

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

KNOW ALL MEN BY THESE PRESENTS, that I, **ERVA GRIFFIN GUENTHER**, constitute and appoint my daughter, **JOHANNA GUENTHER SIMS**, as my true and lawful Attorney (herein called "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 acts set out in Sections 26-1A-204 through 26-1A-217 of the Code of Alabama (1975), as amended, which Sections are hereby incorporated by this reference, and specifically, but not limited to, the following acts:

1. **Banks and Other Financial Institutions.** To (i) continue, modify, and terminate an account or other banking arrangement made by or on my behalf; (ii) 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 my Agent; (iii) contract for services available from a financial institution, including renting a safe deposit box or space in a vault; (iv) withdraw, by check, order, electronic funds transfer, or otherwise, money or property of mine deposited with or left in the custody of a financial institution; (v) receive statements of account, vouchers, notices, and similar documents from a financial institution and act with respect to them; (vi) enter a safe deposit box or vault and withdraw or add to the contents; (vii) borrow money and pledge as security personal property of mine necessary to borrow money or pay, renew, or extend the time of payment of a debt of mine or a debt guaranteed by me; (viii) make, assign, draw, endorse, discount, guarantee, and negotiate promissory notes, checks, drafts, and other negotiable or nonnegotiable paper of mine or payable to me or my order, transfer money, receive the cash or other proceeds of those transactions, and accept a draft drawn by a person upon me and pay it when due; (ix) receive for me and act upon a sight draft, warehouse receipt, or other document of title, whether tangible or electronic, or other negotiable or nonnegotiable instrument; (x) 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 (xi) consent to an extension of the time of payment with respect to commercial paper or a financial transaction with a financial institution.

2. **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 his or her 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 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 them.

3. **Stocks and Bonds.** To buy, sell, and exchange stocks and bonds; establish, continue, modify, or terminate an account with respect to stocks and bonds; pledge stocks and bonds as security to borrow, pay, renew, or extend the time of payment of a debt of mine; receive certificates and other evidences of ownership with respect to stocks and bonds; and 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.

4. **Commodities and Options.** 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 to establish, continue, modify, and terminate option accounts.

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; 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 constitution, statute, 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 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.

7. **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, domestic or foreign, whether dollar or non-dollar denominated, or limited partnership interests or investments and trust units, whether or not in negotiable form, issued or unissued, foreign exchange, 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 accounts and to instruct my broker to deliver securities from my accounts to my Agent or to others, and in such name and form, including the Agent's own, as he or she may direct; to instruct my broker to make payment of moneys from my accounts 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 accounts; to approve and confirm the same; to receive any and all notices, calls for margin, or other demands with reference to my accounts; 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 all brokerage accounts that I may have from time to time and any brokerage accounts 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; and to make, execute, and deliver receipts, releases, or other discharges thereof, under seal or otherwise.

10. **Secure Public Benefits.** To take any necessary action to secure benefits due me from federal civilian service, Social Security, and Medicare, as well as all 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. **Real Property.** To (i) 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; (ii) 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; (iii) 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 mine or a debt guaranteed by me; (iv) 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; (v) manage or conserve an interest in real property or a right incident to real property owned or claimed to be owned by me, including: insuring against liability or casualty or other loss; obtaining or regaining possession of or protecting the interest or right by litigation or otherwise; paying, assessing, compromising, or contesting taxes or assessments or applying for and receiving refunds in connection with them; and purchasing supplies, hiring assistance or labor, and making repairs or alterations to the real property; (vi) use, develop, alter, replace, remove, erect, or install structures or other improvements upon real property in or incident to which I have, or claim to have, an interest or right; (vii) 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, hold, and act with respect to stocks and bonds or other property received in a plan of reorganization, including: selling or otherwise disposing of them; exercising or selling an option, right of conversion, or similar right with respect to them; and exercising any voting rights in person or by proxy; (viii) change the form of title of an interest in or right incident to real property; and (ix) dedicate to public use, with or

without consideration, easements or other real property in which I have, or claim to have, an interest.

13. **Tangible Personal Property.** To (i) 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; (ii) 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; (iii) 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 mine or a debt guaranteed by me; (iv) release, assign, satisfy, or enforce by litigation or otherwise a security interest, lien, or other claim on behalf of me, with respect to tangible personal property or an interest in tangible personal property; (v) manage or conserve tangible personal property or an interest in tangible personal property on behalf of me, including: insuring against liability or casualty or other loss; obtaining or regaining possession of or protecting the property or interest, by litigation or otherwise; paying, assessing, compromising, or contesting taxes or assessments or applying for and receiving refunds in connection with taxes or assessments; moving the property from place to place; storing the property for hire or on a gratuitous bailment; and using and making repairs, alterations, or improvements to the property; and (vi) change the form of title of an interest in tangible personal property.

14. **Operation of Entity or Business.** Subject to the terms of a document or an agreement governing an entity or an entity ownership interest, to: (i) operate, buy, sell, enlarge, reduce, or terminate an ownership interest; (ii) perform a duty or discharge a liability and exercise in person or by proxy a right, power, privilege, or option that I have, may have, or claim to have; (iii) enforce the terms of an ownership agreement; (iv) initiate, participate in, submit to alternative dispute resolution, settle, oppose, or propose or accept a compromise with respect to litigation to which I am a party because of an ownership interest; (v) exercise in person or by proxy, or enforce by litigation or otherwise, a right, power, privilege, or option I have or claim to have as the holder of stocks and bonds; (vi) initiate, participate in, submit to alternative dispute resolution, settle, oppose, or propose or accept a compromise with respect to litigation to which I am a party concerning stocks and bonds; (vii) with respect to an entity or business owned solely by me: (A) continue, modify, renegotiate, extend, and terminate a contract made by me or on my behalf with respect to the entity or business before execution of this power of attorney; (B) determine the location of its operation; the nature and extent of its business; the methods of manufacturing, selling, merchandising, financing, accounting, and advertising employed in its operation; the amount and types of insurance carried; and 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 me or on my behalf in the operation of the entity or business and control and disburse the money in the operation of the entity or business; (viii) put additional capital into an entity or business in which I have an interest; (ix) join in a plan of reorganization, consolidation, conversion, domestication, or merger of the entity or business; (x) sell or liquidate all or part of an entity or business; (xi) establish the value of an entity or business under a buy-out agreement to which I am a party; (xii) 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 (xiii) pay, compromise, or contest taxes, assessments, fines, or penalties and perform any other act to protect me 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 this power of attorney.

15. **Retirement Plans.** As defined in Section 26-1A-215(a) of the Code of Alabama (1975), to (i) select the form and timing of payments under a retirement plan, change options I have selected, and withdraw benefits from a plan; (ii) make a rollover, including a direct trustee-to-trustee rollover, of benefits from one retirement plan to another; (iii) establish a retirement plan in my name; (iv) make contributions to a retirement plan; (v) exercise investment powers available under a retirement plan; (vi) borrow from, sell assets to, or purchase assets from a retirement plan; (vii) to apply for and receive payments and benefits; (viii) to waive rights given to non-employee spouses under state or federal law; (ix) to consent or waive consent in connection with the designation of beneficiaries and the selection of joint and survivor annuities under any employee benefit plan; and (x) to make and change beneficiary designations, including revocable or irrevocable designations.

16. **Execute Contracts.** To execute any and all contracts of every kind or nature.

17. **Insurance and Annuities.** To (i) continue, pay the premium or make a contribution on, modify, exchange, rescind, release, or terminate a contract procured by or on my behalf which insures or provides an annuity to either me or another person, whether or not I am a beneficiary under the contract; (ii) procure new, different, and additional contracts of insurance and annuities for me and my spouse, children, and other dependents, and select the amount, type of insurance or annuity, and mode of payment; (iii) pay the premium or make a contribution on, modify, exchange, rescind, release, or terminate a contract of insurance or annuity procured by my Agent; (iv) apply for and receive a loan secured by a contract of insurance or annuity; (v) surrender and receive the cash surrender value on a contract of insurance or annuity; (vi) exercise an election; (vii) exercise investment powers available under a contract of insurance or annuity; (viii) change the manner of paying premiums on a contract of insurance or annuity; (ix) change or convert the type of insurance or annuity with respect to which I have or claim to have authority described in this paragraph; (x) apply for and procure a benefit or assistance under a statute or regulation to guarantee or pay premiums of a contract of insurance on my life; (xi) collect, sell, assign, hypothecate, borrow against, or pledge my interest in a contract of insurance or annuity; (xii) select the form and timing of the payment of proceeds from a contract of insurance or annuity; and (xiii) 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.

18. **Defend Claims.** To defend, settle, adjust, and compromise all actions, suits, accounts, claims, and demands whatsoever that now are or hereafter shall be pending between me and any firm, corporation, or person, in such manner and in all respects as my Agent shall think 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 vehicles; 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.

20. **Digital and Electronic Access.** To access, obtain and change passwords for, copy, take control of, conduct, continue, or terminate any information protected by data privacy laws, including, but not limited to, my email account(s), cell phone, social networking account(s), microblogging account(s), voicemail, websites, or any other electronic information or digital property.

21. **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, and for the health, support or maintenance of any person dependent upon me, taking into consideration other income, resources or financial assistance that is available to any of them from all other sources. Notwithstanding any contrary provision herein, my Agent shall have no power or authority to use or apply the income or principal of the assets comprising my estate to discharge any legal obligation that my Agent or any other person may have to support me or any dependent or beneficiary of mine, except to the extent that there are not assets reasonably available to the person having the obligation of support to pay the same.

22. **Provide for Care at Home.** In the event of my incapacity or that of my spouse, whether such incapacity occurs as a result of illness, accident, advanced age or for any other reasons, if it is at all possible for me, my spouse or both of us to be cared for at home, my Agent shall have the power to arrange for such home care and pay all said 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), and the temporary or permanent installation of any equipment of this nature in any home owned or rented by me, my spouse or both of us.

23. **Gifts.** To (i) make outright to, or for the benefit of, my spouse, my lineal descendants, and the spouses of my lineal descendants, including my Agent, a gift of any of my property, including by the exercise of a presently exercisable general power of appointment held by me, 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.S. § 2503(b), as amended, without regard to whether the federal gift tax exclusion applies to the gift, or if my 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 (ii) consent, pursuant to Internal Revenue Code Section 2513, 26 U.S.C.S. § 2513, as amended, to the splitting of a gift made by my spouse in an amount per donee not to exceed the aggregate annual gift tax exclusions for both spouses. My Agent may make a gift of my property only as my Agent determines is consistent with my objectives if actually known by my Agent and, if unknown, as my Agent determines is consistent with my best interests based on all relevant factors, including: the value and nature of my property; my foreseeable obligations and need for maintenance; minimization of taxes, including income, estate, inheritance, generation skipping transfer, and gift taxes; eligibility for a benefit, a program, or assistance under a statute or regulation; and my personal history of making or joining in making gifts.

24. **Make Charitable Gifts.** To make gifts from time to time to charitable organizations 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, in keeping with my pattern of giving both as to amounts to such organizations and as to purpose and mission of such organizations.

25. **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 shall 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 persons interested in my estate and persons who would receive the renounced or disclaimed property.

26. **Estates, Trusts, and Other Beneficial Interests.** For purposes of this paragraph, “estates, trusts, and other beneficial interests” means a trust, probate estate, guardianship, conservatorship, escrow, or custodianship or a fund from which I am, may become, or claim to be entitled to a share or payment. Regarding estates, trusts, and other beneficial interests, my Agent is authorized to (i) accept, receive, receipt for, sell, assign, pledge, or exchange a share in or payment from the fund; (ii) demand or obtain money or another thing of value to which I am, may become, or claim to be entitled by reason of the fund, by litigation or otherwise; (iii) exercise for my benefit a presently exercisable general power of appointment held by me; (iv) 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 my interest; (v) 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; (vi) conserve, invest, disburse, or use anything received for an authorized purpose; (vii) transfer an interest of mine 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 me as settlor; and (viii) reject, renounce, disclaim, release, or consent to a reduction in or modification of a share in or payment from the fund.

27. **Create Trust.** To create a trust for my benefit, naming such trustee or trustees as my Agent may select; provided that any such trust shall be revocable by my Agent at any time upon notice to the 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 Will; and to transfer any of my property, real or personal, to any such trust.

28. **Prepare Tax Returns and Elections.** To prepare, execute, and file joint or separate 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; to consent to any gift and to use any gift splitting provision or other similar tax election; and to make, execute, and file any claims for refund of any tax.

29. **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 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 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 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 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) and to receive copies of all notices and other written communications involving my federal, state or local taxes at the home or office address of my Agent.

30. **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 its 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 contests 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.

31. **Personal and Family Maintenance.** To (i) perform the acts necessary to maintain the customary standard of living of me, my spouse, and my children, whether living when the power of attorney is executed or later born; (ii) make periodic payments of child support and other family maintenance required by a court or governmental agency or an agreement to which I am a party; (iii) provide living quarters for the individuals described in clause (i) by: purchase, lease or other contract, or paying the operating costs, including interest, amortization payments, repairs, improvements, and taxes, for premises owned by me or occupied by those individuals; (iv) 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 clause (i); (v) pay expenses for necessary health care and custodial care on behalf of the individuals described in clause (i); (vi) act as my personal representative pursuant to the Health Insurance Portability and Accountability Act, Sections 1171 through 1179 of the Social Security Act, 42 U.S.C.S. § 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 me or anyone authorized under the law of this state to consent to health care on behalf of me; (vii) continue any provision made by me for automobiles or other means of transportation, including registering, licensing, insuring, and replacing them, for the individuals described in clause (i); (viii) maintain credit and debit accounts for the convenience of the individuals described in clause (i) and open new accounts; and (ix) continue payments incidental to the membership or affiliation of me in a religious institution, club, society, order, or other organization or to continue contributions to those organizations.

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, that I now have or hereafter acquire, that ought to be done, executed or performed, or that in the opinion of my said 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. Except for any power to my Agent to make gifts by virtue of this Power of Attorney, the following shall apply:

(a) Any power or authority granted to my Agent herein shall be limited so as to prevent this Power of Attorney from causing my Agent to be taxed on my income or from causing my assets to be subject to a "general power of appointment" by my Agent as 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, 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 CONSERVATOR. If proceedings are hereafter commenced by any person to appoint a conservator or other fiduciary charged with the management of any part or all of my property, then I hereby nominate and appoint my Agent to serve as such conservator or other fiduciary. 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 AND CONSERVATOR. If my herein named Agent predeceases me or for any other reason ceases or fails to serve as my Agent, I hereby designate and appoint my daughter, **ERVA KATHERINE AGUILAR**, to be my Agent (and Conservator, if applicable) in the place of said **JOHANNA GUENTHER SIMS** and confer upon her all the power and authority granted by these presents.

COMPENSATION. My Agent shall be entitled to a reasonable commission as compensation for services performed and to reimbursement for the expenses my Agent reasonably incurs in the performance of the duties hereunder.

NO AFFIRMATIVE DUTY TO ACT. My Agent shall not be deemed to have a mandatory duty to exercise the powers conferred upon my Agent by virtue of this instrument.

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 Power of Attorney, to the extent that my Agent attempts in good faith to discharge my Agent's fiduciary obligations hereunder.

EXONERATION OF AGENT. My Agent is hereby relieved of any liability for any breach of duty while carrying out the authority granted in this Power of Attorney, unless the breach of duty is committed dishonestly, with an improper motive, or with reckless indifference to the purposes of the power of the attorney or my best interests.

RELIANCE BY THIRD PARTIES. Any person dealing with my Agent may rely without inquiry upon my Agent's certification that this 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 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 Power of Attorney in good faith and without actual notice of revocation of this authority shall incur any liability to me or my estate as a result of permitting my Agent to exercise any 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 fail to exercise the powers and authorities granted by these presents in each case as my Agent, in my Agent's own absolute discretion, deems 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 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.

I HEREBY INTEND TO CREATE A DURABLE POWER OF ATTORNEY PURSUANT TO ALA. CODE §26-1A-101 (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 Power of Attorney and to substitute other Agents in place of the Agents appointed herein. Any amendments to this Power of Attorney shall be made in writing by me personally, and not by my Agent, and they shall be attached to the original of this Power of Attorney.

I UNDERSTAND THAT THIS 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 POWER OF ATTORNEY WILL EXIST FOR AN INDEFINITE PERIOD OF TIME UNLESS I LIMIT THEIR DURATION BY THE TERMS OF THIS POWER OF ATTORNEY OR REVOKE THIS POWER OF ATTORNEY; (3) THESE POWERS WILL CONTINUE TO EXIST NOTWITHSTANDING MY SUBSEQUENT DISABILITY OR INCAPACITY; AND (4) I HAVE THE RIGHT TO REVOKE OR TERMINATE THIS 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.

Reproductions of this executed original (with reproduced signatures and the certificate of acknowledgment) shall be deemed to be original counterparts of this power of attorney.

IN WITNESS WHEREOF, I have hereunto set my hand and seal, this 20 day of July, 2021.

Erva Griffin Guenther

ERVA GRIFFIN GUENTHER

STATE OF ALABAMA)

COUNTY OF JEFFERSON)

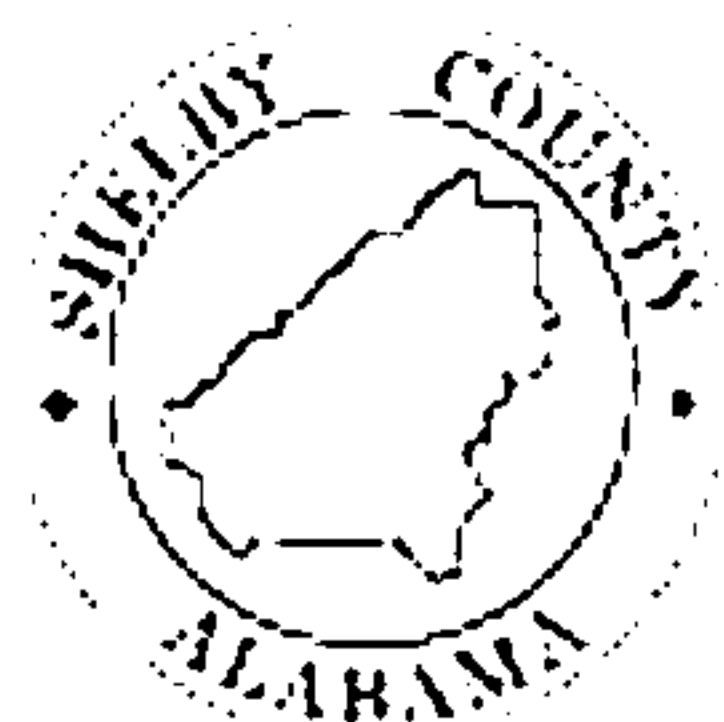
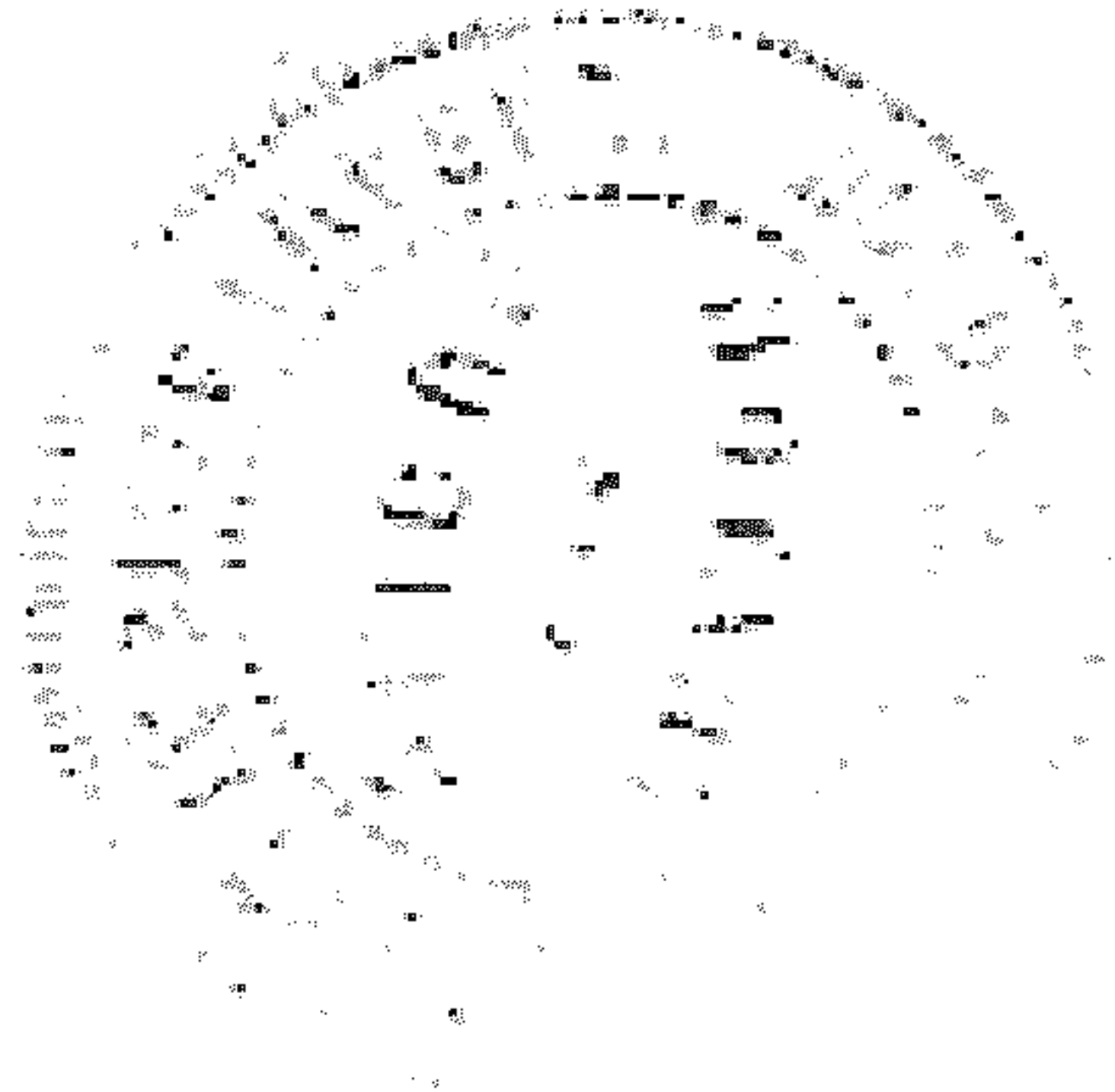
I, the undersigned, a Notary Public in and for said County in said State, do hereby certify that **ERVA GRIFFIN GUENTHER**, whose name is signed to the foregoing power of attorney and who is known to me, acknowledged before me on this day that, being informed of the contents of said power of attorney, she executed the same voluntarily on the day the same bears date.

Given under my hand and official seal on this the 20 day of July, 2021.

(NOTARIAL SEAL)

Woodie M. Branton

Notary Public
My Commission Expires: 01/30/2025



Filed and Recorded
Official Public Records
Judge of Probate, Shelby County Alabama, County
Clerk
Shelby County, AL
12/28/2021 11:49:41 AM
\$52.00 JOANN
20211228000608830

Allie S. Bayl