# GENERAL DURABLE POWER OF ATTORNEY (EFFECTIVE UPON THE EXECUTION OF THIS INSTRUMENT)

KNOW ALL MEN BY THESE PRESENTS, that I, SHARRON E. ADAMS, do hereby constitute and appoint STANLEY E. ADAMS, III, and RHONDA L. LOVOY as my true and lawful Attorneys (herein collectively referred to as my "Agent") for me and in my name, place and stead, hereby revoking and terminating any and all other General Durable Powers of Attorney executed by me prior to this General Durable Power of Attorney, to do and perform the following acts:

- 1. Write Checks. To make, sign and deliver checks and drafts upon any financial institution where I have an account.
- 2. Make Deposits and Withdrawals. To deposit or withdraw funds; to endorse all checks, including social security checks; to acquire and redeem certificates of deposit in my name in any bank, savings and loan association or any other financial institution; to acknowledge receipt of said funds; and to make application for withdrawal of said funds.
- 3. Access Safe Deposit Boxes and Other Safekeeping Facilities. To have access at any time to any safe deposit box, drawer, vault, warehouse, or other safekeeping facility rented by me, wherever located; to remove all or any part of the contents thereof; and to surrender or relinquish such safekeeping facility. Any institution in which any such safekeeping facility may be located shall not incur any liability to me or to my estate as a result of permitting my Agent to exercise this power, even if this requires authorizing a depositary to enter a box or vault forcibly by having said box drilled or otherwise entered into.
- 4. **Employ Other Professionals.** To appoint and employ, with or without compensation, any accountants, attorneys at law, investment advisors and counsel, agents, servants or other persons, including their agents and associates; to dismiss or discharge the same; to appoint or employ any others in their stead as my true and lawful attorneys; and to appear and represent me as to all matters covered by this Power of Attorney, or for any other purpose, including, but not limited to, appearances before any foreign taxing authority, the U. S. Treasury Department, the United States Tax Court, the United States Court of Claims, any other court of the United States or the District of Columbia, any state, municipal or foreign court, and any department or official of the United States government or any state, municipal or foreign government. My Agent shall have full power and authority to engage such agents and attorneys to do any and all acts convenient or appropriate in connection with such matters, including the specific acts described above, and to substitute attorneys and agents subsequent to the date of such appointment and prior to any revocation thereof, and to delegate and revoke the authority so granted to my Agent.
- 5. Make Investments. To invest and reinvest in my name in such loans, bonds, stocks, interests in partnerships, limited liability companies or trusts, mortgages, securities, shares of regulated investment companies or trusts, or other property, real or personal, within or outside the United States of America; to purchase or exercise options, rights, or warrants for such purposes; and to purchase securities or other property without being limited as to type of investment by any

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constitution, state or rule of law, and without regard to whether such investment is a so-called "legal" investment.

- 6. Hold or Sell Investments. To hold, sell, exchange, or otherwise dispose of any or all shares of stock, bonds, interests in partnerships, limited liability companies or trusts or other securities, including United States securities, now or hereafter belonging to me, within or outside the United States of America, without being limited as to type of investment by any constitution, statute or rule of law, and without regard to whether the investment is a so-called "legal" investment; and to make, execute and deliver assignments of any such shares of stock, bonds, interests or other securities.
- Brokerage Accounts. With respect to my brokerage accounts, to effect purchases and sales (including short sales), to subscribe for and to trade in stocks, bonds, options, rights, and warrants or other securities, within or outside the United States of America, whether dollar or nondollar denominated, or limited partnership interests or investments and trust units, whether or not in negotiable form, issued or unissued, foreign exchanges, commodities, and contracts relating to same (including commodity futures), on margin or otherwise for my account and risk; to deliver to my broker securities for my account and to instruct my broker to deliver securities from my account(s) to my Agent or to others, and in such name and form, including my Agent's own, as my Agent may direct; to instruct my broker to make payment of moneys from my account(s) with my broker, and to receive and direct payment therefrom payable to my Agent or others; to sell, assign, endorse and transfer any stocks, bonds, options, rights and warrants or other securities of any nature, at any time standing in my name and to execute any documents necessary to effectuate the foregoing; to receive statements of transactions made for my account(s); to approve and confirm the same; to receive any and all notices, calls for margin, or other demands with reference to my account(s); and to make any and all agreements with my broker with reference thereto for me and in my behalf.

The power granted herein shall apply to any brokerage account that I may have from time to time and any brokerage account established by my Agent. I further authorize my Agent to execute on my behalf any powers of attorney in whatever form which may be required by any broker with whom I have deposited any securities.

- 8. Pay Debts. To pay any and all indebtedness of mine, including bills, accounts, claims and demands now or hereafter payable by me, in such manner and at such times as my Agent may deem appropriate.
- 9. Collect Debts. To forgive, compromise, demand, sue for, collect, sell, recover, receive, hold or in any other manner deal with all goods, claims, legacies, bequests, devises, debts, checks, drafts, deposits, dividends, pension benefits, profit sharing benefits and any other benefits, insurance, property (whether real, personal, tangible or intangible), property rights, monies, interests and demands whatsoever, liquidated or unliquidated, now or hereafter owned by me, now due or that may hereafter be due or belong to me, or in which I now have or hereafter acquire an interest, within or outside the United States of America; and to make, execute and deliver receipts, releases or other discharges thereof, under seal or otherwise.

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- 10. Secure Public Benefits. To take any necessary action to secure any benefits that may be due me from Social Security and Medicare, as well as any other federal, state or local governmental agencies.
- 11. Lend or Borrow. To lend or borrow money (including the power to borrow against the cash surrender value of any life insurance policy now or hereafter owned by me) on such terms as my Agent deems appropriate; and to make, execute and deliver any note, bond, security agreement or any other instrument or contract on my account for any amount and with such security, whether real or personal property, as my Agent may deem expedient.
- 12. Buy and Sell Property. To acquire, purchase, exchange, hold, sell, convey, encumber, mortgage, lease or otherwise obtain or dispose of any and all real or personal property, tangible or intangible, or interests therein, within or outside the United States of America on such terms and conditions as my Agent shall deem proper. My Agent shall have the full authority to make, execute and deliver any agreement, bond, deed, bill of sale, mortgage, contract or other document or instrument in connection with the exercise of said powers; and to ask, collect and receive any rents, profits, issues or income of any and all of such property, or any part thereof.
- 13. **Manage Property.** To enter upon, take possession of, maintain, repair, improve, invest, manage, insure, rent, lease, encumber, and in any manner deal with any real or personal property, tangible or intangible, or any interest therein, within or outside the United States of America, that I now own or may hereafter acquire in my name and for my benefit, upon such terms and conditions as my Agent shall deem proper.
- 14. Conduct and Manage Businesses. To conduct, manage or participate in any lawful business of whatever nature for me and in my name; to execute partnership agreements and amendments thereto; to execute limited liability company operating agreements and amendments thereto; to incorporate, reorganize, merge, consolidate, recapitalize, sell, liquidate or dissolve any business; to elect or employ officers, directors and agents; to carry out the provisions of any agreement for the sale of any business interest or the stock therein; to exercise voting rights with respect to stock, either in person or by proxy, and to exercise stock options; and to waive notice of meetings and to give consent for or with respect thereto.
- 15. Create and Contribute to Employee Benefit Plans. To create and contribute to employee benefit plans (including plans for a self-employed individual) for my benefit; to select any payment option under any IRA or employee benefit plan in which I am a participant, within or outside the United States of America (including plans for self-employed individuals) or to change any options I may have selected; to make voluntary contributions to such plans; to make "roll-overs" of plan benefits into other retirement plans; to apply for and receive payments and benefits; to borrow money and purchase assets therefrom; to make and change beneficiary designations; and to make the selection of annuities under any employee benefit plan.
  - 16. Execute Contracts. To execute any and all contracts of every kind or nature.
- 17. Insurance Policies and Annuity Contracts. To apply for and own any policy of life insurance or annuity contract on my life, any policy of insurance regarding my property, and any policy of insurance insuring any liabilities or damages my Agent may deem advisable; to pay

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any premiums or other charges required to maintain such policies or contracts; and to exercise any incident of ownership over such policies and contracts, including, but not limited to, any right to change beneficiaries, cancel any policy, borrow against any cash values, withdraw funds, annuitize policies or contracts, or make any elections with respect to such policies or contracts.

- 18. **Defend Claims.** To defend, settle, adjust and compromise all actions, suits, accounts, claims and demands whatsoever that are now or hereafter pending between me and any firm, corporation or person, in such manner and in such respects as my Agent shall deem satisfactory.
- 19. Transfer Vehicles. To apply for a Certificate of Title for any automobile, truck, pickup, van, motorcycle or other motor vehicle; to endorse and transfer title to such motor vehicle; and to represent in such transfer assignment that the title to such motor vehicle is free and clear of all liens and encumbrances except those specifically set forth in such transfer assignment.
- Waive Privileges and Receive Information. To waive any doctor-patient and 20. lawyer-client privilege that I may possess, so that my Agent may obtain access to medical and legal records and files and related information that otherwise might be privileged and could not be turned over to my Agent; to request, receive and review any information, verbal or written, regarding my financial affairs or my physical or mental health, including medical and hospital records; to have the right to examine and obtain copies of any will and any codicil thereto, and any inter vivos trust and any amendments thereto executed by me, as well as any related papers and documents; to execute any release or other document that may be required in order to obtain such information; and to disclose such information to such persons, organizations, forms or corporations as my Agent shall deem appropriate. This authorization and request shall be considered a consent to the release of such information under applicable laws, rules, and regulations as promulgated from time to time including, without limitation, the express grant of authority to personal representatives as provided by Regulation Section 164.502(g) of Title 45 of the Code of Federal Regulations and the medical information privacy law and regulations generally referred to as HIPAA.
- 21. Make Medical Decisions. To give or withhold consent to any medical procedure, test, treatment or other medical attention or services for me; to make decisions with respect to same, including choice of a physician, as well as choice of a hospital, nursing home, retirement home or other such facility; to revoke, withdraw, modify or change consent to such procedures, treatments or other services; and to provide such other care, comfort, maintenance and support as my Agent may deem necessary. If I am unconscious or for any other reason unable to make decisions concerning appropriate medical treatment, then my Agent shall have the power to make such decisions, in consultation with the doctors who are treating me and any of my closest relatives who may be present or immediately available; provided that nothing herein shall negate the provisions of my living will, if any, and my Agent is prohibited from ordering or consenting to any medical treatment or medical care that is contrary to my living will, if any.
- 22. Employ Medical Personnel. To employ, compensate and discharge medical personnel including such physicians, psychiatrists, dentists, nurses, and therapists as my Agent shall deem necessary for my physical, mental and emotional well-being.

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- 23. Provide for Support. To use and apply so much of the income and principal of the assets comprising my estate as may be necessary, in the sole discretion of my Agent, for my health, support or maintenance.
- 24. **Provide for Care at Home.** In the event of my incapacity, whether such incapacity occurs as a result of illness, accident, advanced age or for any other reason, if it is at all possible for me to be cared for at home, my Agent shall have the power to arrange for such home care and shall pay all such costs, including the expenses of round-the-clock private duty nurses or the equivalent, the rental or purchase of hospital type furniture, medical equipment and supplies (including special beds, wheel chairs, tables, bathroom fixtures and stair glides) as well as the temporary or permanent installation of any equipment of this nature in any home owned or rented by me.
- 25. Make Gifts to My Children, Step-Children, Spouses and Descendants. To make such gifts from time to time to any one or more of my children, my step-children, their lineal descendants, and their spouses, as in the sole discretion of my Agent, are desirable (i) to implement plans intended to reduce present or future taxes; (ii) to be in my best interest; (iii) to be in the best interest of my estate; or (iv) to be in keeping with my prior pattern of giving. Any such gift may exceed, in any calendar year, the limits of the annual exclusion as provided by Section 2503(b) of the Internal Revenue Code of 1986, as amended (the "Internal Revenue Code"), if my Agent shall deem such gift to be desirable as provided above; provided, however, that my Agent shall not make a gift to my Agent in my Agent's individual capacity without my consent or the consent of an adverse party as such is defined in the Internal Revenue Code.
- 26. Make Charitable Gifts. To make charitable gifts from time to time to such charitable organizations as shall be described in Section 170(c) and Section 2522(a) of the Internal Revenue Code, and to pay any amounts hereafter pledged by me to such organizations, all in keeping with my prior pattern of giving to such organizations, the amounts, and the purposes and missions of such organizations.
- 27. Exercise Powers and Disclaimers. To exercise or release powers of appointment in whole or in part and to disclaim or renounce in whole or in part any interest that I might otherwise have as a joint owner, beneficiary, heir or otherwise. In exercising such discretion, my Agent may take into account such matters as may include, but shall not be limited to, any reduction in estate or inheritance taxes on my estate, and the effect of such renunciation or disclaimer upon those persons interested in my estate and those persons who would receive the renounced or disclaimed property.
- 28. Deal with Revocable Trusts. To transfer, assign and convey any property or interest in property, the legal or equitable title to which is in my name, to any revocable trust of which I am the primary beneficiary during my lifetime and to exercise for my benefit any right of withdrawal of income or principal that I may have pursuant to the terms and conditions of such revocable trust, whether such revocable trust was created before or after the execution of this Durable Power of Attorney.
- 29. Create Revocable Trust. To create a revocable trust for my benefit, naming such trustee or trustees as my Agent may select; provided that any such trust created by my Agent shall

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be fully revocable by my Agent at any time upon notice to such trustee or trustees, shall have no beneficiaries other than me during my lifetime, shall last for my lifetime only and shall provide that at my death the trust assets shall either be distributed to my estate or in the same manner as provided under my U.S. Will; and to transfer any of my property, real or personal, to such revocable trust.

- 30. Prepare Tax Returns and Elections. To prepare, execute and file foreign, federal, state and local income tax returns or declarations of estimated tax for any taxable year and to pay any tax due thereon; to make, execute and file gift tax returns with respect to gifts made by or for me for any taxable year; and to make, execute and file any claims for refund of any tax.
- Represent and Negotiate with Tax Authorities. To represent me or to sign an Internal Revenue Service Form 2848 or 2848D (power of attorney), or comparable authorization, appointing a qualified lawyer, certified public accountant or enrolled agent to represent me before any office of the Internal Revenue Service, or any foreign, state or local taxing authority, with respect to all types of taxes and years; to receive confidential information and to perform on my behalf the following acts with respect to any foreign, federal, state and local taxes (i) to receive and deposit, in any one of my bank accounts, or those of any revocable trust of mine, checks in payment of any refund of foreign, federal, state or local tax, interest and penalty; (ii) to pay by check drawn on a bank account of mine or of any revocable trust of mine any such tax, interest and penalty; (iii) to execute waivers (including offers of waivers) of restrictions on assessment or collection of deficiencies in tax and waivers of notice of disallowance of a claim for credit or refund; (iv) to execute consents extending the statutory period for assessment or collection of any such taxes; (v) to execute offers in compromise; (vi) to execute closing agreements under Section 7121 or comparable provisions of the Internal Revenue Code, or any foreign, state or local statutes or regulations; (vii) to delegate authority or to substitute another representative for any one previously appointed by me or my Agent; and (viii) to receive copies of all notices and other written communications involving my foreign, federal, state or local taxes at the address of my Agent.
- 32. Environmental Authority. To (i) conduct environmental assessments, audits and site monitoring to determine compliance with any environmental law or regulation thereunder; (ii) take all appropriate remedial action to contain, clean up or remove any environmental hazard including a spill, release, discharge or contamination, either on my Agent's own accord or in response to an actual or threatened violation of any environmental law or regulation thereunder; (iii) institute legal proceedings concerning environmental hazards or to contest or settle legal proceedings brought by any local, state or federal agency concerned with environmental compliance, or by a private litigant; (iv) comply with any local, state or federal agency order or court order directing an assessment, abatement or cleanup of any environmental hazards; and (v) employ agents, consultants and legal counsel to assist or perform the above undertakings or actions.

GENERALLY ACT IN MY NAME, PLACE AND STEAD. Without in any way limiting the foregoing, generally to do, execute and perform any other act, deed, duty, right, obligation, matter or thing whatsoever, relating to any person, matter, transaction or property, real or personal, tangible or intangible, within or outside the United States of America, that I now have or hereafter acquire, that ought to be done, executed or performed, or that in the opinion of my

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Agent ought to be done, executed or performed in and about these premises, of every nature and kind whatsoever, as fully and completely as I could do if personally present.

# LIMITATION OF POWER. The following limitations shall apply:

- (a) Any power or authority granted to my Agent herein shall be limited so as to prevent this Power of Attorney from causing my Agent to be taxed on my income or from causing my assets to be subject to a "general power of appointment" by my Agent as such is defined in Section 2041 and Section 2514 of the Internal Revenue Code.
- (b) My Agent shall not satisfy any legal obligation of my Agent out of any property subject to this Power of Attorney, nor may my Agent exercise this power in favor of my Agent's estate, my Agent's creditors or the creditors of my Agent's estate.
- (c) My Agent shall have no power or authority whatever with respect to (i) any policy of insurance owned by me on the life of my Agent; or (ii) any trust created by my Agent of which I am a trustee.

NOMINATION OF GUARDIAN AND CONSERVATOR. If proceedings are hereafter commenced by any person to appoint a guardian, conservator or other fiduciary charged with the management of any part or all of my property, then I hereby nominate and appoint my Agent, STANLEY E. ADAMS, III and RHONDA L. LOVOY, to serve as such guardian(s), conservator(s) or other fiduciary(ies). In the event, I do hereby exempt my Agent from giving bond while serving as such conservator or other fiduciary, pursuant to ALA. CODE §26-2A-139 (1975), as amended, or pursuant to similar statutes or common law.

APPOINTMENT OF SUCCESSOR AGENT, GUARDIAN AND CONSERVATOR. If either STANLEY E. ADAMS, III or RHONDA L. LOVOY shall predecease me or for any other reason shall cease to serve as my Agent hereunder, I hereby designate and appoint the survivor of the two to be my successor Agent (and guardian and conservator, if applicable).

INDEMNITY OF AGENT. I hereby bind myself and my estate to defend, hold harmless and indemnify my Agent from and against any and all claims, demands, losses, damages, actions and causes of action, including expenses, costs and reasonable attorneys' fees, that my Agent at any time may sustain or incur in connection with carrying out the authority granted my Agent in this Durable Power of Attorney to the extent that my Agent attempts in good faith to discharge my Agent's fiduciary obligations hereunder.

RELIANCE BY THIRD PARTIES. Any person dealing with my Agent may rely without inquiry upon my Agent's certification that this Durable Power of Attorney has not been revoked. I expressly agree that all acts done hereunder in good faith by my Agent, prior to the receipt by my Agent, or by any party with whom my Agent has dealt pursuant to this Durable Power of Attorney, of actual notice of revocation of this authority, whether by my death or otherwise, shall be binding upon me and upon my heirs and legal representatives. No person relying upon this Durable Power of Attorney in good faith and without actual notice of revocation of this authority shall incur any liability to me or to my estate as a result of permitting my Agent to exercise any

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power or discretion on my behalf granted herein, nor shall any person dealing with my Agent be required to see to the application and disposition of any moneys, stocks, bonds, securities or other property paid to or delivered to my Agent, or my Agent's substitute, pursuant to the provisions hereof.

RATIFICATION AND DECLARATION OF STANDARD OF PERFORMANCE. My Agent shall exercise or shall fail to exercise the powers and authorities granted by these presents in each case as my Agent, in my Agent's absolute discretion, shall deem desirable or appropriate under the existing circumstances. I hereby ratify and confirm all acts that my Agent shall do or cause to be done by virtue of this Durable Power of Attorney. Even though my Agent may have power or authority to act or assume responsibility for any matter referred to by these presents, nothing herein shall be construed as imposing a duty on my Agent to so act or assume such responsibility. I declare that my Agent shall not be liable to me or my estate for any acts or omissions with respect hereto to the extent that my Agent attempts in good faith to discharge my Agent's fiduciary obligations herein.

SPECIAL PROVISIONS. While two or more persons are serving hereunder as Agent, the following provisions shall apply where the context permits:

- (a) With respect to any matter as to which such persons have joint authority, any such person may from time to time delegate any or all of such person's rights, powers, duties, and discretion as Agent hereunder to the other person or to any one or more of the other persons, with the consent of the latter.
- (b) Such persons may establish bank accounts and may authorize that checks or drafts may be drawn on, or withdrawal made from, any such account on the individual signature of any one or more of such persons.
- (c) Any such person shall be presumed to have approved a proposed act or decision to refrain from acting if such person fails to indicate approval or disapproval thereof within fifteen (15) days after a written request for approval from such persons, and any such person shall not be required to continue to make a proposal that has been disapproved on at least two (2) occasions, if such person has been informed by the disapproving person or persons that continued disapproval should be assumed until notice to the contrary has been received.
- (d) Such persons may execute documents by jointly signing one document, by separately signing concurrent counterpart documents or by any such person signing the document since the signatures of all such persons shall not be a requirement to bind such document.

I HEREBY INTEND TO CREATE A DURABLE POWER OF ATTORNEY PURSUANT TO ALA. CODE §26-1-2 (1975), AS AMENDED. THIS POWER OF ATTORNEY SHALL NOT BE AFFECTED BY THE DISABILITY, INCOMPETENCY, OR INCAPACITY OF THE UNDERSIGNED.

RIGHT TO REVOKE OR AMEND POWER OF ATTORNEY. I retain the right to revoke or amend this Durable Power of Attorney and to substitute other Agents in place of my Agent named herein. Any amendments to this Durable Power of Attorney shall be made in writing

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by me personally, and not by my Agent, and they shall be attached to the original of this Durable Power of Attorney.

I UNDERSTAND THAT THIS DURABLE POWER OF ATTORNEY IS AN IMPORTANT LEGAL DOCUMENT. BEFORE EXECUTING THIS DOCUMENT, MY ATTORNEY EXPLAINED TO ME THE FOLLOWING: (1) THIS DOCUMENT PROVIDES MY AGENT WITH BROAD POWERS TO DISPOSE, SELL, CONVEY AND ENCUMBER MY REAL AND PERSONAL PROPERTY; (2) THE POWERS GRANTED IN THIS DURABLE POWER OF ATTORNEY WILL EXIST FOR AN INDEFINITE PERIOD OF TIME UNLESS I LIMIT THEIR DURATION BY THE TERMS OF THIS DURABLE POWER OF ATTORNEY OR REVOKE THIS DURABLE POWER OF ATTORNEY; (3) THESE POWERS WILL CONTINUE TO EXIST NOTWITHSTANDING MY SUBSEQUENT DISABILITY, INCOMPETENCY OR INCAPACITY; AND (4) I HAVE THE RIGHT TO REVOKE OR TERMINATE THIS DURABLE POWER OF ATTORNEY AT ANY TIME.

LAWS OF ALABAMA TO APPLY. Questions pertaining to the validity, construction and powers created under this instrument shall be determined in accordance with the laws of the State of Alabama, without regard to Alabama's or any other state's conflicts of laws principles.

I direct that photocopies of this Durable Power of Attorney may be made, and each copy shall have the same force and effect as the original of this Durable Power of Attorney.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK. SIGNATURE PAGES FOLLOW.]

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IN WITNESS WHEREOF, I have executed this Durable Power of Attorney to which I have set my hand and seal on this the 22 day of 022., 2021.

SHARRON E. ADAMS

The person signing above has been personally known to me; and I believe her to be of sound mind. I did not sign her signature for her or at her direction, and I am not appointed as the health care proxy under any Advance Directive for Health Care executed by her. I am not related to the person signing above by blood, adoption, or marriage, entitled to any portion of her estate according to the laws of intestate succession or under any Will executed by her or codicil thereto, or directly financially responsible for her medical care.

## WITNESSES:

Address: 2311 Highland Avenue South Birmingham, AL, 35205

Address: 2311 Highland Avenue South Birmingham, AL. 35205

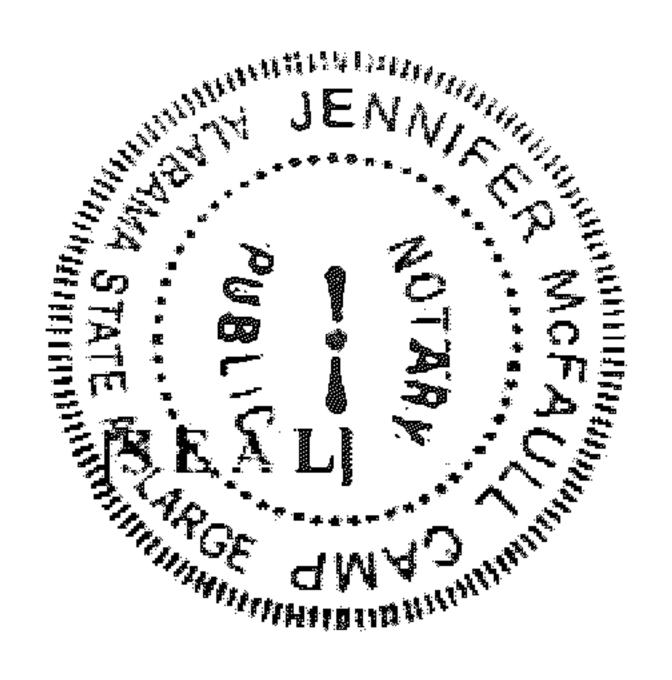
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STATE OF ALABAMA

JEFFERSON COUNTY

I, the undersigned authority, in and for said county and state, hereby certify that SHARRON E. ADAMS, whose name is signed to the foregoing Durable Power of Attorney, and who is known to me, acknowledged before me on this day that, being informed of the contents of said Durable Power of Attorney, she executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 27 day of October, 2021.



Notary Public

My Commission Expires: Sept 5, 2022

MY COMMISSION EXPIRES SEPTEMBER 5, 2022

#### This Document Prepared by:

Howard W. Neiswender DENTONS SIROTE PC 2311 Highland Avenue South Birmingham, Alabama 35205 205-930-5329



Filed and Recorded
Official Public Records
Judge of Probate, Shelby County Alabama, County
Clerk
Shelby County, AL
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