

General Durable Power of Attorney of Lily Min Zhao

I, **Lily Min Zhao**, of Birmingham, Alabama, am hereby creating a durable power of attorney under the laws of the State of Alabama. By this instrument I intend to create a Durable Power of Attorney under the Alabama Power of Attorney Act.

Notwithstanding any provision herein to the contrary, no person named as Agent herein may serve until such person has attained the age of nineteen (19).

I hereby revoke all powers of attorney, general or limited, heretofore created by me as principal and terminate all agency relationships created thereunder, including those of all successor Agents named therein, if any, except that the following powers shall remain in full force and effect: (a) powers granted by me on forms provided by financial institutions granting the right to write checks on, deposit funds to and withdraw funds from accounts to which I am a signatory or granting access to a safe deposit box; (b) powers granted by me on forms provided by the Internal Revenue Service and any state Department of Revenue or similar entity with respect to my representation concerning any tax matters; (c) powers granted by me in a durable power of attorney specifically dealing with general healthcare decisions; (d) powers granted by me in any instrument that is effective under law to require the withdrawal or withholding of life sustaining treatment or procedures; (e) powers granted by me to a healthcare proxy; and (f) powers granted by me in a specific or limited power of attorney dealing with a specific asset, transaction or time frame.

I hereby delegate to my Agent, Agents, and alternate Agents herein each and every power that I may lawfully delegate, subject only to those limitations specifically set forth in this instrument. It is my intent that this instrument shall be interpreted as a comprehensive full general power of attorney. The delineated powers hereinafter set forth are intended to explain and clarify the breath of powers delegated. The delineated powers are not intended to, nor shall they, limit or restrict this grant of a full and comprehensive general power of attorney.

Article One Appointment of Agent

Section 1.01 Initial Agent

I, **Lily Min Zhao**, appoint my husband, **James Jun Zhao**, to serve as my true and lawful Agent.

Section 1.02 Prior or Joint Agent Unable to Act

A successor Agent or an Agent serving jointly with another Agent may establish that the acting Agent or joint Agent is no longer able to serve as Agent, by signing an affidavit that states that the Agent is not available or is incapable of acting. The affidavit may (but need not) be supported by a death certificate of the Agent, a certificate showing that a guardian or conservator has been appointed for the Agent, a letter from a physician stating that the Agent is incapable of managing his or her own affairs, or a letter from the

Agent stating his or her unwillingness to act or delegating his power to the successor Agent.

Article Two

Effectiveness of Appointment - Durability Provision

Section 2.01 Effectiveness

The authority granted to my Agent under this power of attorney shall be effective immediately upon signing.

Section 2.02 Durability

The authority granted to my Agent under this power of attorney shall not be affected by my subsequent disability, incompetency, incapacity or lapse of time.

Section 2.03 Term of Durable Power of Attorney

This Durable Power of Attorney shall expire and terminate at the earlier of:

- (a) My death (except for any post-death matters allowed under the laws of Alabama), or
- (b) Upon my divorce or the annulment of my marriage, or
- (c) Upon my revocation of this Power of Attorney, or
- (d) As may otherwise be provided under the provisions of the Alabama Uniform Power of Attorney Act, Chapter 1A, Title 26, Code of Alabama 1975.

Section 2.04 Termination of Agent's Authority

This Agent's authority as granted herein shall expire and terminate at the earlier of:

- (a) My revocation of the Agent's authority, or
- (b) Upon my Agent's death, incapacity or resignation, or
- (c) Upon an action filed for the divorce or annulment of the Agent's marriage to me, as Principal, or our legal separation, or
- (d) Upon the termination of this Power of Attorney, or
- (e) As may otherwise be provided under the provisions of the Alabama Uniform Power of Attorney Act, Chapter 1A, Title 26, Code of Alabama 1975.

Article Three

Powers Granted to My Agent Over Assets

I grant my Agent the powers and general authority described in this Article Three and/or as elsewhere provided under the provision of my power of attorney so that my Agent may act on my behalf. In addition, my Agent may do everything necessary to exercise the powers listed below.

Section 3.01 Power to Fund

My Agent may transfer any of my assets or any interest I have in any property, tangible or intangible, real or personal, to the trustee of any revocable trust agreement ("trust")

created by me before or after the execution of this power of attorney, and including any trust that may extend beyond my incapacity or beyond my lifetime.

In order that my Agent may transfer property under this Section, I grant my Agent the following general powers for the specific purpose of transferring property to my trusts:

- (a) My Agent may transfer any interest I have in real or personal property, tangible or intangible to my trusts.
- (b) My Agent may assign any rights I have to receive income from any source to my trusts.
- (c) My Agent may execute all legal instruments and other documents necessary or convenient to transfer property to my trusts.
- (d) My Agent may terminate savings, checking, safekeeping, brokerage, investment advisory and custodial accounts in my name (alone or jointly with others) at any bank, broker or financial institution and transfer all or any part of my interest in the cash, stocks, bonds and securities of the accounts to my trusts.
- (e) My Agent may enter and remove my property from any safe-deposit box registered in my name (alone or jointly with others) and transfer the removed property to my trusts.
- (f) My Agent may designate the trust as beneficiary to receive any property, benefit or contract right on my death, or to change any existing designation to the trust as beneficiary.

Section 3.02 Power to Sell

My Agent is authorized to and may sell any and every kind of property that I may own now or hereafter acquire, real, personal, intangible and/or mixed, on such terms and conditions and security as my Agent shall deem appropriate and to grant options with respect to sales thereof, unless specifically limited by the other provisions of this power of attorney. Accordingly and subject to the provisions hereof, my Agent is authorized to and may sell any interest I own in any kind of property, real or personal, tangible or intangible, including any contingent or expectant interest, marital right and any right of survivorship incident to joint tenancy or tenancy by the entirety. My Agent is authorized to and may determine the terms of sale and may grant options with regard to sales.

My Agent is authorized to and may dispose of sales proceeds on my behalf as my Agent determines is appropriate.

Section 3.03 Power to Buy

My Agent is authorized to buy every kind of property, real, personal, intangible and/or mixed, on such terms and conditions as my Agent shall deem appropriate, unless specifically limited by the other provisions of this power of attorney. Accordingly and subject to the provisions hereof, my Agent may buy any kind of property, may determine the terms for buying property and may obtain options to buy property. In addition, my Agent may arrange to insure the purchased property, and otherwise arrange for its safekeeping.

My Agent is authorized to borrow money for the purposes described in this Section and to secure the loan in any manner my Agent determines is appropriate.

My Agent is authorized to repay from my funds any money borrowed by me or on my behalf and to pay for any purchases made or cash advanced using my credit cards.

Section 3.04 Power to Invest

My Agent may invest and reinvest all or any part of my property in any other property of whatever type, real or personal, tangible or intangible, and/or mixed, and whether located inside or outside the geographic borders of the United States and its possession or territories. Unless specifically limited by the other provisions of this power of attorney, my Agent may:

- (a) Invest in securities of all kinds, limited partnership interests, real estate or any interest in real estate whether or not productive at the time of investment, commodities contracts of all kinds, interests in trusts including investment trusts;
- (b) Participate in common, collective or pooled trust funds or annuity contracts;
- (c) Sell or otherwise terminate any investment made by me or on my behalf, and establish and terminate savings and money market accounts at banks and other financial institutions;
- (d) Establish and terminate accounts with securities brokers and use brokerage accounts to make short sales and to buy on margin, and pledge any securities held or purchased in brokerage accounts as security for loans and advances made to the account;
- (e) Establish and terminate agency accounts with corporate fiduciaries; and
- (f) Employ and fire financial and investment advisors.

Section 3.05 Power to Manage Real Property

With respect to real property, including but not limited to any real property I may hereafter acquire or receive and my personal residence, my Agent is authorized to lease, sublease and release and to eject and remove tenants or other persons. My Agent is authorized to mortgage and/or convey by deed of trust or otherwise encumber any real property now or hereafter owned by me, whether acquired by me or for me by my Agent. My Agent may manage any real property I now own or may acquire in the future including my personal residence. Unless specifically limited by the other provisions of this power of attorney, my Agent may:

- (a) Lease and sublease property for any period, and grant options to lease or subdivide property, even if the term of the lease, sublease or option extends beyond the term of this power of attorney;
- (b) Eject and remove tenants or other persons from property, and recover the property by all lawful means;
- (c) Collect and sue for rents;
- (d) Pay, compromise or contest tax assessments and apply for tax assessment refunds;
- (e) Subdivide, partition, develop, dedicate property to public use without consideration, or grant or release easements over my real property;

- (f) Maintain, protect, repair, preserve, insure, build upon, improve, demolish, abandon and alter all or any part of my real property;
- (g) Employ laborers;
- (h) Obtain or vacate plats and adjust boundaries;
- (i) Adjust differences in the property's value on exchange or partition by giving or receiving consideration;
- (j) Release or partially release real property from a lien;
- (k) Enter into any contracts, covenants and warranty agreements regarding my real property that my Agent considers appropriate; and
- (l) Encumber property by mortgage or deed of trust.

My Agent may accept real property as a gift or as security for a loan.

Section 3.06 Power to Deal with Environmental Matters

My Agent is authorized to inspect all real property owned either directly or indirectly by me and to deal with any environmental or health matters pertaining to such real property.

Section 3.07 Power to Manage Tangible Personal Property

With respect to personal property, my Agent is authorized to buy, collect, receive, manage, lease, protect, insure, alter, improve, mortgage, pledge, sell, or transfer any such personal property, whether owned currently or hereinafter acquired by me. My Agent may manage any tangible personal property I now own or may acquire in the future. Unless specifically limited by the other provisions of this power of attorney, my Agent may:

- (a) Lease and sublease property for any period, and grant options to lease or subdivide property, even if the term of the lease, sublease or option extends beyond the term of this power of attorney;
- (b) Recover my property by all lawful means;
- (c) Collect and sue for rents;
- (d) Pay, compromise or contest tax assessments and apply for tax assessment refunds;
- (e) Maintain, protect, repair, preserve, insure, improve, destroy, and abandon all or any part of my property; and
- (f) Grant security interests in my property.

My Agent may accept tangible personal property as a gift or as security for a loan.

Section 3.08 Power to Deal with Art Collection

My Agent shall have the authority to manage any collection of works of art owned by me. The terms "collection" or "works of art" shall include sculptures, paintings, drawings, water colors, etchings, photography, mixed media, glass, ceramics, pottery, and other similar artistic items generally deemed to have intrinsic value. My Agent shall have the authority to retain, store, lend, show, exhibit, or sell any or all of the items in the art collection and to purchase or acquire more items for the collection.

Section 3.09 Power to Operate Businesses

My Agent is authorized to continue the operation of any business, corporation, partnership, limited liability company, proprietorship, or other entity owned by me, including all things relating to the management, operation, financing, and sale of any such business in any manner my Agent deems appropriate. Unless specifically limited by the other provisions of this power of attorney, my Agent may:

- (a) Act as a director, general or limited partner, or associate or officer of the business;
- (b) Select and vote for directors, partners, associates and officers of the business and enter into owners' agreements with other owners of any business in which I have an interest;
- (c) Execute agreements and amendments to agreements necessary to the operation of the business including, but not limited to, stockholder agreements, partnership agreements, buy-sell agreements and operating agreements for limited liability companies;
- (d) Hire and fire employees;
- (e) Pay employees' salaries and provide for employee benefits;
- (f) Employ legal, accounting, financial and other consultants;
- (g) Continue, modify, terminate, renegotiate and extend any contracts with any person, firm, association or corporation;
- (h) Execute business tax returns and other government forms required for my business;
- (i) Pay all business related expenses;
- (j) Transact business for me in my name and on my behalf;
- (k) Contribute additional capital to the business;
- (l) Change the name or the form of the business;
- (m) Incorporate the business;
- (n) Enter into a partnership agreement with other persons;
- (o) Join in a plan to reorganize or consolidate my business, or merge my business with any other business;
- (p) Establish the value of the business under "buy-out" or "buy-sell" agreements to which I am a party;
- (q) Create, continue or terminate retirement plans for my business' employees and make contributions required by those plans;
- (r) Advance money or other property to the business and make loans of cash or securities to the business as my Agent considers appropriate; and
- (s) Borrow for the business and secure any loans with business assets or my personal assets.

My Agent may sell, liquidate or close a business upon terms my Agent considers appropriate, including a sale in exchange for cash, a private annuity and an installment note or any combination of those arrangements.

Section 3.10 Power to Manage Partnership Interests

My Agent may manage any general, limited or special partnership interest I own now or in the future. Unless specifically limited by the other provisions of this power of attorney, my Agent may:

- (a) Exercise any right, power, privilege or option I may have or may claim under any contract with the partnership;
- (b) Modify or terminate my interest on terms and conditions my Agent considers appropriate;
- (c) Enforce the terms of the partnership agreement for my protection by instituting or maintaining any action, proceeding or otherwise as my Agent considers appropriate; and
- (d) Defend, arbitrate, settle or compromise any action or other legal proceeding to which I am a party because of my membership in the partnership.

Section 3.11 Power to Exercise Rights in Securities

My Agent may exercise all rights regarding securities that I own now or in the future. Specifically, but not limited to, my Agent may:

- (a) Buy, sell, and exchange all types of securities and financial instruments including but not limited to stocks, bonds, mutual funds and commodity futures contracts and call and put options on stocks and stock indexes;
- (b) Receive certificates and other evidences of ownership with regard to securities;
- (c) Hold securities in bearer or uncertified form and use a central depository, clearing agency or book-entry system such as The Depository Trust Company, Euroclear or the Federal Reserve Bank of New York;
- (d) Place all or any part of my securities in the custody of a bank or trust company or in the name of its nominee;
- (e) Employ a broker-dealer as custodian for my securities and register the securities in the name of the broker-dealer or its nominee;
- (f) Exercise voting rights with respect to securities in person or by proxy, enter into voting trusts, and consent to limitations on the right to vote;
- (g) Participate in any reorganization, recapitalization, merger or similar transaction; and
- (h) Exercise any subscription rights, option rights (whether or not qualified under the Internal Revenue Code) or other rights to which I am entitled now or in the future, or to sell and dispose of these rights, and, if required, to sign my name to rights, warrants or other similar instruments.

Section 3.12 Power to Collect, Demand, Receive and Settle My Obligations

My Agent is authorized to demand, settle, sue for, collect, receive, deposit, expend for my benefit, reinvest or make such other appropriate disposition of as my Agent deems appropriate, all cash, rights to the payment of cash, property, real, personal, intangible and/or mixed, debts, dues rights, accounts, legacies, bequests, devises, dividends, annuities, rights and/or benefits to which I am now or may in the future become entitled.

In doing so, my Agent is authorized to and may demand, sue for, arbitrate, settle, compromise, receive, deposit, expend for my benefit, reinvest or otherwise dispose of these matters as my Agent determines appropriate.

My Agent may use all lawful means and methods to recover these assets and rights, to qualify me for benefits and claim benefits on my behalf, and to compromise claims and grant discharges regarding the matters described in this Section. My Agent may convert my assets into assets that do not disqualify me from receiving benefits, or my Agent may divest my assets altogether. In any divestment action or asset conversion, I direct my Agent to avoid disrupting the dispositive provisions of my estate plan as established by me prior to my incapacity.

Section 3.13 Power to Exercise Elective Share Rights

My Agent is authorized to elect to take against any will and conveyances of my deceased spouse and/or any other person, if appropriate, and to retain any property which I have the right to elect to retain, as my Agent deems appropriate.

Section 3.14 Power Regarding Governmental Benefits

All powers described in this Section are exercisable with respect to all federal and state (or any subdivision thereof) programs existing when this power of attorney was executed or for which I become eligible after this power of attorney is executed. The power of attorney shall extend to any state in which I live when my Agent's powers become effective.

My Agent is appointed as my "Representative Payee" for the purposes of receiving Social Security benefits. My Agent may collect all benefits payable to or for my benefit by any governmental agency or body, such as Supplemental Social Security (SSI), Medicaid, Medicare, and Social Security Disability Insurance (SSDI). My Agent shall have the full power to represent me and deal in all ways necessary concerning rights or benefits payable to me by any governmental agency including, without limitation, Supplemental Social Security Income (SSSI), Medicaid and Social Security Disability Insurance (SSDI).

My Agent may:

- (a) Gift or otherwise spend down my estate for Medicaid eligibility and planning.
- (b) Execute vouchers in my name for allowances and reimbursements payable to me by the United States, a foreign government, a state, or a subdivision of a state to me, including allowances and reimbursements for my transportation, children's and other individual's customarily or legally entitled to be supported by me, and for shipment of their household effects.
- (c) Take possession, remove and ship any of my property from a post, warehouse, depot, dock, or other place of storage, whether governmental or private, and execute and deliver a release, voucher, receipt, bill of lading, shipping ticket, certificate, or other instrument for that purpose.
- (d) Prepare, file, and prosecute my claims for benefits or assistances, financial or otherwise, for any claim to which I am entitled under a statute or government regulation.

- (e) Prosecute, defend, arbitrate, settle, and propose or accept a compromise with respect to any benefits I may be entitled to receive.
- (f) Receive the financial proceeds of any type of claim described in this Section and invest, disburse, or use the proceeds on my behalf for any lawful purpose.
- (g) Sign on my behalf any document necessary to permit my return to my residence following my incapacity or other condition that prevents me from currently living there.
- (h) Execute any trust agreement described in 42 U.S.C. § 1396p (d)(4) with any trustee or trustees that my Agent selects. In addition, my Agent may deliver and convey any or all of my assets to the trustee or trustees of the trust as well as designate the trust as payee of any income to which I may be entitled.

Section 3.15 Power Regarding My Retirement Plans and Other Employee Benefits

My Agent is authorized to create and contribute to an employee benefit plan for my benefit; to elect my retirement; to select any payment option; to make voluntary contributions; to make “roll-overs” of plan benefits into other retirement plans; to apply for and receive payments and benefits; to waive rights given to non-employee spouses under state or federal law; to borrow money and purchase assets from such plans; to make and change beneficiary designations; and to consent and/or waive consent in connection with the designation of beneficiaries. My Agent is authorized either to create, fund, and/or make a conversion of an existing IRA into a Roth IRA or, where permissible and appropriate to re-convert from a Roth IRA back to a regular IRA. Any income tax liability related to such conversion to a Roth IRA shall be my obligation. My Agent may exercise all rights and collect all qualified retirement benefits to which I am entitled now or in the future. Specifically, but not limited to, my Agent may:

- (a) Establish, using any of my assets, one or more qualified retirement plans in my name;
- (b) Make contributions, including “rollover” contributions, or cause contributions to be made, to any qualified retirement plan my Agent considers appropriate using my assets;
- (c) Receive and endorse checks and other distributions to me from any qualified retirement plans, or arrange for the direct deposit of those checks or distributions in any of my accounts;
- (d) Elect any form of payment from my qualified retirement plans and to withdraw benefits on my behalf from the IRAs and retirement plans;
- (e) Make, exercise, waive or consent to any and all elections and options that I may have regarding contributions to qualified retirement plans, investments and administration of the retirement plans, and distribution or other forms of qualified retirement benefits available to me;
- (f) Convert all or a portion of a qualified retirement plan to a Roth IRA under Section 408A of the Internal Revenue Code (or other similar qualified retirement plan); and

(g) Borrow money, purchase assets from any of my qualified retirement plans and sell assets to any of my qualified retirement plans if the plan authorizes these actions.

My Agent may make primary and contingent beneficiary designations, whether revocable or irrevocable, change primary and contingent revocable beneficiary designations, and consent or waive consent in connection with the designation of primary and contingent beneficiaries and the selection of joint and survivor annuities under any employee benefit plan. But my Agent may not directly or indirectly designate a greater share or portion of any benefit than my Agent would have otherwise received unless all other beneficiaries under the IRA or plan consent to the change in beneficiary designation.

For all purposes of this Section, "qualified retirement plan" means a plan qualified under Section 401 of the Internal Revenue Code, an individual retirement arrangement under Section 408 or Section 408A or a tax-sheltered annuity under Section 403. The term "qualified retirement benefits" means the amounts held in or distributed pursuant to a plan qualified under Section 401, an individual retirement arrangement under Section 408 or Section 408A, a tax-sheltered annuity under Section 403 or any other benefit subject to the distribution rules of Section 401(a)(9).

Section 3.16 Power Regarding Bank Accounts

My Agent is authorized to establish accounts of all kinds, including checking and savings, for me with financial institutions of any kind, including but not limited to banks and thrift institutions; to make deposits to and write and/or sign checks on or make withdrawals from and grant security interests in all accounts in my name or with respect to which I am authorized signatory; to negotiate, endorse or transfer any checks or other instruments with respect to any such accounts; and to contract for any services rendered by any bank or financial institution. My Agent may modify, terminate, make deposits to, write and/or sign checks on, make withdrawals from and grant security interests in any account in my name or to which I am an authorized signatory, except accounts held by me in a fiduciary capacity. In exercising this authority, it does not matter whether or not the account was established by me or for me by my Agent. My Agent is authorized to negotiate, endorse or transfer any check or other instrument with respect to any account, to contract for any services rendered by any bank or financial institution, and to execute, on my behalf as principal, any agency or power of attorney forms furnished by a bank with respect to accounts with the bank that appoints the bank or any person as my agent.

If more than one Agent is serving concurrently under this power of attorney, the signature of any one of them is sufficient to endorse checks or drafts and to draw checks or drafts on my financial accounts.

Section 3.17 Power With Respect to Safe-Deposit Boxes

My Agent is authorized to contract with any institution for the maintenance of a safe-deposit box; to have access to all safe-deposit boxes in my name or with respect to which I am a signatory; to add to and remove from the contents of any such safe deposit box; and to terminate box leases. My Agent is authorized to and may have access to any safe-deposit box in my name or with respect to which I am an authorized signer. This Section will apply whether or not the contract for the safe-deposit box was executed by me alone

or jointly with others or by my Agent in my name. My Agent may also add to or remove the contents of a safe-deposit box, or terminate any rental contract for a safe-deposit box.

Section 3.18 Power to Prosecute and Defend Legal and Other Actions

My Agent is authorized to and may institute, supervise, prosecute, defend, intervene in, abandon, compromise, adjust, arbitrate, settle, dismiss, and appeal from any and all legal, equitable, judicial or administrative hearings, actions, suits, proceedings attachments, arrests or distresses involving me in any way. This authority includes, but is not limited to, claims by or against me arising out of property damage or personal injury suffered by or caused by me or under circumstances such that the resulting loss may be imposed on me. My Agent may otherwise engage in litigation involving me, my property or my legal interests, including any property, interest or person for which or whom I have or may have any responsibility.

Section 3.19 Power to Manage Membership Plans and Accounts

My Agent is authorized to open, manage, use, transfer, gift, and close on my behalf membership plans and accounts.

Section 3.20 Power to Loan and Borrow Money

My Agent is authorized to borrow money from any lender for my account on such terms and conditions and security as my Agent shall deem appropriate; and to borrow money on any life insurance policies owned by me on my life. My Agent is authorized to and may make secured or unsecured loans to any person, entity, trust or estate on my behalf, for any term or payable on demand, with or without interest. My Agent may enter into or modify the terms of any mortgage, deed of trust or security agreement made in connection with any loan and may release or foreclose on the mortgage, deed of trust, or security.

My Agent may borrow money on my behalf at interest rates and on other terms that my Agent considers advisable from any person, institution or other source including, if my then-acting Agent is a corporate fiduciary, its own banking or commercial lending department.

My Agent may encumber my property by mortgages, pledges, and other hypothecation and shall have the power to enter into any mortgage or deed of trust even though the term of the mortgage or deed of trust may extend beyond the term for which this power of attorney is effective.

My Agent may borrow money for any purpose on any life insurance policy owned by me on my life even though the term of the loan may extend beyond the term for which this power of attorney is effective. My Agent may grant a security interest in the policy to secure the loan. In this regard, my Agent may assign and deliver the policy as security. No insurance company will be under any obligation to determine the necessity of the loan or how my Agent applies the loan proceeds.

Section 3.21 Power to Create, Fund, Amend, and Terminate Revocable Trusts

My Agent is authorized to execute, amend, fund, withdraw, and terminate a revocable trust agreement with such trustee or trustees as my Agent shall select, which trust shall provide that all income and principal shall be paid to me, to some person for my benefit or applied for my benefit in such amounts as I or my Agent shall request or as the trustee

or trustees shall determine, and that on my death any remaining income and principal shall be paid to my Personal Representative.

Section 3.22 Power to Create and Fund Trusts to Qualify for Governmental Assistance

My Agent is authorized to create and execute any trust(s), including, without limitation, any irrevocable trust(s), to allow me to qualify for Medicaid and other governmental benefit. To the extent permissible by law, during my lifetime income and/or principal may be made available to me or for my benefit. At my death the trust shall distribute in accordance with state or federal laws with any remainder paid to my personal representative for inclusion in my estate.

Section 3.23 Power to Create Qualified Personal Residence Trust

My Agent is authorized to execute a Qualified Personal Residence Trust for my benefit and transfer my residence to the Trust.

Section 3.24 Power to Fund Trusts Created by the Principal

My Agent is authorized to transfer from time to time and at any time to the trustee or trustees of any revocable trust agreement created by me before or after the execution of this instrument any and all of my cash, real or personal property of all kinds, or interests in property.

Section 3.25 Power to Withdraw Funds from Trusts

My Agent is authorized to withdraw and/or receive the income or corpus of any trust over which I may have a right of receipt or withdrawal; to request and receive the income or corpus of any trust with respect to which the trustee thereof has the discretionary power to make distributions to or on my behalf, and to execute and deliver to such trustee or trustees a receipt and release or similar document for the income or corpus so received; and to exercise in whole or in part, release or let lapse any power of appointment held by me, whether general or special, or any power of amendment or revocation under any trust including any trust with respect to which I may exercise any such power only with the consent of another person, even if my Agent is such other person, whether or not such power of appointment was created by me, subject however, to any restrictions on such exercise imposed on my Agent and set forth in other provisions of this instrument.

Section 3.26 Power to Renounce or Resign from Fiduciary Positions

My Agent is authorized to renounce any fiduciary position to which I have been or may be appointed or elected, and any office or position to which I have been or may be elected or appointed; to resign any such positions; and to file an accounting with a court of competent jurisdiction or settle on an informal method as my Agent shall deem appropriate. My Agent may resign or renounce for me any fiduciary position I hold now or in the future including personal representative, trustee, guardian, attorney-in-fact, and officer or director of a corporation and any governmental or political office or position. In so doing, my Agent may file an accounting with the appropriate court of competent jurisdiction or settle on the basis of a receipt, release or other appropriate method.

Section 3.27 Power to Disclaim, Renounce, Release, or Abandon Property Interests

My Agent is authorized to renounce, disclaim, release, or abandon any property or interest in property or powers to which for any reason and by any means I may become entitled, whether by gift, testate or intestate succession, including the right to alter, amend, revoke, or terminate, and to exercise any right to claim an elective share in any estate or under any will. My Agent may renounce and disclaim any property or property interest or power to which I may become entitled by gift, testate or intestate succession. My Agent may release or abandon any property interest or power that I may own or hold now or in the future, including any interest in, or right over, a trust, including the right to alter, amend, revoke or terminate the trust. My Agent may claim an elective share in any estate or under any will. But my Agent may not make any disclaimer that is expressly prohibited by the law or other provisions of this power of attorney.

Section 3.28 Power with Respect to Insurance

My Agent is authorized to purchase, maintain, surrender, collect, or cancel life insurance or annuities, hospital insurance, medical insurance, Medicare supplement insurance, custodial care insurance, long-term care insurance, and disability income insurance for me or any of my dependents, and liability insurance on assets of mine against loss or damage.

Section 3.29 Power Regarding Taxes

My Agent is authorized to represent me in all tax matters; to prepare, sign, and file federal, state, and/or local income, gift and other tax returns of all kinds, including, where appropriate, joint returns, FICA returns, payroll tax returns, claims for refunds, requests for extensions of time to file returns and/or pay taxes, extensions and waivers of applicable periods of limitation, protests and petitions to administrative agencies or courts, including the tax court, regarding tax matters, and any and all other tax related documents, including but not limited to consents and agreements under Section 2032A of the Internal Revenue Code or any successor section thereto and consents to split gifts, closing agreements, and any power of attorney form required by the Internal Revenue Service and/or any state and/or local taxing authority with respect to any tax year; to pay taxes due, collect and make such disposition of refunds as my Agent shall deem appropriate, post bonds, receive confidential information and contest deficiencies determined by the Internal Revenue Service and/or any state and/or local taxing authority; to exercise any election I may have under federal, state or local tax law; to allocate any generation-skipping tax exemption to which I am entitled, and generally to represent me or obtain professional representation for me in all tax matters and proceedings of all kinds and for all periods before all officers of the Internal Revenue Service and state and local authorities and in any and all courts; to engage, compensate and discharge attorneys, accountants and other tax and financial advisers and consultants to represent and/or assist me in connection with any and all tax matters involving or in any way related to me or any property in which I have or may have an interest or responsibility; and on my behalf to execute IRS Form 2848 and appoint my Agent or any suitable person selected by my Agent as my representative before the Internal Revenue Service. My Agent may represent me in all tax matters and proceedings before any agent or officer of the Internal Revenue Service, state and local authorities and in any court, for all periods.

My Agent may:

- (a) Prepare, sign, and file all federal, state, and local tax returns including income, gift, FICA and payroll tax returns on my behalf;
- (b) Prepare, sign, and file claims for refunds, requests for extensions of time to file returns or pay taxes, extensions and waivers of applicable periods of limitation, protests and petitions to administrative agencies or courts (including, but not limited to, the United States Tax Court);
- (c) Sign consents and agreements under Section 2032A of the Internal Revenue Code or any successor section and consents to split gifts, closing agreements, and any power of attorney form required by the Internal Revenue Service or any state or local taxing authority with respect to any tax year;
- (d) Pay taxes due, collect and dispose of refunds as my Agent determines appropriate, post bonds, receive confidential information and contest deficiencies determined by the Internal Revenue Service or any state or local taxing authority;
- (e) Exercise any election I have under federal, state or local tax law and allocate any generation-skipping tax exemption to which I am entitled; and
- (f) Engage representation for me in any and all tax proceedings by attorneys-at-law, Certified Public Accountants, enrolled agents, and other licensed tax professionals.

Section 3.30 Power to Deal with My Spouse

If I am married, my Agent may deal with my spouse on my behalf. In dealing with my spouse, my Agent may partition, transfer and exchange any of my marital property estate, whether separate or community property between my spouse and me. My Agent may enter into and execute on my behalf marital property agreements, partition and exchange agreements or community property agreements or may enforce, amend or revoke any marital property agreement between my spouse and me but only with respect to rights in and obligations with respect to property owned by my spouse, by me or by both of us and with respect to reclassification of management and control over our property.

Section 3.31 Power to Make Gifts

My Agent is authorized to make gifts, grants or other transfers without consideration either outright or in trust (including the forgiveness of indebtedness and the completion of any charitable pledges I may have made) as hereinafter described:

- (a) Annual Exclusion Gifts. My Agent may make gifts that qualify for treatment under Section 2503(b) of the Code, with or without spousal gift-splitting so that such gifts are not subject to either the federal gift tax or to the federal generation-skipping transfer tax.
- (b) Transfers for Educational or Medical Expenses. My Agent may make gifts for educational or medical purposes as described in Section 2503(e)(2) of the Code and in such a way as not to be subject to the federal gift tax.
- (c) Charitable Deduction Gifts. My Agent may make gifts that qualify for the federal gift tax charitable deduction.
- (d) Gifts shall only be made to my spouse, to my children and their descendants, and to organizations described in Sections 501(c)(3) and

170(b)(1)(A) of the Code. Gifts may be made outright, in trust or otherwise (including gifts to a custodian under a uniform gifts or uniform transfer to minors act). Subject to the foregoing, gifts may be made in such amounts and in such proportions as my Agent may deem appropriate for tax or other reasons.

(e) If my Agent makes a gift to a descendant of mine, I prefer that my Agent shall make gifts of substantially the same amount to all other descendants in the same generation. However, I do not limit the authority of my Agent, and, to the contrary, my Agent shall have full power, discretion, and authority to make the total amount of all gifts in any year to any descendant of mine or such descendant's spouse. Also, in making a gift to a class comprised of individuals, my Agent may make gifts to any one or more persons comprising such class, in such proportions and amounts, without regard to equality of distribution, in trust or otherwise, as my Agent may determine.

(f) For purposes of this Section, "my beneficiaries" shall mean my descendants and beneficiaries, including contingent beneficiaries, named in my Will or my revocable living trust.

(g) My Agent shall not be ineligible to receive a gift under this paragraph by reason of serving as my Agent.

(h) In connection with tax procedures occasioned by gifts made by my Agent on my behalf or gifts as to which I may consent:

(i) My Agent is authorized and directed at my expense to cause federal and local gift tax and generation-skipping transfer tax returns to be prepared and filed on my behalf, if necessary, and to pay any tax shown to be due.

(ii) My Agent may consent to gift splitting with my (husband/wife) with respect to any gifts made by my (husband/wife), and may agree to have any gift tax that may be due to be paid by the recipient.

(i) My Agent may make gifts on my behalf. In order to make gifts, my Agent may withdraw assets from any trust created by me and from which I may withdraw assets.

(j) My Agent may forgive any debts owed to me, and any debt forgiven will be considered a gift to the debtor.

(k) As mentioned in Section 3.14, my Agent may gift or otherwise spend down my estate for Medicaid eligibility and planning.

(l) My Agent may make gifts on the following terms and conditions:

(i) Continuation of My Gifting. My Agent may honor pledges and continue to make gifts to charitable organizations that I have regularly supported in the amounts I have customarily given. My Agent may make gifts in order to assure the continuation of any gifting program initiated by me prior to the time I became incapacitated.

My Agent may make special occasion gifts to my estate plan beneficiaries, family members, or friends, in equal or unequal amounts, that reflect my past giving and my relationship with such individuals.

(ii) Gifts to My Agent. I specifically authorize gifts to my Agent, but only a Special Agent appointed under the provisions of Section 8.17 may make gifts to my Agent. My Agent may not make gifts to himself or herself, his or her estate, his or her creditors, or the creditors of his or her estate.

(iii) Gifts to My Beneficiaries. My Agent may make gifts on my behalf, limited in amount to the federal annual gift tax exclusion amount, to or for the benefit of my beneficiaries if my Agent considers the gift to be in my best interest or in the best interest of the beneficiary, including, without limitation, the minimization of income, estate, inheritance or gift taxes.

(iv) Gifts for Tuition. My Agent may prepay the cost of tuition for any of my beneficiaries. My Agent shall make the payments directly to the educational institution or by establishing and contributing to a Qualified State Tuition Program established under Section 529 of the Internal Revenue Code.

(v) Gifts for Medical Expenses. My Agent may pay medical expenses for any of my beneficiaries as permitted under Section 2503(e) of the Internal Revenue Code. My Agent shall make the payments directly to the medical provider.

(vi) Methods of Making Gifts. My Agent may make gifts of my property under this Section outright, in trust or in any other manner that my Agent considers appropriate.

By way of example and without limiting my Agent's powers under this Section, my Agent is specifically authorized to make gifts by creating tenancy in common and joint tenancy interests or establishing irrevocable trusts including charitable or non-charitable split interest trusts. My Agent may make gifts by establishing and contributing my property to corporations, family limited partnerships, limited liability partnerships, limited liability companies or other similar entities and by making gifts of interests in any of those entities.

To accomplish the objectives described in this subsection, my Agent may establish and maintain financial accounts of all types and may execute, acknowledge, seal and deliver deeds, assignments, agreements, authorizations, checks and other instruments. My Agent may prosecute, defend, submit to arbitration, settle or propose or accept a compromise with respect to a claim existing in favor of or against me based on or involving a gift transaction on my behalf. My Agent may intervene in any related action or proceeding.

My Agent may perform any other act my Agent considers necessary or desirable to complete a gift on my behalf in accordance with the provisions of this Section.

(vii) Standard for Making Gifts. It is my desire that in making gifts on my behalf, my Agent consider the history of my gift making and my estate plan. To the extent reasonably possible, I direct my Agent to avoid disrupting the dispositive provisions of my estate plan as established by me prior to my incapacity.

(viii) Ratification of Gifts. I specifically ratify any gifts made by my Agent under the terms of this power of attorney.

Section 3.32 Power to Provide Support to Others

My Agent is authorized to support and/or continue to support any person whom I have undertaken to support or to whom I may owe an obligation of support, in the same manner and in accordance with the same standard of living as I may have provided in the past; provided, however, that if at any time that my Agent shall act under this clause I am legally separated or divorced from my spouse, any support provided to such spouse by my Agent shall be limited to such support as may be required by law.

Section 3.33 Power to Oversee Qualified State Tuition Plans

My Agent is authorized to create, fund, modify, and terminate one or more “qualified state tuition plans” created under section 529 of the Internal Revenue Code.

Section 3.34 Power to Make Loans

My Agent is authorized to lend, renew, or extend money and property at such interest rate, if any, and on such terms and conditions, and with such security, if any, as my Agent may deem appropriate.

Article Four Care and Control of Principal

My Agent may, in my Agent’s sole and absolute discretion, exercise the powers with respect to the control and management of my person as provided below.

Section 4.01 Power to Provide for My Support

My Agent is authorized to and may do anything reasonably necessary to maintain my customary standard of living, including:

- (a) Maintain my residence by paying all operating costs, including, but not limited to, interest on mortgages or deeds of trust, amortization payments, repairs and taxes, or by purchasing, leasing or making other arrangement for a different residence;
- (b) Provide normal domestic help;
- (c) Provide clothing, transportation, medicine, food and incidentals; and
- (d) Make all necessary arrangements, contractual or otherwise, for my care at any hospital, hospice, nursing home, convalescent home or similar establishment, or in my own residence should I desire it, and assure that all of my essential needs are met wherever I may be.

Section 4.02 Power to Provide for My Personal Care

My Agent may make all decisions related to my personal care, including but not limited to, providing for my food and clothing, transportation, recreation, entertainment, and other activities of daily life.

Section 4.03 Power to Provide for Support of Dependents

My Agent may make payments as my Agent deems necessary for the health, education, maintenance or support of those my Agent determines to be dependent on me for support.

Section 4.04 Power to Protect or Dispose of Property

If my Agent determines that I will never be able to return to my residence from a hospital, hospice, nursing home, convalescent home or similar facility, my Agent may dispose of my residence. In so doing, my Agent may sell, lease, sublease or assign my interest on terms and conditions that my Agent considers appropriate.

My Agent may store and safeguard any items of tangible personal property remaining in my residence and pay all storage costs. Alternatively, my Agent may sell any items that my Agent believes I will never need again on terms and conditions that my Agent considers appropriate.

As an alternative to storing my tangible personal property, my Agent may transfer custody and possession, but not title, of any property item to the person named in my Will or my revocable living trust as the person entitled to receive that property item on my death.

Section 4.05 Power to Provide for My Recreation and Travel

My Agent is authorized to provide opportunities for me to engage in recreation and sports activities, including travel, as my health permits. My Agent is authorized to and may, at my expense, allow me to engage in recreational and sports activities as my health permits, including travel.

Section 4.06 Power to Provide for Religious and Spiritual Needs

My Agent is authorized to provide for the presence of religious clergy, and to maintain my memberships in religious organizations. My Agent is authorized to and may provide for my religious and spiritual needs, including involvement of religious clergy and spiritual leaders in my care and my membership in religious and spiritual organizations consistent with my religious beliefs. My Agent may purchase religious books, tapes and other materials for my use and benefit.

Section 4.07 Power to Provide for Companionship

My Agent is authorized to provide for such companionship for me as will meet my needs and preferences at a time when I am disabled or otherwise unable to arrange for such companionship myself.

Section 4.08 Power to Make Advance Funeral Arrangements

My Agent is authorized to make advance arrangements for my funeral and burial, including the purchase of a burial plot and marker, and such other related arrangements as my Agent shall deem appropriate, if I have not previously done so myself. I designate my Agent to control the disposition of my remains upon my death. If I leave specific written directions concerning the disposition of my remains, my Agent shall substantially

comply with those directions provided the directions are lawful and there are sufficient resources in my estate to carry out those directions.

Section 4.09 Power to Change Domicile

My Agent is authorized to establish a new residency or domicile for me, as my Agent shall deem appropriate.

Section 4.10 Designation of Agent as HIPAA Personal Representative

This Durable Power of Attorney authorizes my Agent to act on my behalf pertaining to me and my property. Some of these decisions also deal with decisions that relate to my health and healthcare matters. I therefore grant and confirm that my Agent also shall be treated as a "Personal Representative" under the Health Insurance Portability and Accountability Act of 1996 and its regulations (including 45 C.F.R. § 164.502(g)(2)) for all purposes relating to my "Protected Health Information." My Agent is authorized to request and receive all Protected Health Information and all other types of my medical records and information from my doctors, hospitals, and any other medical facility or provider.

Article Five Incidental Powers

In connection with the exercise of the powers and discretions herein described, my Agent is fully authorized and empowered to perform any acts and things and to execute and deliver any documents, instruments, affidavits, certificates and papers necessary or appropriate to such exercise or exercises, in accordance with the provisions of this Article Five, Incidental Powers.

Section 5.01 Power to Resort to Courts

My Agent is authorized to seek on my behalf and at my expense a declaratory judgment, mandatory injunction, or suit for damages from any court of competent jurisdiction. My Agent may commence any court proceedings necessary to protect my legal rights and interests under this power of attorney including, but not limited to:

- (a) Actions for declaratory judgments from any court of competent jurisdiction interpreting the validity of this power of attorney and any of the acts sanctioned by this power of attorney; provided, however, that my Agent need not seek a declaratory judgment to perform any act sanctioned by this power of attorney;
- (b) Actions for mandatory injunctions requiring any person or entity to comply with my Agent's directions as authorized by this power of attorney; and
- (c) Actions for actual and punitive damages and the recoverable costs and expenses of such litigation against any person or entity who negligently or willfully fails or refuses to follow my Agent's directions as authorized by this power of attorney.

Section 5.02 Resolution of Claims and Charges through Arbitration

My Agent is authorized to use binding arbitration as a means to institute, defend, or resolve any and all legal and equitable claims or controversies.

Section 5.03 Power to Employ and Discharge Personnel

My Agent is authorized to employ, compensate and discharge such domestic and professional personnel, including lawyers, accountants, financial consultants, advisors, consultants, servants and employees, as my Agent deems appropriate. My Agent may employ and remove investment advisors, accountants, auditors, depositories, custodians, brokers, consultants, attorneys, expert advisors, agents and employees to advise or assist my Agent as my Agent considers appropriate.

Section 5.04 Power to Sign Documents and Incur Costs

My Agent is authorized to sign, execute, endorse, seal, acknowledge, deliver, and file or record instruments and documents appropriate to effectuate the powers delegated herein; to incur costs on my behalf and to promptly pay such costs, and to expend my funds and to liquidate my property or to borrow money to produce such funds needed. My Agent may sign, execute, endorse, seal, acknowledge, deliver and file or record all appropriate legal documents necessary to exercise the powers granted under this power of attorney.

Section 5.05 Power to Submit Costs for Payment

If my Agent incurs costs in performing any powers granted under this power of attorney, or in enforcing compliance with the powers given to my Agent under this power of attorney, my Agent may submit those costs to any person who has the authority to pay those costs such as the trustee of my revocable living trust or to my guardian or conservator. My trustee, conservator or guardian shall promptly pay those costs.

Section 5.06 Power Regarding My Mail

My Agent may open, read, respond to and redirect my mail. My Agent may represent me before the U.S. Postal Service and all other mail or package carriers in any matter relating to mail or delivery services including the receipt of certified mail.

Section 5.07 Power Regarding Memberships

My Agent may establish, cancel, continue or initiate my membership in organizations and associations of all kinds.

Section 5.08 Power Regarding Custody of Documents

My Agent may take, give or deny custody of my important documents, including my Will and any codicils, trust agreements, deeds, leases, life insurance policies, contracts or securities. My Agent may disclose or not disclose the whereabouts or contents of those documents as my Agent believes appropriate.

Section 5.09 Power to Care for My Pets

My Agent may provide for the housing, support, and maintenance of my pet animals. My Agent may contract for and pay the expenses of their proper veterinary care and treatment. But if my Agent decides that the care and maintenance of my pet animals is unreasonably expensive or burdensome, my Agent may give the pet animals to persons willing to care for and maintain them.

Section 5.10 Deal with Contracts and Agreements

My Agent is authorized to deal with contracts or agreements in my name that are necessary, appropriate, or pertaining to any of the delegated powers contained in this

Power of Attorney and to incur costs and expenses related to such contracts and agreements.

Section 5.11 Payment of Medical Expenses

My Agent is directed to pay, or cause to be paid, all bills incurred and presented by any healthcare agent or healthcare proxy.

Section 5.12 Borrow, Spend, Liquidate, Secure

My Agent is authorized to expend my funds and to liquidate my property or to borrow money to produce such funds and to secure any such borrowings with security interests in any property, real, personal, or intangible that I may now or hereafter own.

Section 5.13 Control of Electronic Media

My Agent is authorized to take control of, read, write, reply, conduct, continue, or terminate any e-mail, accounts on any electronic media, websites, domain and other registration names, including the power to obtain and use passwords and the power to deal with, sell or terminate such accounts.

Section 5.14 Add Legal Descriptions

My Agent is authorized to supplement this instrument by adding or modifying the descriptions of any property, real, personal, intangible or mixed, which I may now or hereafter own, in whole or in part.

Section 5.15 Authorization to Deal with non-United States Accounts, Reporting, and Indemnification

My Agent is authorized to file, either in my name and on my behalf or in the Agent's name all require reports disclosing the ownership, signatory authority, or control over any non-United States financial accounts of all kinds and nature. The costs of the preparation and filing of all such reports shall be paid for me from my assets. I further indemnify my Agent for all such acts or omission resulting from or related my ownership of any non-United States financial accounts.

Section 5.16 Statement of Agent's General Duties

Notwithstanding any other provision of this Power of Attorney to the contrary, any Agent, who has accepted the position and responsibility under this Power of Attorney, shall act in good faith, with loyalty, care, competence, and diligence, only within the scope of authority actually delegated, and in accordance with the Principal's expressed or implied reasonable expectations without conflict of interest for the Principal's best interests.

Section 5.17 Coordination with Healthcare Agent

My Agent shall cooperate with any individual, who the Principal has appointed as the Principal's healthcare agent or proxy, to assist that individual to carry out the Principal's healthcare intentions to the extent known to the Agent.

Article Six

Restrictions on Powers

Notwithstanding any provision herein to the contrary, my Agent shall: (a) have no power or authority whatsoever with respect to any interest in or incidents of ownership in any policy of insurance I may own on the life of my Agent; (b) have no power or authority whatsoever with respect to (i) any irrevocable trust created by my Agent as to which I am a trustee or a beneficiary, or (ii) any asset given to me by my Agent; (c) be prohibited from (i) appointing, assigning, or designating any of my assets, interests, or rights directly or indirectly to my Agent, my Agent's estate, my Agent's creditors, or the creditors of my Agent's estate, (ii) exercising any powers of appointment I may hold in favor of my Agent, my Agent's estate, my Agent's creditors, or the creditors of my Agent's estate, (iii) disclaiming assets to which I would otherwise be entitled if the effect of such disclaimer is to pass assets directly or indirectly to my Agent or his or her estate, or (iv) using my assets to discharge any of my Agent's legal obligations, including any obligation of support which my Agent may owe to others, excluding those whom I am legally obligated to support; (d) be prohibited from exercising any discretionary fiduciary powers that I now hold or may hereafter acquire; and (e) avoid disrupting the dispositive provisions of any estate plan of mine known to my Agent.

All powers granted to my Agent under this instrument are subject to the limitations set forth in this Article.

Section 6.01 Tax Sensitive Powers

No individual serving as my Agent may exercise any fiduciary power or discretion if the exercise of that power or discretion would:

- (a) Cause any income generated by my property to be attributed to my Agent for federal income tax purposes;
- (b) Cause the value of any property subject to this power of attorney to be included in my Agent's gross estate for federal estate tax purposes;
- (c) Cause any distribution made or allowed to be made by my Agent to be treated as a gift from my Agent; or
- (d) Discharge a legal obligation of my Agent.

If the exercise of a power by my Agent under this power of attorney would cause any of the foregoing results, a Special Agent appointed under the provisions of Section 8.17 may exercise the power or discretion.

Section 6.02 Life Insurance on the Life of My Agent

No individual Agent may exercise any powers or rights in a policy owned by me that insures the life of that Agent. Any powers and rights regarding the policy will be exercised solely by another Agent serving under this power of attorney.

Section 6.03 My Agent to Avoid Disrupting My Estate Plan

If it becomes necessary for my Agent to liquidate or reinvest any of my assets to provide support for me, I direct that my Agent, to the extent that it is reasonably possible, avoid

disrupting the dispositive provisions of my estate plan as established by me prior to my incapacity.

If it is necessary to disrupt the dispositive provisions of my estate plan, my Agent will use his or her best efforts to restore my plan as soon as possible. My Agent will make reasonable efforts to obtain and review my estate plan. I authorize any person with knowledge of my estate plan or possession of my estate planning documents to disclose information to my Agent and to provide copies of documents to my Agent.

Article Seven

Durability and Effectiveness

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

Article Eight

Administrative Powers and Provisions

This Article contains certain administrative powers and provisions that facilitate the use of this instrument and that protect my Agent and those who rely upon my Agent as set forth and listed below.

Section 8.01 Agent's Acceptance

An Agent, or any successor or alternate Agent, is deemed to have accepted the duties and responsibilities delegated in this Power of Attorney by either signing either this Power of Attorney or any other documents consenting so to serve as Agent or exercising or performing any of the authorities granted to the Agent.

Section 8.02 Reimbursement of Expenses and Compensation of Agent

My Agent shall be entitled to receive both reasonable compensation for services rendered hereunder and be entitled to reimbursement for all reasonable costs and expenses, including reasonable attorney's fees, actually incurred and paid by my Agent on my behalf at any time under any provision of this instrument.

Section 8.03 Agent Accountability

Unless requested by my family or a court, my Agent shall not be required to, but may, prepare, distribute, and if appropriate, file with an appropriate court, an annual accounting.

Section 8.04 Agent's Liability for Malfeasance

Notwithstanding any other provision of this Power of Attorney to the contrary, if a court shall determine that an Agent has breached the Agent's fiduciary duties under this Power of Attorney, the Agent shall be liable to the Principal, the Principal's estate if the Principal is deceased, or the Principal's successors in interest for the amount required to restore the value of the Principal's property to what it would have been had the Agent not breached the Agent's fiduciary duty. In such event the Agent shall also reimburse the Principal, the Principal's estate, or the Principal's successor in interest, as appropriate, for reasonable attorney fees and costs paid or distributed by the Agent from the Principal's

assets on the Agent's behalf. If there are multiple Agents serving at the time of the malfeasance, then all such serving Agents shall be jointly and severally be liable.

Section 8.05 Judicial Relief

Notwithstanding any other provision of this Power of Attorney to the contrary and in addition to any rights granted under state law, the following persons shall always have the right to petition a court to either construe the terms of this instrument or review the Agent's conduct and, to the extent necessary, determine the appropriate grant relief to be requested:

- (a) The Principal, Agent, or successor Agent;
- (b) An appointed guardian, conservator, trustee or other fiduciary acting on behalf of the Principal or the Principal's assets;
- (c) An agent or proxy appointed to make health-care decisions for the Principal;
- (d) The Principal's spouse, parent, or descendants;
- (e) A presumptive heir of the Principal;
- (f) A beneficiary, who is either directly or indirectly named to receive any property, benefit or contractual right at the Principal's death;
- (g) A governmental agency having regulatory authority to protect the welfare of the Principal;
- (h) The Principal's caregiver or another person, who has properly demonstrated a sufficient interest in the Principal's welfare.

Upon motion by the Principal, the court shall dismiss any such petition, unless the court finds that the Principal lacks capacity to revoke the Agent's authority granted by this instrument.

Section 8.06 Waiver for Acts of Omission

My Agent (and my Agent's estate and personal representative), acting in good faith, are hereby released and forever discharged from any and all civil liability and from all claims or demands of all kinds whatsoever by me or my estate and personal representative arising out of the acts or omissions of my Agent, except for willful misconduct or gross negligence.

Section 8.07 Waiver of Duty to Produce Income and Against Self-Transactions

My Agent shall have no responsibility to make my property productive of income, to increase the value of my estate or to diversify my investments. My Agent shall have no liability for entering into transactions authorized by this instrument with my Agent in my Agent's individual capacity as long as my Agent believes in good faith that such transactions are in my best interests or the best interests of my estate and those persons interested in my estate. My Agent shall be eligible to serve in all other fiduciary capacities, for me or my benefit (but not in my place where I may serve as a fiduciary for others), including but not limited to serving as Trustee, Guardian, Conservator, Committee, Executor and/or Administrator.

Section 8.08 No Duty to Monitor Health

My Agent shall have no responsibility to monitor on any regular basis the state of my physical health or mental competence to determine if any actions need be taken under this instrument.

Section 8.09 This Instrument Unaffected by Lapse of Time

This power of attorney shall be legally unaffected by reason of lapse of time or staleness.

Section 8.10 Agent Authorized to Sign Power of Attorney Forms

In carrying out the authorizations set forth in this instrument, if in the sole opinion of my Agent it is necessary or convenient for my Agent to sign my name, as principal, on forms of powers of attorney (the "Forms") required by governmental agencies, corporations, banks or other entities in transactions with me, my Agent is authorized to execute such Forms, and to appoint an Agent or other person on the Forms to represent me.

Section 8.11 Temporary Unavailability of Agent

If my Agent is temporarily unavailable to serve due to short-term illness, vacation, or other circumstances which make it impossible or impractical for my Agent to serve as Agent for a temporary period of time, then the power of my Agent shall pass to the next designated agent for such temporary period of time. The temporary passage of powers from my Agent to the successor agent shall be described by my Agent in a writing bearing a notarial acknowledgment which specifies the time period during which the successor agent shall be authorized to act under this instrument. The powers of my Agent shall be restored to my Agent at the expiration of the time described in such writing.

Section 8.12 Appointment of Ancillary Agent

If at any time my Agent deems it necessary or desirable in my Agent's discretion to appoint one or more Agents to act in another jurisdiction under this power of attorney, such Agent or Agents being hereinafter referred to in the aggregate as my "Ancillary Agent," my Agent from time to time and at any time may appoint one or more such Ancillary Agents. In making such appointment my Agent may execute and deliver such documents and instruments Powers of Attorney as may be necessary, desirable, convenient or proper to effectuate any such ancillary appointment, and my Agent may grant to any Ancillary Agent, some or all of the powers and duties and authorities granted to my Agent hereunder, but may not grant to any such Ancillary Agent powers which are inconsistent with or different from those powers granted to my Agent hereunder.

Section 8.13 Agent's Resignation

If my Agent desires to resign as my Agent, and there is no successor Agent named in this instrument who is willing and able to serve as my Agent, and I am incapacitated at the time of such resignation, then on such resignation my Agent is authorized and empowered to appoint a substitute Agent to act and serve as my Agent, such appointment to be made in a written instrument that shall be (a) signed by my Agent, (b) delivered to my substitute Agent, and (c) attached to this instrument.

Section 8.14 Agent's Death, Incapacity or Resignation

At any time after my incapacity, my Agent at any time may appoint a future successor Agent to act and serve as my Agent in the event that my Agent shall die or become

mentally incapacitated or shall resign prior to my death, and my Agent at any time during my Agent's service as Agent may also revoke any such appointment theretofore made by my Agent, provided however that my Agent may not revoke, modify or supersede any appointment of a successor Agent made by me in this power of attorney. Any appointment made by my Agent shall be made in a written instrument that shall (a) specify the event or events on which such substitution shall become effective, (b) be signed by my Agent, (c) be delivered to my substitute Agent, and (d) be attached to this instrument.

Section 8.15 Release of Information

My Agent may release and obtain, as the case may be, any and all information regarding my financial investments and taxes, including any information regarding stocks, bonds, certificates of deposit, bank accounts, tax returns, retirement accounts, pension plans, and any other documents or information regarding my financial affairs and taxes from my attorneys-at-law, financial advisors, insurance professionals, accountants, stockbrokers, stock transfer agents, and any other persons having such information.

I release these persons or entities from any liability for releasing the above-referenced information to my Agent in reliance on this Section.

If my Agent is an attorney-at-law or other accounting or financial professional, the professional regulations of my Agent's profession and federal law may prohibit my Agent from releasing information about my financial affairs to others if I am a client of my Agent. This instrument, therefore, is a limited waiver of any privilege (such as the attorney-client privilege) that I have established with any Agent as a client. The privilege is waived for the limited purpose of permitting my Agent to perform his or her duties under this power of attorney.

Section 8.16 Nomination of Guardian of my Person and Conservator of my Estate

If at any time proceedings are initiated for the appointment of Guardian of my person and/or conservator of my estate, I hereby nominate, constitute and appoint the person serving, or named to serve, as my Agent under this power of attorney at the time the proceedings are initiated to serve as the Guardian of my person and/or conservator of my estate.

Section 8.17 Appointment of a Special or Ancillary Agent

If for any reason any Agent is unwilling or unable to act with respect to any property or any provision of this power of attorney, my Agent shall appoint, in writing, a corporate fiduciary or an individual to serve as Special Agent as to the property or with respect to the provision. The Special Agent appointed must be an individual that is not related or subordinate to my Agent within the meaning of Section 672(c) of the Internal Revenue Code. My Agent may revoke any such appointment at will.

If my Agent determines that it is necessary or desirable to appoint an Ancillary Agent to act under this power of attorney in a jurisdiction other than this one, my Agent may do so. In making an appointment, my Agent may sign, execute, deliver, acknowledge and make declarations in any documents that may be necessary, desirable, convenient or proper in order to carry out the appointment.

A Special or Ancillary Agent may exercise all powers granted by this power of attorney unless expressly limited elsewhere in this power of attorney or by the instrument appointing the Special or Ancillary Agent. A Special or Ancillary Agent may resign at any time by delivering written notice of resignation to my Agent. Notice of resignation shall be effective in accordance with the terms of the notice.

Section 8.18 Agent Authorized to Employ My Attorney

The Principal requests and authorizes the Agent to employ the attorney who prepared this power of attorney or other attorneys employed by the Principal in connection with the Principal's estate plan and business matters and hereby (a) waives any and all conflicts of interest that might arise through such employment, (b) authorizes all such attorneys to make full disclosure of the Principal's estate plan and business to the Agent, and (c) authorizes such attorneys to accept such employment.

Section 8.19 Reimbursement for Expenses

My Agent may reimburse himself or herself for all reasonable expenses incurred for carrying out any provision of this power of attorney.

Section 8.20 Liability of Agent

I release and discharge any Agent acting in good faith from any and all civil liability and from all claims or demands of all kinds whatsoever by me, my estate, and my heirs, successors and assigns arising out of the acts or omissions of my Agent, except for willful misconduct, gross negligence, a breach of duty committed dishonestly, with improper motive, or with reckless indifference to the purpose of this Durable Power of Attorney or my best interest or that this provision was inserted as a result of an abuse of a confidential or fiduciary relationship with me or as may be otherwise provided under the provisions of the Alabama Uniform Power of Attorney Act, Chapter 1A, Title 26, Code of Alabama 1975. This protection extends to the estate, heirs, successors and assigns of my Agent.

Section 8.21 Amendment and Revocation

This instrument may be amended or revoked by me at any time by the execution by me of a written instrument of revocation or amendment delivered to my Agent and to all Alternate Agents. Amendments to this document must be made in writing by me personally (not by my Agent) and must be attached to the original of this document and recorded in the same county or counties as the original, if the original is recorded.

Section 8.22 Resignation

My Agent may resign by the execution of a written resignation delivered to me or, if I am mentally disabled or incapacitated, by delivery to any person with whom I am residing, who has my care and custody or as may be otherwise provided under the provisions of the Alabama Uniform Power of Attorney Act, Chapter 1A, Title 26, Code of Alabama 1975.

Section 8.23 Signature of Agent

My Agent shall use the following form when signing documents on my behalf pursuant to this power:

Lily Min Zhao by [enter Agent's name], her Agent.

Section 8.24 Interpretation

This power of attorney is a general power of attorney and should be interpreted as granting my Agent the powers described and set forth in my Durable Power of Attorney, including, all general powers permitted under the laws of State of Alabama that are set forth under the provisions of the Alabama Uniform Power of Attorney Act, Chapter 1A, Title 26, Code of Alabama 1975, specifically referencing Ala. Code Sections 26-1A-204 through 26-1A-217 (1975). The description of any specific powers set forth herein is not intended to, nor does it, limit or restrict any of the general powers granted to my Agent.

Section 8.25 Use of "Agent" Nomenclature

The word "Agent" and any modifying or equivalent word or substituted pronoun includes the singular and the plural and the masculine, feminine and neuter genders.

Section 8.26 Singular, Plural, Masculine, Feminine, Neuter Genders

All words used in this instrument or any modifying or equivalent words or substituted pronoun for such words, shall be held and taken to include both the singular and the plural, masculine, feminine and neuter genders.

Section 8.27 Third Party Reliance

For the purpose of inducing all persons and entities, including but not limited to any physician, hospital, nursing home, healthcare provider, bank, broker, custodian, insurer, lender, transfer agent, taxing authority, governmental agency, or other party to act in accordance with the instructions of my Agent as authorized in this instrument, I hereby represent, warrant, and agree that: (a) if this instrument is revoked or amended for any reason, I and my estate will hold any person or entity harmless from any loss suffered, or liability incurred by such person in acting in accordance with the instructions of my Agent acting under this instrument prior to the receipt by such person of actual written notice of any such revocation or amendment; (b) the powers conferred on my Agent may be exercised by my Agent alone and my Agent's signature or act under the authority granted in this instrument may be accepted by persons as fully authorized by me; (c) no person who relies in good faith on the authority of my Agent under this instrument shall incur any liability to me; (d) no person who relies on any affidavit or certificate under penalties of perjury that this instrument specifically authorizes my Agent to execute and deliver to such person shall incur any liability to me; (e) all persons from whom my Agent may request information regarding me are released from any legal liability whatsoever to me, my estate, or my personal representative for complying with my Agent's requests; and (f) I hereby authorize all physicians and psychiatrists who have treated me, and all other providers of healthcare, including hospitals, to release to my Agent all information or photocopies of any records which my Agent may request and I hereby waive all privileges which may be applicable to such information and records.

No person who relies in good faith on the authority of my Agent under this power of attorney will incur any liability to me, my estate, or my heirs, successors and assigns.

Any party dealing with my Agent may conclusively rely upon an affidavit or certificate of my Agent that:

- (a) The authority granted to my Agent under this power of attorney is in effect;

- (b) My Agent's actions are within the scope of my Agent's authority under this power of attorney;
- (c) I was competent when I executed this power of attorney;
- (d) I have not revoked this power of attorney; and
- (e) My Agent is currently serving as my Agent.

Section 8.28 Reliance upon this Durable Power of Attorney

Any person, including my Agent, may rely upon the validity of this power of attorney or a copy of it unless that person knows it has terminated or is invalid.

Section 8.29 Effect of Duplicate Originals or Copies

This instrument may be executed in multiple counterpart originals. All such counterpart originals shall have equal force and effect. If this power of attorney has been executed in multiple counterparts, each counterpart original will have equal force and effect. My Agent may make photocopies (photocopies shall include: facsimiles and digital or other reproductions, hereafter referred to collectively as "photocopy") of this power of attorney and each photocopy will have the same force and effect as the original. My Agent is authorized to make photocopies of this instrument as frequently and in such quantity as my Agent shall deem appropriate. All photocopies shall have the same force and effect as any original.

Section 8.30 Governing Law

This instrument shall be governed by the laws of the State of Alabama in all respects, including its validity, construction, interpretation and termination. To the extent permitted by law, this power of attorney shall be applicable to all property of mine, real, personal, intangible or mixed, wherever and in whatever state of the United States or foreign country the situs of such property is at any time located and whether such property is now owned by me or hereafter acquired by me or for me by my Agent.

Section 8.31 Severability

If any part of any provision of this instrument shall be invalid or unenforceable under applicable law, such parts shall be ineffective to the extent of such invalidity only, without in any way affecting the remaining parts of such provision or the remaining provisions of this instrument that will remain in full force and effect.

Section 8.32 Binding Effect

This instrument and actions taken by my Agent properly authorized hereunder shall be binding upon me, my heirs, successors, assigns, executors and administrators.

Article Nine
Declarations of the Principal

I understand that this power of attorney is an important legal document. Before executing this power of attorney, my attorney explained to me the following:

- (a) The power of attorney provides my Agent with broad powers to dispose of, sell, convey and encumber my real and personal property.

- (b) The powers will exist for an indefinite period of time unless I revoke the power of attorney or I have limited their duration by specific provisions in the power of attorney.
- (c) This Durable Power of Attorney will continue to exist notwithstanding my subsequent disability or incapacity.
- (d) I have the power to revoke or terminate this Durable Power of Attorney at any time.

Dated: September 15, 2020.


Lily Min Zhao, Principal

STATE OF ALABAMA)
) ss.
COUNTY OF JEFFERSON)

On this day, September 15, 2020, before me personally appeared Lily Min Zhao, as Principal, personally known to me (or proved to me on the basis of satisfactory evidence) to be the individual whose name is subscribed to the foregoing Durable Power of Attorney, and acknowledged that she executed the same as her voluntary act and deed for the purposes therein contained.

Witness my hand and official seal.

[Seal]





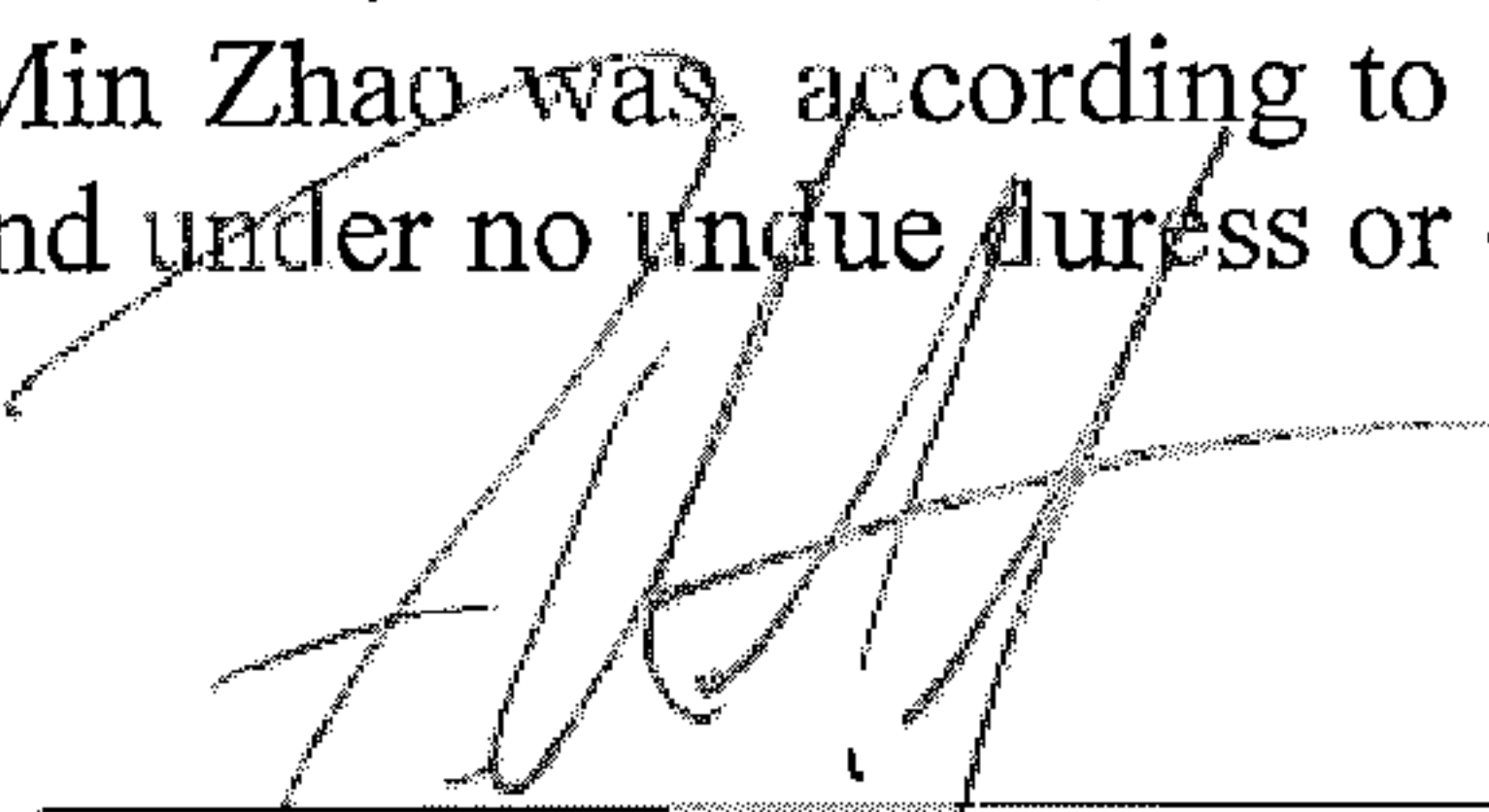
Notary Public, State at Large
Sheryl M. Childers

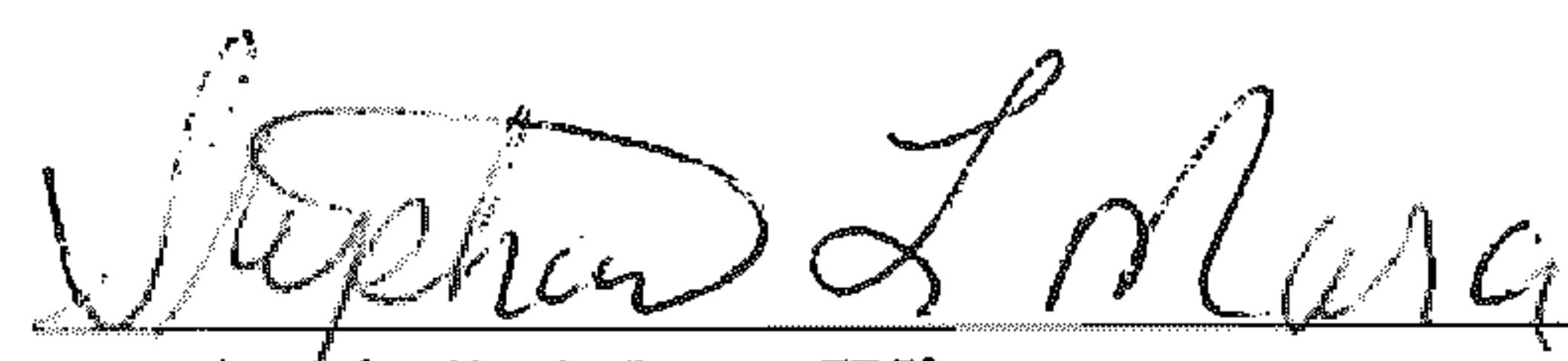
My commission expires: March 8, 2022

Witness Attestation

The foregoing durable power of attorney was, on the day and year written above, published and declared by Lily Min Zhao, in our presence to be her power of attorney. We, in her presence and at her request, and in the presence of each other, have attested to the same and have signed our names as attesting witnesses.

We, F. Wade Steed and Stephanie L. Mara, as witnesses, declare that, at the time of our attestation of this instrument, Lily Min Zhao was, according to our best knowledge and belief, of sound mind and memory and under no undue duress or constraint.


F. Wade Steed, Witness
1740 Oxmoor Road, Suite 100
Birmingham, Alabama 35209


Stephanie L. Mara, Witness
1740 Oxmoor Road, Suite 100
Birmingham, Alabama 35209

STATE OF ALABAMA

)

) ss.

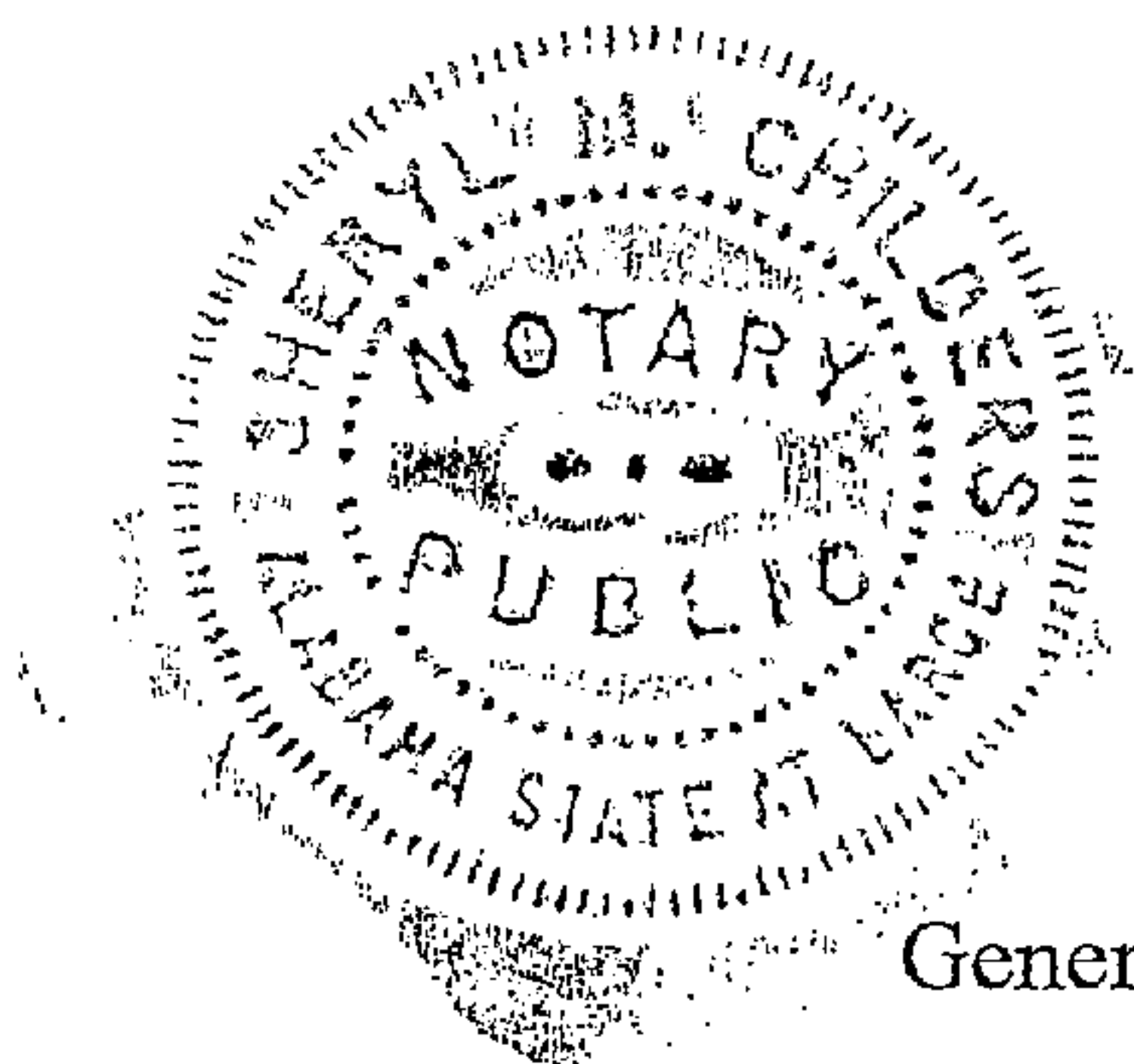
COUNTY OF JEFFERSON

)

On this day, September 15, 2020, before me personally appeared F. Wade Steed and Stephanie L. Mara, the witnesses, whose names are signed to the foregoing instrument, and who are known to me, being first duly sworn, signed their names to the foregoing instrument as witnesses, and acknowledged and declared to me that the principal, in the presence of the witnesses, signed the instrument as her power of attorney, as principal, and that each of the witnesses, in the presence of the principal, and in the presence of each other, signed the power of attorney as a witness thereto.

Witness my hand and official seal.

[Seal]





Notary Public, State at Large
Sheryl M. Childers

My commission expires: March 8, 2022

IMPORTANT INFORMATION FOR AGENT

Agent's Duties

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

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

(Principal's Name) by (Your Signature) as Agent

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

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

Termination of Agent's Authority

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

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

Liability of Agent

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

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

IMPORTANT INFORMATION

Durable Power of Attorney of Lily Min Zhao

Lily Min Zhao, Principal

This power of attorney authorizes another person (your agent) to make decisions concerning your property for you (the principal). Your agent will be able to make decisions and act with respect to your property (including your money) whether or not you are able to act for yourself. The meaning of authority over subjects listed on this form is explained in the Alabama Uniform Power of Attorney Act, Chapter 1A, Title 26, Code of Alabama 1975.

This power of attorney does not authorize the agent to make health care decisions for you. Such powers are governed by other applicable law.

You should select someone you trust to serve as your agent. Unless you specify otherwise, generally the agent's authority will continue until you die or revoke the power of attorney or the agent resigns or is unable to act for you.

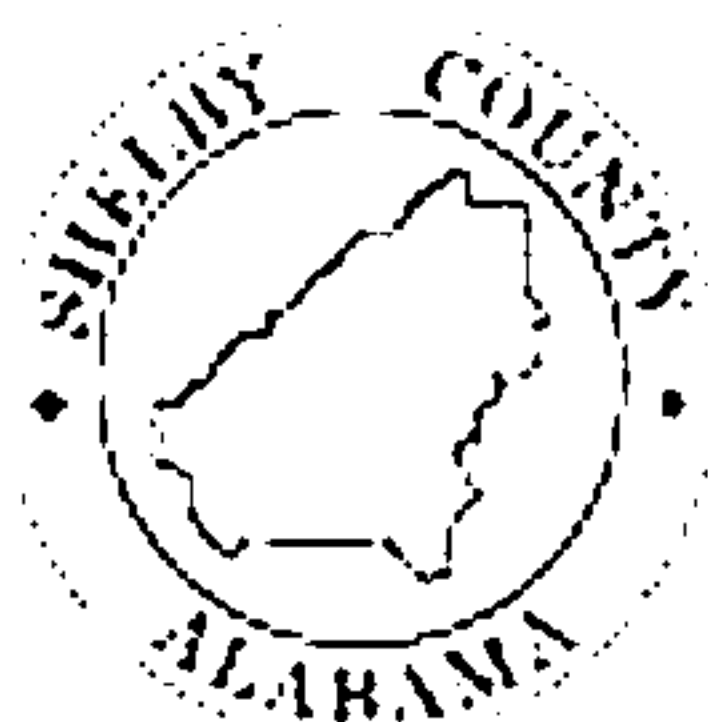
Your agent is entitled to reimbursement of reasonable expenses and reasonable compensation unless you state otherwise as special instructions in the power of attorney.

This form provides for designation of one agent. If you wish to name more than one agent you may name a co-agent in your power of attorney. Co-agents are not required to act together unless you include that requirement in your power of attorney.

If your agent is unable or unwilling to act for you, your power of attorney will end unless you have named a successor agent. You may also name a second successor agent.

This power of attorney becomes effective immediately unless you state otherwise in your power of attorney.

If you have questions about the power of attorney or the authority you are granting to your agent, you should seek legal advice before signing any form purported to be your power of attorney.



Filed and Recorded
Official Public Records
Judge of Probate, Shelby County Alabama, County
Clerk
Shelby County, AL
04/05/2022 03:21:22 PM
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Allen S. Bayl