the agent the power to:

(1) operate, buy, sell, enlarge, reduce, or terminate an ownership interest;

(2) perform a duty or discharge a liability and exercise in person or by proxy a right, power, privilege, or option that the principal has, may have, or claims to have;

(3) enforce the terms of an ownership agreement;

(4) initiate, participate in, submit to alternative dispute resolution, settle, oppose, or propose or accept a compromise with respect to litigation to which the principal is a party because of an ownership interest;

(5) exercise in person or by proxy, or enforce by litigation or otherwise, a right, power, privilege, or option the principal has or claims to have as the holder of stocks and bonds;

(6) initiate, participate in, submit to alternative dispute resolution, settle, oppose, or propose or accept a compromise with respect to litigation to which the principal is a party concerning stocks and bonds;

(7) with respect to an entity or business owned solely by the principal:

(a) continue, modify, renegotiate, extend, and terminate a contract made by or on behalf of the principal with respect to the entity or business before execution of the power of attorney;

- (b) determine:
 - (i) the location of its operation;
 - (ii) the nature and extent of its business;
 - (iii) the methods of manufacturing, selling, merchandising, financing, accounting, and advertising employed in its operation;
 - (iv) the amount and types of insurance carried; and
 - (v) the mode of engaging, compensating, and dealing with its employees and accountants, attorneys, or other advisors;
- (c) change the name or form of organization under which the entity or business is operated and enter into an ownership agreement with other persons to take over all or part of the operation of the entity or business; and
- (d) demand and receive money due or claimed by the principal or on the principal's behalf in the operation of the entity or business and control and disburse the money in the operation of the entity or business;
- (8) put additional capital into an entity or business in which the principal has an interest;
- (9) join in a plan of reorganization, consolidation, conversion, domestication, or merger of the entity or business;
- (10) sell or liquidate all or part of an entity or business;
- (11) establish the value of an entity or business under a buy-out agreement to which the principal is a party;
- (12) prepare, sign, file, and deliver reports, compilations of information, returns, or other papers with respect to an entity or business and make related payments; and
- (13) pay, compromise, or contest taxes, assessments, fines, or penalties and perform any other act to protect the principal from illegal or unnecessary taxation, assessments, fines, or penalties, with respect to an entity or business, including attempts to recover, in any manner permitted by law, money paid before or after the execution of the power of attorney.

In addition to the foregoing provision of the statute, I give the agent the power to conduct or participate in any lawful business of whatever nature for me and in my name, execute partnership agreements and amendments thereto; to enter into buy-sell agreements, incorporate, reorganize, merge, consolidate, recapitalize, sell, liquidate, or dissolve any business; elect or employ officers, directors and agents; carry out the provisions of any agreements for the sale of any business interest or the stock therein; and exercise voting rights with respect to stock, either in person or by proxy, and exercise stock options; and admit new members to or act on my behalf as a member of any limited liability company of which I am a member, unless otherwise prohibited by the Articles of Organization or Operating Agreement of the limited liability company;

____ **G. INSURANCE AND ANNUITIES** as defined in Section 26-1A-210, gives the agent the power to:

- (1) continue, pay the premium or make a contribution on, modify, exchange, rescind, release, or terminate a contract procured by or on behalf of the principal which insures or provides an annuity to either the principal or another person, whether or not the principal is a beneficiary under the contract;
- (2) procure new, different, and additional contracts of insurance and annuities for the principal and the principal's spouse, children, and other dependents, if any, and select the amount, type of insurance or annuity, and mode of payment;

- (3) pay the premium or make a contribution on, modify, exchange, rescind, release, or terminate a contract of insurance or annuity procured by the agent;
- (4) apply for and receive a loan secured by a contract of insurance or annuity;
- (5) surrender and receive the cash surrender value on a contract of insurance or annuity;
- (6) exercise an election;
- (7) exercise investment powers available under a contract of insurance or annuity;
- (8) change the manner of paying premiums on a contract of insurance or annuity;
- (9) change or convert the type of insurance or annuity with respect to which the principal has or claims to have authority described in this section;
- (10) apply for and procure a benefit or assistance under a statute or regulation to guarantee or pay premiums of a contract of insurance on the life of the principal;
- (11) collect, sell, assign, hypothecate, borrow against, or pledge the interest of the principal in a contract of insurance or annuity;
- (12) select the form and timing of the payment of proceeds from a contract of insurance or annuity; and
- (13) pay, from proceeds or otherwise, compromise or contest, and apply for refunds in connection with, a tax or assessment levied by a taxing authority with respect to a contract of insurance or annuity or its proceeds or liability accruing by reason of the tax or assessment.

H. **ESTATES, TRUSTS, AND OTHER BENEFICIAL INTEREST** as defined in Section 26-1A-211, gives the agent the power to:

- (1) accept, receive, receipt for, sell, assign, pledge, or exchange a share in or payment from a fund (as defined below);
- (2) demand or obtain money or another thing of value to which the principal is, may become, or claims to be, entitled by reason of the fund, by litigation or otherwise;
- (3) exercise or release for the benefit of the principal a presently exercisable general power of appointment in whole or in part held by the principal;
- (4) initiate, participate in, submit to alternative dispute resolution, settle, oppose, or propose or accept a compromise with respect to litigation or remove, substitute, or surcharge a fiduciary to ascertain the meaning, validity, or effect of a deed, will, declaration of trust, or other instrument or transaction affecting the interest of the principal;
- (5) conserve, invest, disburse, or use anything received for an authorized purpose;
- (6) transfer an interest of the principal in real property, stocks and bonds, accounts with financial institutions or securities intermediaries, insurance, annuities, and other property to the trustee of a revocable trust created by the principal as settlor;
- (7) reject, renounce, disclaim, release, or consent to a reduction in or modification of a share in or payment from the fund;
- (8) create, amend, revoke or terminate an inter vivos trust, including creating and transferring property into a trust solely for the benefit of a child or grandchild with a disability;
- (9) create and change rights of survivorship and beneficiary designations;
- (10) delegate authority granted under the power of attorney.

In this section, "estates, trusts, and other beneficial interests" means a trust, probate estate, guardianship, conservatorship, escrow, or custodianship or a fund from which the principal is, may become, or claims to be, entitled to a share or payment.

____ I. **CLAIMS AND LITIGATION** as defined in Section 26-1A-212, gives the agent the power to:

(1) assert and maintain before a court or administrative agency a claim, claim for relief, cause of action, counterclaim, offset, recoupment, or defense, including an action to recover property or other thing of value, recover damages sustained by the principal, eliminate or modify tax liability, or seek an injunction, specific performance, or other relief;

(2) bring an action to determine adverse claims or intervene or otherwise participate in litigation;

(3) seek an attachment, garnishment, order of arrest, or other preliminary, provisional, or intermediate relief and use an available procedure to effect or satisfy a judgment, order, or decree;

(4) make or accept a tender, offer of judgment, or admission of facts, submit a controversy on an agreed statement of facts, consent to examination, and bind the principal in litigation;

(5) submit to alternative dispute resolution, settle, and propose or accept a compromise;

(6) waive the issuance and service of process upon the principal, accept service of process, appear for the principal, designate persons upon which process directed to the principal may be served, execute and file or deliver stipulations on the principal's behalf, verify pleadings, seek appellate review, procure and give surety and indemnity bonds, contract and pay for the preparation and printing of records and briefs, receive, execute, and file or deliver a consent, waiver, release, confession of judgment, satisfaction of judgment, notice, agreement, or other instrument in connection with the prosecution, settlement, or defense of a claim or litigation;

(7) act for the principal with respect to bankruptcy or insolvency, whether voluntary or involuntary, concerning the principal or some other person, or with respect to a reorganization, receivership, or application for the appointment of a receiver or trustee which affects an interest of the principal in property or other thing of value;

(8) pay a judgment, award, or order against the principal or a settlement made in connection with a claim or litigation; and

(9) receive money or other thing of value paid in settlement of or as proceeds of a claim or litigation.

____ J. **PERSONAL AND FAMILY MAINTENANCE** as defined in Section 26-1A- 213, gives the agent the power to:

(1) perform the acts necessary to maintain the customary standard of living of the principal, and the following individuals, whether living when the Power is executed or later born:

(a) the principal's minor children;

(b) other individuals legally entitled to be supported by the principal;

(2) make periodic payments of child support and other family maintenance required by a court or governmental agency or an agreement to which the principal is a party;

(3) provide living quarters for the individuals described in paragraph (1) by:

(a) purchase, lease, or other contract; or

(b) paying the operating costs, including interest, amortization payments, repairs, improvements, and taxes, for premises owned by the principal or occupied by those individuals;

(4) provide normal domestic help, usual vacations and travel expenses, and funds for shelter, clothing, food, appropriate education, including postsecondary and vocational education, and other current living costs for the individuals described in paragraph (1);

(5) pay expenses for necessary health care and custodial care on behalf of the individuals described in paragraph (1);

(6) continue any provision made by the principal for automobiles or other means of transportation, including registering, licensing, insuring, and replacing them, for the individuals described in paragraph (1);

(7) maintain credit and debit accounts for the convenience of the individuals described in paragraph (1) and open new accounts; and

(8) continue payments incidental to the membership or affiliation of the principal in a religious institution, club, society, order, or other organization or to continue contributions to those organizations.

In addition to the foregoing provision of the statute, authority granted 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 section.

K. BENEFITS FROM GOVERNMENTAL PROGRAMS OR CIVIL OR MILITARY SERVICE as defined in Section 26-1A-214, gives the agent the power to:

(1) execute vouchers in the name of the principal for allowances and reimbursements payable by the United States or a foreign government or by a state or subdivision of a state to the principal, including allowances and reimbursements for transportation of the individuals described in Section 26-1A-213(a)(1), and for shipment of their household effects;

(2) take possession and order the removal and shipment of property of the principal from a post, warehouse, depot, dock, or other place of storage or safekeeping, either governmental or private, and execute and deliver a release, voucher, receipt, bill of lading, shipping ticket, certificate, or other instrument for that purpose;

(3) enroll in, apply for, select, reject, change, amend, or discontinue, on the principal's behalf, a benefit or program;

(4) prepare, file, and maintain a claim, including any appeal, of the principal for a benefit or assistance, financial or otherwise, to which the principal may be entitled under a statute or regulation;

(5) initiate, participate in, submit to alternative dispute resolution, settle, oppose, or propose or accept a compromise with respect to litigation concerning any benefit or assistance the principal may be entitled to receive under a statute or regulation; and

(6) receive the financial proceeds of a claim described in paragraph (4) and conserve, invest, disburse, or use for a lawful purpose anything so received.

In this section, "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, Medicaid, and Veterans Benefits.

L. RETIREMENT PLANS as defined by Section 26-1A-215, gives the agent the power to make elections, including beneficiary designations and terms of distribution for tax and other purposes for:

(1) an individual retirement account under Section 408, 26 U.S.C. Section 408, (hereafter referred to as "Code");

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

In addition to the foregoing provision of the statute, I give my agent the power to:

- (1) select the form and timing of payments under a retirement plan and withdraw benefits from a plan;
- (2) make a rollover, including a direct trustee-to-trustee rollover, of benefits from one retirement plan to another;
- (3) establish a retirement plan in the principal's name;
- (4) make contributions to a retirement plan;
- (5) exercise investment powers available under a retirement plan; and
- (6) borrow from, sell assets to, or purchase assets from a retirement plan.

In this section, "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 Code.

____ M. **TAXES** as defined in Section 26-1A-216, gives the agent the power to:

- (1) prepare, sign, and file federal, state, local, and foreign income, gift, payroll, property, Federal Insurance Contributions Act, and other tax returns, claims for refunds, requests for extension of time, petitions regarding tax matters, and any other tax-related documents, including receipts, offers, waivers, consents, including consents and agreements under Code Section 2032A, as amended, closing agreements, and any power of attorney required by the Internal Revenue Service or other taxing authority with respect to a tax year upon which the statute of limitations has not run and the following 25 tax years;
- (2) pay taxes due, collect refunds, post bonds, receive confidential information, and contest deficiencies determined by the Internal Revenue Service or other taxing authority;
- (3) exercise any election available to the principal under federal, state, local, or foreign tax law; and
- (4) act for the principal in all tax matters for all periods before the Internal Revenue Service, or other taxing authority.
- (5) to prepare, sign, and file joint or separate income tax returns or declarations of estimated tax for any year or years, and extensions; to prepare, sign and file gift tax returns with respect to gifts made by me for any year or years; to consent to any gift and to utilize any tax election as limited by Section N hereof; to prepare, sign, and file any claims for refund of any tax; and to settle any tax disputes;

In addition to the foregoing provision of the statute, my agent shall have the power to execute a power of attorney appointing a representative to act on my behalf before the IRS or any other taxing authority in such form as may be required by the taxing authority in order for information to be available to such representative or for such representative to appear on my behalf in any tax matter.

____ N. **GIFTS** as defined in Section 26-1A-217, gives the agent the power to:

(1) make outright to, or for the benefit of, a person including the agent, a gift of any of the principal's property, including by the exercise of a presently exercisable general power of appointment held by the principal, in an amount per donee not to exceed the annual dollar limits of the federal gift tax exclusion under Code Section 2503(b), without regard to whether the federal gift tax exclusion applies to the gift.

In addition to the foregoing provision of the statute, I give my agent the power to pay my pledges and make such gifts as I have regularly made to charitable organizations described in Section 170(c) of the Code or corresponding provisions of any subsequent federal tax laws to make gifts to or for the benefit of persons, which qualify for the federal gift tax exclusion, described in Section 2503(b) and (e) of the Code, and to make such gifts as would be sheltered by the principal's applicable credit exemption pursuant to Section 2505 of the Code, to or for the benefit of persons.

An agent may make a gift of the principal's property only as the agent determines is consistent with the principal's objectives if actually known by the agent and, if unknown, as the agent determines is consistent with the principal's best interest based on all relevant factors, including:

- (1) the value and nature of the principal's property;
- (2) the principal's foreseeable obligations and need for maintenance;
- (3) minimization of taxes, including income, estate, inheritance, generation skipping transfer, and gift taxes;
- (4) eligibility for a benefit, a program, or assistance under a statute or regulation; and
- (5) the principal's personal history of making or joining in making gifts.

____ O. **ADDITIONAL AUTHORITY** I give my agent the following additional powers:

1. **Mail.** To enter any mail box which I shall have hired, whether at a United States Post Office or elsewhere, and to surrender the box and terminate the lease at his or her discretion; to sign for any certified or registered mail directed to me, and to execute any order required to forward mail to any location selected by my agent.

2. **Qualified Income Trust.** To create, amend, terminate, substitute assets therein and to change trustees in and for any Qualified Income Trust established for my benefit; to irrevocably assign to any Qualified Income Trust created for my benefit any income that shall be paid to me;

3. **Public Benefits and Alabama Family Trusts.** To create an irrevocable trust for my benefit with the Alabama Family Trust, in whatever form my agent should determine, but in accordance with the rules and regulations of the Alabama Family Trust and to fund such trust with all or part of my estate as my agent shall determine to be in my best interest; to apply for any public assistance benefits which may be available to me based on my medical and/or financial needs; to appeal any denial of benefits made in my behalf and to request any fair hearings or administrative hearings and present in my behalf any claims and defense which may be necessary to secure said benefits.

3. GRANT OF SPECIFIC AUTHORITY

(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.)

In addition to the foregoing powers I grant my agent specific the powers incorporated under the act and section numbers by signing here:

Create, amend, revoke, or terminate an inter vivos trust

I grant all of the powers listed below specifically to agents named.

- Create or change rights of survivorship
- Create or change a beneficiary designation
- Authorize another person to exercise the authority granted under this power of attorney
- Waive the principal's right to be a beneficiary of a joint and survivor annuity, including a survivor benefit under a retirement plan
- Exercise fiduciary powers that the principal has authority to delegate
- Make a gift which exceeds the monetary limitations Section 217 of the Uniform Power of Attorney


Evelyn Chavers Rosier (Signature of Principal)

TERMINATION OF AGENT'S AUTHORITY

Agent must stop acting on behalf of the Principal if he/she learns of any event that terminates this power of attorney or authority under this power of attorney. Events that terminate a power of attorney or Agent's authority to act under a power of attorney include:

- (1) death of the Principal;
- (2) the Principal's revocation of the power of attorney or Agent's authority;
- (3) the occurrence of a termination event stated in the power of attorney;
- (4) the purpose of the power of attorney is fully accomplished; or
- (5) if you are married to the Principal, a legal action is filed with a court to end your marriage, or for your legal separation, unless the Special Instructions in this power of attorney state that such an action will not terminate your authority.

4. GENERAL PROVISIONS

A. LIMITATION 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. Except for any special instructions given herein to make gifts, the following shall apply:

- (a) Any power or 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 subject a "general power of appointment" by my Agent as defined in 2041 or 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 life insurance owned by me on the life of my Agent, or any trust created by my Agent as to which I am a Trustee.

B. EXONERATION OF AGENT

This provision in my durable power of attorney relieving an agent of liability for breach of duty is binding on the Principal and the Principal's successors in interest except to the extent the provision:

- (1) relieves the Agent of liability for breach of duty committed dishonestly, with an improper motive, or with reckless indifference to the purposes of the power of attorney or the best interest of the Principal; or
- (2) was inserted as a result of an abuse of a confidential or fiduciary relationship with the Principal.

C. MEDICAL ATTENTION & ACCESS TO ALL RECORDS.

(1) I specifically authorize my agent to provide medical attention and services for me including choice of a physician; choice of a hospital or nursing home or other facility; the unrestricted power to determine upon the advice of a physician whether I am in need of surgery, and at the sole discretion of my agent to authorize or withhold such surgery; and also to provide such other care, comfort, maintenance and support as my agent may determine.

(2) I have this day executed an Advance Directive for Health Care ("Living Will"). If my Living Will or subsequent Living Wills are in effect at any time, I direct that any Living Will supersede any authority granted to my agent under this instrument concerning the matters addressed in my Living Will.

(3) I specifically authorize my agent to request and obtain access to any and all records from whatever source and in whatever form concerning my business, personal matters, health, physical or mental condition, any medications, procedures, surgeries, course of treatment, billing, insurance, and any other information whatsoever regarding any information that may be covered by the Health Insurance Portability and Accountability Act of 1996 (HIPPA), and the regulations thereunder, as the same may be amended from time to time. I further authorize my agent to discuss and negotiate, in person or by telephone, facsimile, electronic mail, letter or any other form of communication on my behalf any issues or other matters whatsoever arising out of any of the information obtained pursuant to the foregoing sentence.

D. SPECIAL INSTRUCTIONS

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

E. EXECUTION AND DELIVERY

The execution and delivery by Agent of any conveyance, paper, deed, instrument or document in my name and behalf shall be conclusive evidence of Agent's approval of the consideration therefore, and of the form and contents thereof, and that Agent deems the execution thereof in my behalf necessary or desirable.

F. DUTIES OF AGENT TO PRINCIPAL.

My agent shall have the following duties to me:

1. Not to act except as authorized;
2. Not to co-mingle my resources with his or her personal resources;
3. To keep and render an accounting to me or my representatives, such as CPA, investment advisors and attorneys.

G. NOMINATION OF SUCCESSOR AGENT.

In the event that no agent named hereunder is able to act, I hereby authorize the last current agent to appoint a successor agent for me. Such appointment shall be in writing, dated and executed as provided for my signature in this instrument and delivered to me. The successor agent shall be my "agent" for all purposes set forth in this instrument.

H. NOMINATION OF CONSERVATOR OR GUARDIAN.

If it becomes necessary for a court to appoint a conservator or guardian of my estate or guardian of my person, I nominate my agent to serve in both capacities.

I. AGENT'S COMPENSATION

Agent shall be entitled to reimbursement for all reasonable costs and expenses incurred on behalf of the Principal and to compensation that is reasonable under the circumstances.

J. POWER NOT AFFECTED BY TIME OR INCAPACITY

This power of attorney shall not expire or become stale upon the passage of time, but is intended to continue in force until revoked by Principal. If a guardian or conservator should be appointed with authority to deal with my property, the power granted to my Agent under this instrument shall

terminate. This power of attorney shall not be affected by subsequent disability, incompetence, or incapacity.

K. 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.

L. REVOCATION

Principal may revoke this Durable Power of Attorney at any time by written instrument delivered to Agent. The guardian or curator of Principal may revoke this instrument by written instrument delivered to Agent.

M. USE OF PHOTOGRAPHIC, EMAILED OR SCANNED COPY

I hereby authorize the use of a photographic or scanned copy or copy sent by electronic mail of this power of attorney, in lieu of the original document executed by me, for the purpose of effectuating the terms and provisions hereof.

SIGNATURE

IN WITNESS WHEREOF, I, Evelyn Chavers Rosier, the principal, have executed this Durable Power of Attorney.

Signature of Principal Evelyn Rosier

Today's Date 7/17/2017

Principal's Name Printed

Evelyn Chavers Rosier

Principal's Address

1927 Chandalar Court

Pelham, Alabama 35124

Date of Birth:

11/14/1934

Principal's Telephone Number

205-903-0975

Social Security Number


422-46-8193

STATE OF ALABAMA
COUNTY OF SHELBY

ACKNOWLEDGMENT

Before me, the undersigned Notary Public in and for said County in said State, personally appeared **Evelyn Chavers Rosier**, 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 document, he/she executed the same voluntarily or had an individual directed by the principal and in his/her conscious presence execute the same voluntarily on behalf of the principal, on the day the same bears date.

Given under my hand and official seal of office this the 17 day of July, 2017.



Notary Public

(Seal)

My Commission Expires: 8/18/2018

IMPORTANT INFORMATION FOR AGENT

Agent's Duties

When you accept the authority granted under this power of attorney, a special legal relationship is created between you and the principal. This relationship imposes upon you legal duties that continue until you resign or the power of attorney is terminated or revoked. You must:

- (1) do what you know the principal reasonably expects you to do with the principal's property or, if you do not know the principal's expectations, act in the principal's best interest;
- (2) act in good faith;
- (3) do nothing beyond the authority granted in this power of attorney; and
- (4) disclose your identity as an Agent whenever you act for the principal by writing or printing the name of the principal and signing your own name as "Agent" in the following manner:
(Sign Principal's Name) by (Your Signature) as Agent

Unless the Special Instructions in this power of attorney state otherwise, you must also:

- (1) act loyally for the principal's benefit;
- (2) avoid conflicts that would impair your ability to act in the principal's best interest;
- (3) act with care, competence, and diligence;
- (4) keep a record of all receipts, disbursements, and transactions made on behalf of the principal;
- (5) cooperate with any person that has authority to make health-care decisions for the principal to do what you know the principal reasonably expects or, if you do not know the principal's expectations, to act in the principal's best interest; and
- (6) attempt to preserve the principal's estate plan if you know the plan and preserving the plan is consistent with the principal's best interest.

Termination of Agent's Authority

You must stop acting on behalf of the principal if you learn of any event that terminates this power of attorney or your authority under this power of attorney. Events that terminate a power of attorney or your authority to act under a power of attorney include:

- (1) death of the principal;
- (2) the principal's revocation of the power of attorney or your authority;
- (3) the occurrence of a termination event stated in the power of attorney;
- (4) the purpose of the power of attorney is fully accomplished; or
- (5) if you are married to the principal, a legal action is filed with a court to end your marriage, or for your legal separation, unless the Special Instructions in this power of attorney state that such an action will not terminate your authority.

Liability of Agent

The meaning of the authority granted to you is defined in the Alabama Uniform Power of Attorney Act. If you violate the Alabama Uniform Power of Attorney Act or act outside the authority granted, you may be liable for any damages caused by your violation.

If there is anything about this document or your duties that you do not understand, you should seek legal advice

**AGENT'S CERTIFICATION AS TO THE
VALIDITY OF THE POWER OF ATTORNEY AND AGENT'S AUTHORITY**

STATE OF Alabama
COUNTY OF Shelby

I, Sharon Terry Bush, certify under penalty of perjury that Evelyn Chavers Rosier granted me authority as an Agent or Successor Agent in a Power of Attorney dated the

_____.

I further certify that to my knowledge:

1. The Principal is alive and has not revoked the Power of Attorney or my authority to act under the Power of Attorney and the Power of Attorney and my authority to act under the Power of Attorney has not been terminated;
2. If the Power of Attorney was drafted to become effective upon the happening of an event contingency, the event or contingency has occurred;

DONE this the 17 day of July, 2017.

Sharon Terry Bush
Sharon Terry Bush, Agent

STATE OF Alabama
Shelby COUNTY

ACKNOWLEDGEMENT

Before me, the undersigned Notary Public in and for said County and State, personally appeared, Sharon Terry Bush, Agent, 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 document, he/she executed the same voluntarily, on the day the same bears date.

Given under my hand and official seal of office this the 17 day of July, 2017.

Michael G. Cobb
Notary Public

(Seal)

My Commission Expires: 6/18/2018



Filed and Recorded
Official Public Records
Judge of Probate, Shelby County Alabama, County
Clerk
Shelby County, AL
03/12/2019 08:32:47 AM
\$63.00 CHERRY
20190312000078410

Allen S. Bayl