

**SPRINGING
GENERAL DURABLE POWER OF ATTORNEY**

Clerk: MORRISL

CAROLINE R. JOHNSON

I, CAROLINE R. JOHNSON, the "principal," residing at 225 Meadow Croft Circle, Birmingham, AL 35242, whose telephone number is [REDACTED], hereby designates CHRISTINA MAJOR, residing at 225 Meadow Croft Circle, Birmingham, AL 35242, whose telephone number is [REDACTED] as my agent ("agent"). Should CHRISTINA MAJOR be unwilling or unable to serve as my agent, I designate the following person as my successor agent:

Successor Agent: RENEE PAMELA OWEN PRICE, residing at 116 Pebble Drive, Glasgow, KY 42141, whose telephone number is [REDACTED]

Anyone serving as agent or successor agent hereunder, whether one or more, shall be referred to as "agent" herein and have all the rights, powers and obligations of "agent" for all purposes when so serving.

I hereby revoke any prior existing powers of attorney.

I. 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) whether or not I am able to act for myself. The meaning of authority over subjects listed on this form is explained in the Alabama Uniform Power of Attorney Act, Chapter 1A, Title 26, Code of Alabama 1975, as may be amended from time to time, where so defined, and otherwise in the statutory and case law of Alabama.

This power of attorney does not authorize the agent to make health care decisions for me unless specifically so provided.

I have selected people whom I trust to serve as my agent. Unless I have specified otherwise in the **Special Instructions**, generally the agent's authority will continue until I die or revoke the power of attorney or the agent resigns or is unable to act for me.

My agent is entitled to reimbursement of reasonable expenses and reasonable compensation unless I have stated otherwise in the **Special Instructions**.

If my agent is unable or unwilling to act for me, my power of attorney will end unless I have named a successor agent who is willing to act for me.

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

II. MY PURPOSE.


I intend this to be a general power of attorney. I shall specify certain acts which my agent is authorized to do in my behalf, but this is not intended to limit the generality of this power. I intend that my agent shall have the power to exercise or perform any act, power, duty, right, or obligation whatsoever that I now have, or may hereafter acquire the legal right, power, or capacity to exercise

or perform, in connection with, arising from, or relating to any person, item, transaction, thing, business, property, real or personal, tangible or intangible, or matter whatsoever unless I have specifically not granted authority as to such acts or subjects.

III. 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 hereby grant authority over all of the subjects enumerated in this Section by SIGNING here:


CAROLINE R. JOHNSON, Principal

OR

I hereby grant specific authority over less than all subjects enumerated in this Section by placing my INITIALS by each subject I **want to include** in the agent's 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;

2. sell; exchange; convey with or without covenants, representations, or warranties; quitclaim; release; surrender; retain title for security; encumber; partition; consent to partitioning; subject to an easement or covenant; subdivide; apply for zoning or other governmental permits; plat or consent to platting; develop; grant an option concerning; lease; 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 iPads, 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 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. initiate, participate in, submit to alternative dispute resolution, settle, oppose, or propose or accept a compromise with respect to litigation to remove, substitute, or surcharge a fiduciary;
6. conserve, invest, disburse, or use anything received for an authorized purpose;
7. 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;
8. reject, renounce, disclaim, release, or consent to a reduction in or modification of a share in or payment from the fund; and
9. delegate authority granted under the power of attorney.

BUT NOT

1. 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; or
2. create and change rights of survivorship and beneficiary designations.

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;

4. act for the principal in all tax matters for all periods before the Internal Revenue Service, or other taxing authority; and

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; and

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.

4. **Digital Media.** To access any and all of digital media, including but not limited to, social media accounts such as Facebook, Twitter, LinkedIn, any and all data and photo archiving sites, blogs and websites of mine whether I am maintaining such accounts in my individual name, through a pseudonym or anonymously.

IV. GRANT OF SPECIFIC AUTHORITY.

In addition to the authority enumerated above in Section III which consists of the powers set forth in the Alabama Uniform Power of Attorney Act, Chapter 1A, Title 26, Code of Alabama 1975 ("Power of Attorney Act"), this Section addresses powers which are separate from the limited list of powers contained in the Power of Attorney Act.

By SIGNING here, my agent **MAY NOT** do any of the specific acts on my behalf which are listed below in this Section:


CAROLINE R. JOHNSON

I hereby grant specific authority over the subjects enumerated below in this Section by placing my INITIALS by each subject I WANT to include in the agent's 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. INITIAL the specific authority you WANT to give your agent.)

- _____ 1. Create, amend, revoke, or terminate an inter vivos trust, by trust or applicable law;
- _____ 2. Make a gift which exceeds the monetary limitations of Sections 26-1A-217 of the Alabama Uniform Power of Attorney Act, but subject to any special instructions in this power of attorney;
- _____ 3. Create or change rights of survivorship;
- _____ 4. Create or change a beneficiary designation;
- _____ 5. Authorize another person to exercise the authority granted under this power of attorney;
- _____ 6. Waive the principal's right to be beneficiary of a joint and survivor annuity, including a survivor benefit under a retirement plan; or
- _____ 7. Exercise fiduciary powers that the principal has authority to delegate.

V. GENERAL PROVISIONS.

A. THIRD-PARTY RELIANCE. To induce any third party to act hereunder, I hereby agree that any third party receiving a duly executed copy or facsimile of this instrument may act hereunder, and that revocation or termination hereof shall be ineffective as to such third party unless and until actual notice or knowledge of such revocation or termination shall have been received by such third party and I for myself, and for my heirs, personal representatives, successors and assigns, hereby agree to indemnify and hold harmless any such third party from and against any

and all claims that may arise against such third party by reason of such third party having relied on the provisions of this instrument.

B. 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 (HIPAA), 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.

C. LIMITATIONS. Any authority granted to my agent in this instrument shall be limited so as to prevent this Power from causing my 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 that term is defined in Section 2041 of the Code.

D. POWER NOT AFFECTED BY TIME OR INCAPACITY. This Power shall not expire or become stale upon the passage of time but is intended to continue in force until revoked by me. If a guardian or conservator should be appointed with authority to deal with my property, the power granted to my attorney in fact under this instrument shall terminate. This Power shall not be affected by subsequent disability, incompetence, or incapacity.

E. USE OF PHOTOGRAPHIC, E-MAILED OR SCANNED COPY. I hereby authorize the use of a photographic or scanned copy or copy sent by electronic mail of this Power, in lieu of the original document executed by me, for the purpose of effectuating the terms and provisions hereof.

F. DUTIES OF AGENT TO PRINCIPAL. My agent shall owe 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;
- and
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. **RELIANCE ON THIS POWER OF ATTORNEY.** Any person, including my agent, may rely upon the validity of this Power or a copy of it unless that person knows it has terminated or is invalid.

J. **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 Authority. Except for any **Special Instructions** given herein to the agent to make gifts, the following shall apply:

i. Any power or authority granted to my 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 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.

ii. 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 Trustee.

VI. SPECIAL INSTRUCTIONS.

I may give special instructions on the following lines. For my protection, if there are no special instructions I have written NONE in this Section.

None

VII. DETERMINATION OF DISABILITY.

This Springing General Durable Power of Attorney shall not be affected by my subsequent disability or incompetency; and shall not be effective until I am "Disabled." For purposes of the introductory paragraph of this power of attorney and this Paragraph 6, "Disabled" or "Disability" shall mean that because of illness, injury, incapacity or incompetency I am unable to make decisions on my own behalf, or that my decision-making ability is impaired to the extent that I cannot make prudent decisions. Letters from two separate physicians shall determine if I am "Disabled" and shall set forth in writing his or her determination of Disability, which shall be appended hereto in order for my agent to provide evidence of his or her authority to act on my behalf hereunder. My physicians shall have no liability to me or my agents, heirs, personal representatives or assigns, for any action taken pursuant to this paragraph. I indemnify each of my physicians from any liability to any third parties for having acted in accordance with this paragraph.

Upon each of my physicians providing the written determination, the right of my agent to act hereunder shall continue until a subsequent written determination from each of my physicians indicate that such Disability is relieved.

VIII. AUTHORIZATION OF MY AGENT TO ACT.


Upon receipt of the written determination, my agent shall be authorized to act hereunder until a subsequent written determination from the Committee is attached hereto indicating that such Disability is relieved.

SIGNATURE AND ACKNOWLEDGEMENT

April 22nd, 2019
Date

Caroline R. Johnson
CAROLINE R. JOHNSON
225 Meadow Croft Circle
Birmingham, AL 35242
[REDACTED]

{ACKNOWLEDGEMENT ON THE FOLLOWING PAGE}


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ACKNOWLEDGEMENT

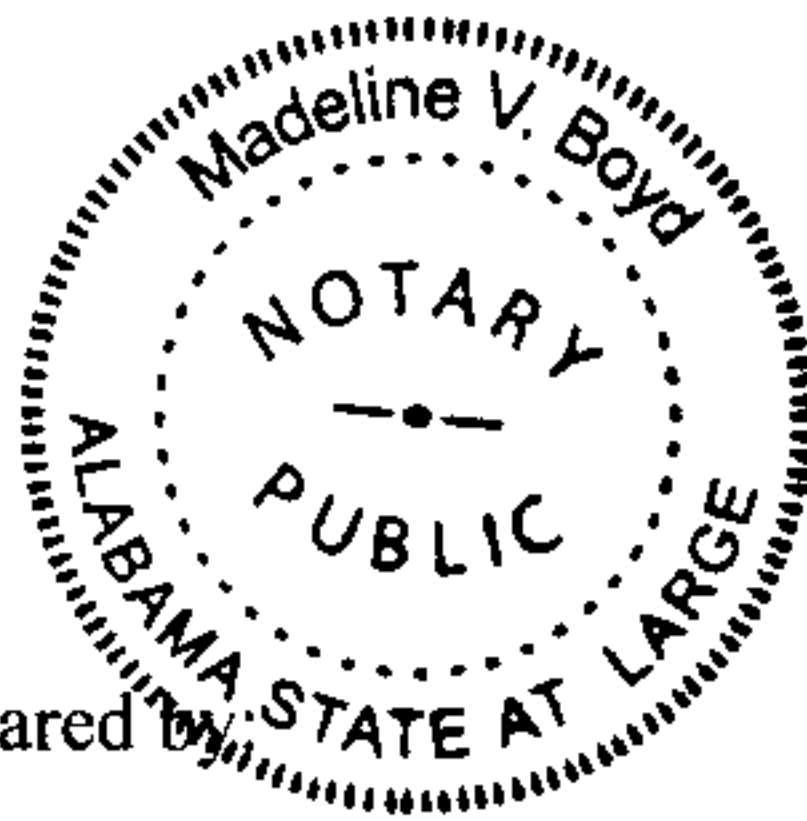
STATE OF ALABAMA)

COUNTY OF SHELBY)

I, Madeline V. Boyd, Notary of Public, in and for the County in this State, hereby certify that CAROLINE R. JOHNSON, whose name is signed to the foregoing document, and who is known to me, acknowledged before me on this day that, being informed of the contents of the document, such individual executed the same voluntarily, or had an individual directed by the principal and in his or her conscious presence execute the same voluntarily on behalf of the principal, on the day the same bears date.

Given under my hand this 22 day of April, 2019.

{SEAL}



Madeline V. Boyd

Notary Signature

MADELINE V. BOYD
NOTARY PUBLIC

My commission expires ALABAMA STATE AT LARGE
COMMISSION EXPIRES 11-28-2022

This document was prepared by
Anne R. Moses, Esq.
Moses & Moses, P.C.
300 Cahaba Park Circle, Suite 100
Birmingham, AL 35242
(205) 967-0901
anne@mosespc.com

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IMPORTANT INFORMATION FOR AGENT

I. AGENT'S DUTIES

A. This is a Springing General Durable Power of Attorney ("Power"). You are not authorized to act until the principal has been determined to be Disabled as provided in Section 6 of the Power.

B. When you accept the authority granted under this Power, 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 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;
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: "*Caroline R. Johnson by Christina Major as agent*";
5. not co-mingle your resources with the principal's personal resources.

C. Unless the Special Authority in this Power states 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 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 or 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.

II. LIMITATIONS ON AGENT'S AUTHORITY

An agent that is not my ancestor, 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 Authority.

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

1. Any power or authority granted to my agent herein shall be limited so as to prevent this Power from causing any agent to be taxed on my income or from 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.

2. 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 Trustee.

III. LIABILITY OF AGENT.

1. The meaning of the authority granted to you is defined in the Alabama Uniform Power of Attorney Act, Chapter 1A, Title 26, Code of Alabama 1975. If you violate the Alabama Uniform Power of Attorney Act, Chapter 1A, Title 26, Code of Alabama 1975, or act outside the authority granted, you may be liable for any damages caused by your violation.

2. If an agent who has "accepted" appointment and has actual knowledge of a breach or imminent breach by another agent, fails to notify the principal, or, if the principal is incapacitated, fails to take action to safeguard the principal's best interest, the agent is liable for reasonably foreseeable damages that could have been avoided had the agent provided required notification.

3. An agent's "acceptance" of appointment hereunder occurs upon the exercise of authorities, performance of duties, or any other assertion or conduct indicating acceptance.

4. An agent is not required to disclose receipts, disbursements or transactions unless ordered by a court, the principal, the principal's fiduciary, instructions to do so contained in the Power of Attorney, or a governmental agency with authority to protect the welfare of the principal. The agent shall comply with the request within 30 days or provide in writing as to why additional time is needed and shall comply with the request with an additional 30 days.

IV. 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 or your authority;
3. the occurrence of a termination event stated in the Power;
4. the purpose of the Power is fully accomplished; or
5. if you are married to the principal, a legal action is filed with a court to end our marriage, or for your legal separation, unless the Special Authority in this Power states that such an action will not terminate your authority.

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

I, CHRISTINA MAJOR, certify under penalty of perjury that CAROLINE R. JOHNSON granted me authority as an agent or successor agent in a Power of Attorney dated _____.

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 under the Power of Attorney have not terminated;
2. if the Power of Attorney was drafted to become effective upon the happening of an event or contingency, the event or contingency has occurred; and
3. if I was named as successor agent, the prior agent is no longer able or willing to serve.

Date: _____

CHRISTINA MAJOR
225 Meadow Croft Circle
Birmingham, AL 35242
Telephone: _____

STATE OF _____)

COUNTY OF _____)


I, _____, Notary of Public, in and for the County in this State, hereby certify that CHRISTINA MAJOR, whose name is signed to the foregoing document, and who is known to me, acknowledged before me on this day that, being informed of the contents of the document, such individual executed the same voluntarily, on the day the same bears date.

Given under my hand this _____ day of _____, 20____.

{SEAL}

Notary Signature

My commission expires: _____


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Shelby Cnty Judge of Probate: AL
05/01/2019 11:25:19 AM FILED/CERT

IMPORTANT INFORMATION FOR AGENT

I. AGENT'S DUTIES.

A. This is a Springing General Durable Power of Attorney ("Power"). You are not authorized to act until the principal has been determined to be Disabled as provided in Section 6 of the Power.

B. When you accept the authority granted under this Power, 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 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;
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: "CAROLINE R. JOHNSON *by RENEE PAMELA OWEN PRICE as agent*";
5. not co-mingle your resources with the principal's personal resources.

C. Unless the Special Authority in this Power states 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 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 or 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.

II. LIMITATIONS ON AGENT'S AUTHORITY.

An agent that is not my ancestor, 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 Authority.



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

1. Any power or authority granted to my agent herein shall be limited so as to prevent this Power from causing any agent to be taxed on my income or from 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.

2. 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 Trustee.

III. LIABILITY OF AGENT.

1. The meaning of the authority granted to you is defined in the Alabama Uniform Power of Attorney Act, Chapter 1A, Title 26, Code of Alabama 1975. If you violate the Alabama Uniform Power of Attorney Act, Chapter 1A, Title 26, Code of Alabama 1975, or act outside the authority granted, you may be liable for any damages caused by your violation.

2. If an agent who has "accepted" appointment and has actual knowledge of a breach or imminent breach by another agent, fails to notify the principal, or, if the principal is incapacitated, fails to take action to safeguard the principal's best interest, the agent is liable for reasonably foreseeable damages that could have been avoided had the agent provided required notification.

3. An agent's "acceptance" of appointment hereunder occurs upon the exercise of authorities, performance of duties, or any other assertion or conduct indicating acceptance.

4. An agent is not required to disclose receipts, disbursements or transactions unless ordered by a court, the principal, the principal's fiduciary, instructions to do so contained in the Power of Attorney, or a governmental agency with authority to protect the welfare of the principal. The agent shall comply with the request within 30 days or provide in writing as to why additional time is needed and shall comply with the request with an additional 30 days.

IV. 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 or your authority;
3. the occurrence of a termination event stated in the Power;
4. the purpose of the Power is fully accomplished; or
5. if you are married to the principal, a legal action is filed with a court to end our marriage, or for your legal separation, unless the Special Authority in this Power states that such an action will not terminate your authority.

[**NOTE: THESE NEXT PAGES ARE TO BE SIGNED ONLY IF THE PRIOR AGENT IS UNABLE TO ACT**]

IMPORTANT INFORMATION FOR AGENT

I, RENEE PAMELA OWEN PRICE, certify under penalty of perjury that CAROLINE R. JOHNSON granted me authority as an agent or successor agent in a Power of Attorney dated _____.

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 under the Power of Attorney have not terminated;
2. if the Power of Attorney was drafted to become effective upon the happening of an event or contingency, the event or contingency has occurred; and
3. if I was named as successor agent, the prior agent is no longer able or willing to serve.

Date: _____

RENEE PAMELA OWEN PRICE
116 Pebble Drive
Glasgow, KY 42141

STATE OF _____)

COUNTY OF _____)


I, _____, Notary of Public, in and for the County in this State, hereby certify that RENEE PAMELA OWEN PRICE, whose name is signed to the foregoing document, and who is known to me, acknowledged before me on this day that, being informed of the contents of the document, such individual executed the same voluntarily, on the day the same bears date.

Given under my hand this ____ day of _____, 20____.

{SEAL}

Notary Signature

My commission expires: _____


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