

# DURABLE POWER OF ATTORNEY

## State of Alabama

I, **WILLIAM ABELL, III**, of 243 Waterford Cove Trail, Calera, Alabama County, Alabama 35040, do, by this writing create and appoint Laura Abell, as my lawful attorney-in-fact and agent under this Durable Power of Attorney. References in this document to "the Principal" refer to me; references in this document to "the Agent" refer to Laura Abell.

If Laura Abell is unable or unwilling to act or resigns as my Agent, or if I revoke the appointment, then I appoint Anthony Abell as successor Agent under this Durable Power of Attorney with the same powers and authorities. References in this document to "the Agent" refers to whomever of my Agents, initial and successor, is then acting.

Any specific authority the Principal has granted to the Agent in this Durable Power of Attorney to create an interest in the Principal's property, whether by gift, right of survivorship, beneficiary designation, disclaimer, or otherwise, so as to benefit the Agent or to benefit an individual to whom the Agent may owe a legal duty of support, may be exercised by the Agent even though the Agent then acting may not be a spouse, an ancestor, or a descendant of the Principal.

### **Nomination of Fiduciary in Event of Protective Proceedings**

In the event that protective proceedings are begun for my estate or person, I nominate Laura S Abell for consideration of the court in making the appointment of any conservator of my estate, and I nominate Laura S Abell for consideration of the court in making the appointment of any guardian of my person. I understand that the court, in making its appointments, will follow my nomination except for good cause shown or disqualification of the nominee.

### **Effectiveness**

This Durable Power of Attorney appointment is to be effective immediately upon its execution.

### **Applicable Law**

The meaning and effect of the powers and authorities given in this Durable Power of Attorney shall be determined by the laws of the state of Alabama.

### **Durability and Termination**

This Durable Power of Attorney shall not be affected by disability, incompetency, or incapacity of the Principal. It terminates only upon the Principal's death, express revocation by the Principal, or, if there is no other Agent to act, upon the incapacity, resignation or death of the named Agent. The authority of an individual named as Agent terminates when the Principal revokes that authority, or when the individual resigns or becomes incapacitated or dies. I understand that under Alabama law,

if an individual named as Agent is the Principal's spouse, the subsequent filing of an action for dissolution or annulment of the marriage with Principal or for legal separation will terminate that Agent's authority; I have named my spouse as an Agent and if an action is filed for dissolution or annulment of the marriage or legal separation, then my spouse's agency shall not terminate.

### **General Plenary Grant of Authority**

I, as the Principal, grant my Agent full power to act in my place and behalf, and authorize my Agent to care for, manage, control, and handle all of my business, financial, property, and personal affairs as fully and completely as though I myself were acting.

### **Non-Exclusive Enumeration of Powers and Authorities Granted**

This Durable Power of Attorney specifically includes, without any limitation on the general powers and authorities stated in the preceding paragraph, the power and authority to do or perform for the Principal, any and all of the following:

#### **Real Property**

(1) To 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) To 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;

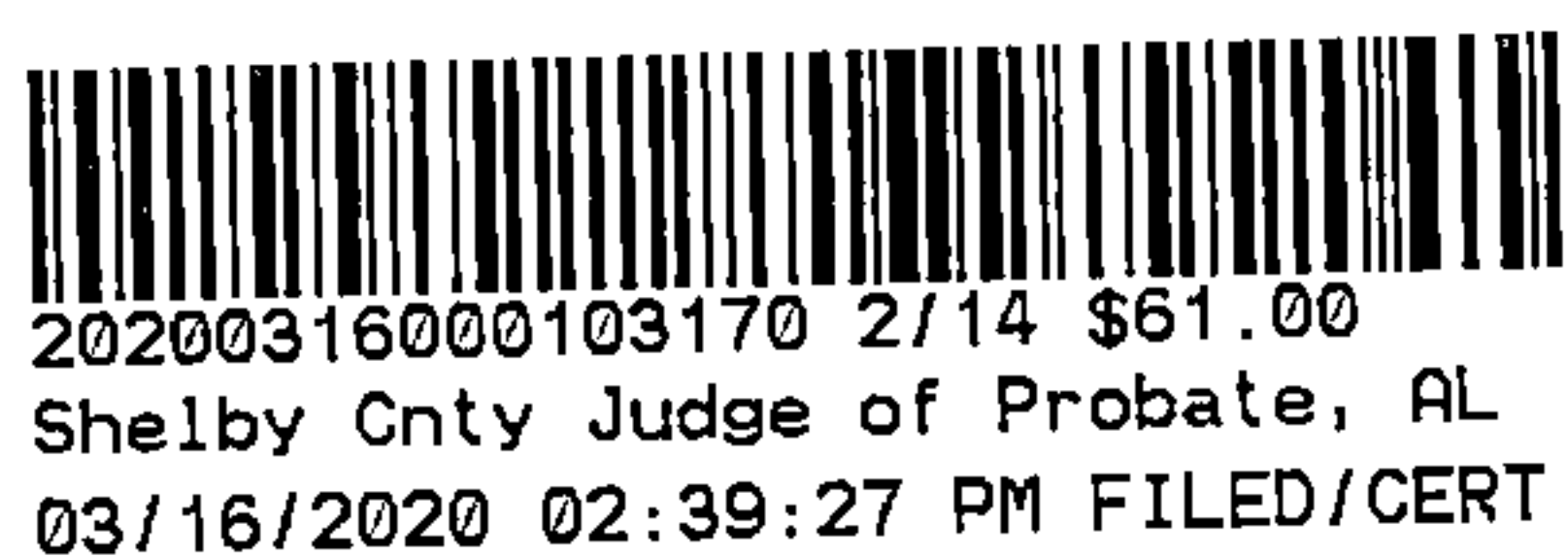
(3) To pledge or mortgage an interest in real property or right incident to real property as security to borrow money or pay, renew, or extend the time of payment of a debt of the Principal or a debt guaranteed by the Principal;

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

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

### **Tangible Personal Property**

(1) To 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) To 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) To 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) To 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) To 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) To change the form of title of an interest in tangible personal property.

### **Stocks and Bonds**

(1) To buy, sell, and exchange stocks and bonds;

(2) To establish, continue, modify, or terminate an account with respect to stocks and bonds;

(3) To pledge stocks and bonds as security to borrow, pay, renew, or extend the time of payment of a debt of the Principal;

(4) To receive certificates and other evidences of ownership with respect to stocks and bonds; and

(5) To 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.

### **Commodities and Options**

(1) To 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) To establish, continue, modify, and terminate option accounts.

### **Banks and Other Financial Institutions**

(1) To continue, modify, and terminate an account or other banking arrangement made by or on behalf of the Principal;

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

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

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

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

### **Operation of Entity or Business**

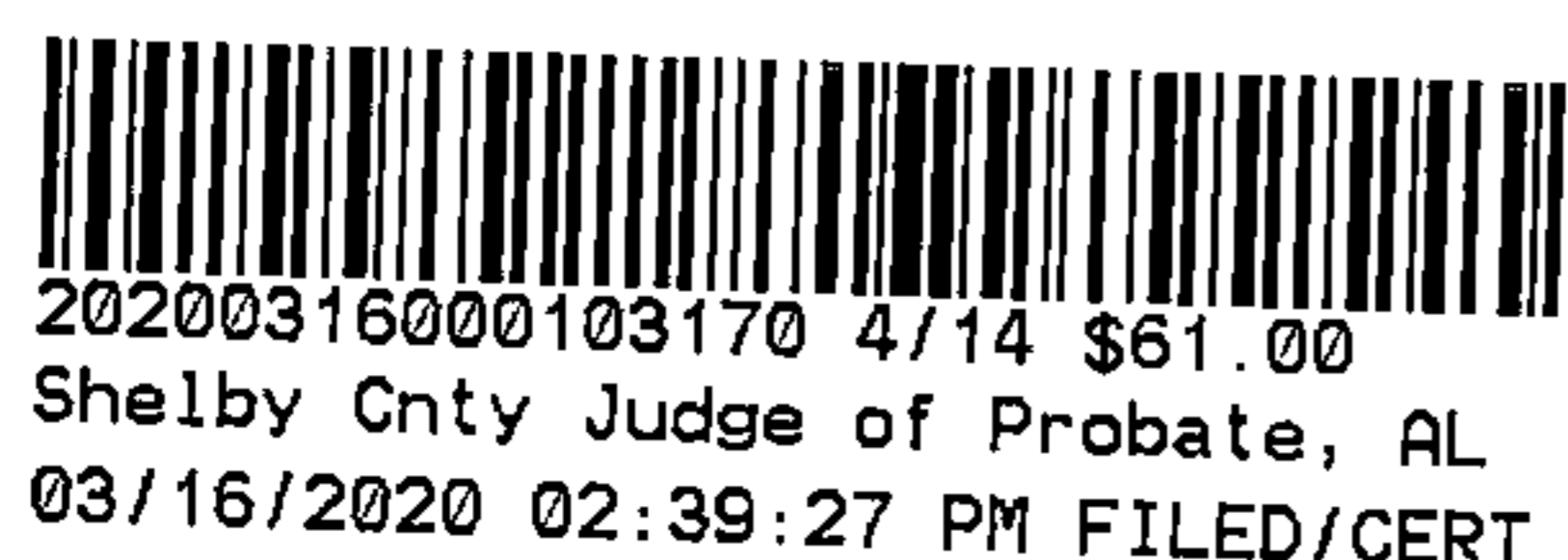
(1) To operate, buy, sell, enlarge, reduce, or terminate an ownership interest;

(2) To 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) To enforce the terms of an ownership agreement;

(4) To 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) To 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) To 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 to: (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 Durable 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) To put additional capital into an entity or business in which the Principal has an interest;

(9) To join in a plan of reorganization, consolidation, conversion, domestication, or merger of the entity or business;

(10) To sell or liquidate all or part of an entity or business;

(11) To establish the value of an entity or business under a buy-out agreement to which the Principal is a party;

(12) To 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) To 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 Durable Power of Attorney.

#### **Insurance and Annuities**

(1) To 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) To procure new, different, and additional contracts of insurance and annuities for the Principal and the Principal's spouse, children, and other dependents, and select the amount, type of insurance or annuity, and mode of payment;

(3) To 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) To apply for and receive a loan secured by a contract of insurance or annuity;

- (5) To surrender and receive the cash surrender value on a contract of insurance or annuity;
- (6) To exercise an election;
- (7) To exercise investment powers available under a contract of insurance or annuity;
- (8) To change the manner of paying premiums on a contract of insurance or annuity;
- (9) To 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) To 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) To collect, sell, assign, hypothecate, borrow against, or pledge the interest of the Principal in a contract of insurance or annuity;
- (12) To select the form and timing of the payment of proceeds from a contract of insurance or annuity; and
- (13) To 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.

#### **Estates, Trusts and Other Beneficial Interests**

In this section, "estate, trust, or other beneficial interest" 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.

- (1) To accept, receive, receipt for, sell, assign, pledge, or exchange a share in or payment from an estate, trust, or other beneficial interest;
- (2) To demand or obtain money or another thing of value to which the Principal is, may become, or claims to be, entitled by reason of an estate, trust, or other beneficial interest, by litigation or otherwise;
- (3) To exercise for the benefit of the Principal a presently exercisable general power of appointment held by the Principal;
- (4) To 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) To 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) To conserve, invest, disburse, or use anything received for an authorized purpose;
- (7) To 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; and



(8) To reject, renounce, disclaim, release, or consent to a reduction in or modification of a share in or payment from an estate, trust, or other beneficial interest.

### **Claims and Litigation**

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

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

(6) To 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;

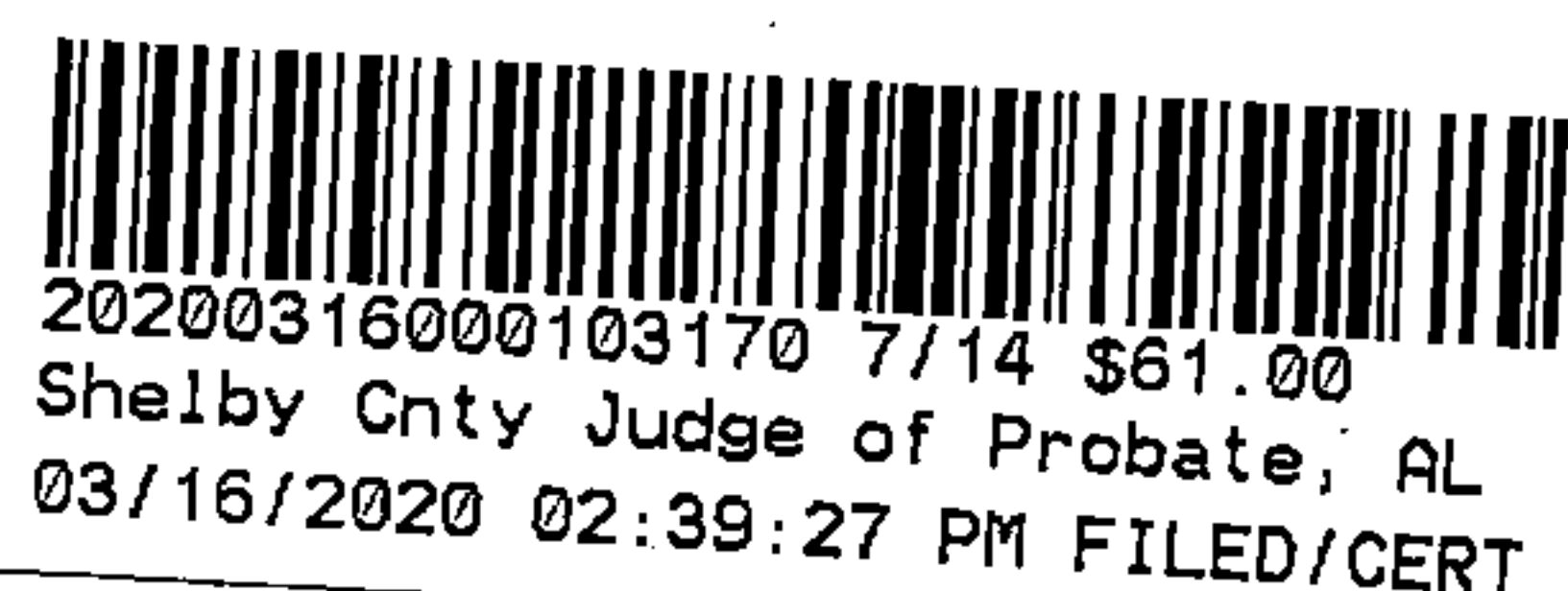
(7) To act for the Principal with respect to bankruptcy or insolvency, whether voluntary or involuntary, concerning the Principal or some other person, or with respect to a reorganization, receivership, or application for the appointment of a receiver or trustee which affects an interest of the Principal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

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

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

### **Personal and Family Maintenance**

(1) To perform the acts necessary to maintain the customary standard of living of the Principal, the Principal's spouse, and the following individuals, whether living when the Durable Power of Attorney is executed or later born: (A) the Principal's children; (B) other individuals legally entitled to be supported by the Principal; and (C) the individuals whom the Principal has customarily supported or indicated the intent to support;



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

(6) To act as the Principal's personal representative pursuant to the Health Insurance Portability and Accountability Act, Sections 1171 through 1179 of the Social Security Act, 42 U.S.C. Section 1320d, [as amended,] and applicable regulations, in making decisions related to the past, present, or future payment for the provision of health care consented to by the Principal or anyone authorized under the law of this state to consent to health care on behalf of the Principal;

(7) To 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);

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

(9) To 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.

Authority with respect to personal and family maintenance is neither dependent upon, nor limited by, authority that an Agent may or may not have with respect to gifts under this Durable Power of Attorney.

#### **Benefits from Governmental Programs or Civil or Military Service**

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, without limitation, Social Security, Medicare, Veterans Assistance, and Medicaid.

(1) To 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 "Family and Personal Maintenance" Section (1), and for shipment of their household effects;

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

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

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

### **Retirement Plans**

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 following sections of the Internal Revenue Code: (1) an individual retirement account under Internal Revenue Code Section 408, 26 U.S.C. Section 408 [as amended]; (2) a Roth individual retirement account under Internal Revenue Code Section 408A, 26 U.S.C. Section 408A [as amended]; (3) a deemed individual retirement account under Internal Revenue Code Section 408(q), 26 U.S.C. Section 408(q) [as amended]; (4) an annuity or mutual fund custodial account under Internal Revenue Code Section 403(b), 26 U.S.C. Section 403(b) [as amended]; (5) a pension, profit-sharing, stock bonus, or other retirement plan qualified under Internal Revenue Code Section 401(a), 26 U.S.C. Section 401(a) [as amended]; (6) a plan under Internal Revenue Code Section 457(b), 26 U.S.C. Section 457(b) [as amended]; and (7) a nonqualified deferred compensation plan under Internal Revenue Code Section 409A, 26 U.S.C. Section 409A [as amended].

(1) To select the form and timing of payments under a retirement plan and withdraw benefits from a plan;

(2) To make a rollover, including a direct trustee-to-trustee rollover, of benefits from one retirement plan to another;

(3) To establish a retirement plan in the Principal's name;

(4) To make contributions to a retirement plan;

(5) To exercise investment powers available under a retirement plan; and

(6) To borrow from, sell assets to, or purchase assets from a retirement plan.

### **Taxes**

(1) To 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 Internal Revenue Code Section 2032A, 26 U.S.C. 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) To pay taxes due, collect refunds, post bonds, receive confidential information, and contest deficiencies determined by the Internal Revenue Service or other taxing authority;

(3) To exercise any election available to the Principal under federal, state, local, or foreign tax law; and

(4) To act for the Principal in all tax matters for all periods before the Internal Revenue Service, or other taxing authority.

### **Gifts**

In this section, a gift "for the benefit of" a person includes a gift to a trust, an account under the Uniform Transfers to Minors Act, and a tuition savings account or prepaid tuition plan as defined under Internal Revenue Code Section 529, 26 U.S.C. Section 529 [as amended].

(1) To make outright to, or for the benefit of, a person, 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 Internal Revenue Code Section 2503(b), 26 U.S.C. Section 2503(b), [as amended,] without regard to whether the federal gift tax exclusion applies to the gift, or if the Principal's spouse agrees to consent to a split gift pursuant to Internal Revenue Code Section 2513, 26 U.S.C. 2513, [as amended,] in an amount per donee not to exceed twice the annual federal gift tax exclusion limit; and

(2) To consent, pursuant to Internal Revenue Code Section 2513, 26 U.S.C. Section 2513, [as amended,] to the splitting of a gift made by the Principal's spouse in an amount per donee not to exceed the aggregate annual gift tax exclusions for both spouses.

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.

### **Medicaid**

To establish any trust necessary to aid in the qualification for medical assistance benefits or assistance for nursing home care for the Principal, including specifically a qualified income trust as provided in 42 U.S.C. §1396p, and to transfer title of any of the Principal's property to the trustee of any such trust, so long as the assets can only be used as permitted under 42 U.S.C. §1396p and the requirements of any applicable state medical assistance program. This authority as to such trusts may be exercised whether the trusts are revocable or irrevocable.



### **Election & Waiver of Spousal Rights**

To exercise, withdraw, or waive any right of election available to a surviving spouse under any elective share, dower, or similar statute, and to waive the principal's right to be a beneficiary of a joint and survivor annuity, including a survivor benefit under a retirement plan.

### **Self-Gifting**

Make gifts of the Principal's property to my Agent or to persons to whom my Agent may owe an obligation of support, but not in excess of the monetary limitations stated in Section 26-1A-217 of the Alabama Uniform Power of Attorney Act.

### **Trust Creation and Amendment**

To create, amend, revoke, or terminate revocable trusts made solely for the Principal's benefit or for the benefit of the Principal's dependents, and to transfer to or from such trusts the Principal's or any other property.

### **Survivorship Rights**

To create or change rights of survivorship in any property or any interest in property, including insurance and annuity policies, of the Principal.

### **Designation of Beneficiary**

To create or change a beneficiary designation in any property or any interest in property, including insurance and annuity policies, of the Principal.

### **Exercise Fiduciary Powers**

To exercise any fiduciary powers granted to the Principal which the Principal has the authority to delegate to another.

### **Agent Reimbursement and Compensation**

My Agent is entitled to reimbursement of expenses reasonably incurred on behalf of the Principal, and to compensation reasonable in relation to nature and extent of the work performed for the Principal, from the property of the Principal. A proper documentation of the expenses incurred, with receipts and evidence of necessity, and of the dates, nature, and time involved in the work performed, will be assembled and recorded in the records for this agency prior to such reimbursement or compensation payment.

### **Record Keeping Required**

My Agent shall keep an ongoing record of all receipts, disbursements, and transactions made of the property of the Principal, or on behalf of the Principal, with sufficient detail to permit a proper accounting.

### **Digital Asset and Accounts Access and Management**

My agent shall have the authority and power to access, manage, and handle all digital assets, including any digital accounts, of which Principal is an owner, licensee, or subscriber and any electronic communication and the contents thereof and any catalogue of electronic communications in any digital asset, as fully and completely



as though Principal were acting. The terms "digital asset", "digital account", "electronic communication" and "catalogue of electronic communications" shall have the meaning given them in the Revised Uniform Fiduciary Access to Digital Assets Act, or, if broader, in any governing Terms of Service or similar agreement for the particular digital asset or in any similar law enacted in this state or in any state whose governing law is prescribed for the particular digital asset. Additionally, the authority of my Agent to engage in transactions regarding the underlying property (whether real or personal, tangible or intangible) represented in any such digital asset or digital account as an owner shall depend upon whether such authority has been granted elsewhere in this Power of Attorney. My Agent shall have the authority to use any username and password in connection with any of Principal's digital assets in order to effectuate the authority granted.

### **Incidental Grant of Authority for Listed Powers and Authorities**

In connection with the powers and authorities granted to the Agent in this Durable Power of Attorney, and to enable the Agent to fully perform the granted powers and authorities, the Principal authorizes the Agent:

(1) To demand, receive, and obtain by litigation or otherwise, money or another thing of value to which the Principal is, may become, or claims to be entitled, and conserve, invest, disburse, or use anything so received or obtained for the purposes intended;

(2) To contract in any manner with any person, on terms agreeable to the Agent, to accomplish a purpose of a transaction and perform, rescind, cancel, terminate, reform, restate, release, or modify the contract or another contract made by or on behalf of the Principal;

(3) To execute, acknowledge, seal, deliver, file, or record any instrument or communication the Agent considers desirable to accomplish a purpose of a transaction, including creating at any time a schedule listing some or all of the Principal's property and attaching it to the Durable Power of Attorney;

(4) To initiate, participate in, submit to alternative dispute resolution, settle, oppose, or propose or accept a compromise with respect to a claim existing in favor of or against the Principal or intervene in litigation relating to the claim;

(5) To seek on the Principal's behalf the assistance of a court or other governmental agency to carry out an act authorized in the Durable Power of Attorney;

(6) To engage, compensate, and discharge an attorney, accountant, discretionary investment manager, expert witness, or other advisor;

(7) To prepare, execute, and file a record, report, or other document to safeguard or promote the Principal's interest under a statute or regulation;

(8) To communicate with any representative or employee of a government or governmental subdivision, agency, or instrumentality, on behalf of the Principal;

(9) To access communications intended for, and communicate on behalf of the Principal, whether by mail, electronic transmission, telephone, or other means; and

(10) To do any lawful act with respect to the subject and all property related to the subject.



The preceding list of specific powers shall not in any way control, limit, or diminish the general powers granted in the General Plenary Grant of Authority section.

I, the Principal, hereby ratify and confirm whatsoever my Agent shall do in accordance with the powers and authorities of this document. I hereby release all persons from any possible liability arising from their reliance on this Durable Power of Attorney if they have no actual knowledge that this Durable Power of Attorney has been revoked by me. The fact that I may have made investments and entered into other transactions after the execution of this Durable Power of Attorney shall not be construed to imply a revocation thereof.

A photocopy of this fully executed and acknowledged document shall be as effective as the original.

**By the execution of this Durable Power of Attorney, I hereby revoke any Durable Power of Attorney previously executed by me.**



IN WITNESS WHEREOF, I have hereunto set my hand and seal this 28 day of FEB, 2020.

William Abell III  
WILLIAM ABELL, III, Principal

SIGNED IN THE PRESENCE OF:

Dawn Carden  
Print Witness Name

Dawn Carden  
Witness Signature

Erica Beadlesumb  
Print Witness Name

Erica Beadlesumb  
Witness Signature

STATE OF ALABAMA )  
 )ss:  
COUNTY )  
OF Shelby

I, Tammy M Seales, a Notary Public, in and for the County in this State, hereby certify that WILLIAM ABELL, III, whose name is signed to the foregoing document, and who is known to me, or satisfactorily proved his identity to me and produced ID as identification, acknowledged before me on this day that, being informed of the contents of the document, executed the same voluntarily on the day the same date bears.

Given under my hand on this 28<sup>th</sup> day of February, 2020.

Tammy M Seales  
Notary Public Signature

SEAL

Tammy M Seales  
Print Notary Name

My Commission No.: 71763148N

My Commission Expires: 3.31.2020

