

## ALABAMA STATUTORY FORM POWER OF ATTORNEY

### Important Information

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, Title 26, Chapter 1A of the Code of Alabama.

This power of attorney does not authorize the agent to make health-care decisions for you.

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 reasonable compensation unless you state otherwise in the Special Instructions.

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

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 the Special Instructions.

**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 this form.**

### DESIGNATION OF CO-AGENT

I, **NORMAN JOHN CACCIATORE**, name the following person as my first co-agent:

Name of Co-Agent: my step-son **BARRY MICHAEL CRICK**

Co-Agent's Address: 754 Haycort Lane Birmingham, AL 35244

Co-Agent's Telephone Number: [REDACTED]

### AND/OR

I name as my co-agent:

Name of Co-Agent: my step daughter-in-law **KRISTIE SUZANNE PARRISH CRICK**

Co-Agent's Address: 754 Haycort Lane Birmingham, AL 35244

Co-Agent's Telephone Number: [REDACTED]

**During such time as co-agents are acting, only one signature shall be required.**

## GRANT OF GENERAL AUTHORITY

I grant my agent and any successor agent general authority to act for me with respect to the following subjects as defined in the Alabama Uniform Power of Attorney Act, Title 26, Chapter 1A of the Code of Alabama:

(INITIAL each subject you want to include in the agent's general authority. If you wish to grant general authority over all of the subjects you may initial "All Preceding Subjects" instead of initialing each subject.)

- ( ) Real Property
- ( ) Tangible Personal Property
- ( ) Stocks and Bonds
- ( ) Commodities and Options
- ( ) Banks and Other Financial Institutions
- ( ) Operation of Entity or Business
- ( ) Insurance and Annuities
- ( ) Estates, Trusts, and Other Beneficial Interests
- ( ) Claims and Litigation
- ( ) Personal and Family Maintenance
- ( ) Benefits from Governmental Programs or Civil or Military Service
- ( ) Retirement Plans
- ( ) Taxes
- ( *njc* ) All Preceding Subjects

## GRANT OF SPECIFIC AUTHORITY

My agent MAY NOT do any of the following specific acts for me UNLESS I have INITIALED the specific authority listed below:

(CAUTION: Granting any of the following will give your agent the authority to take actions that could significantly reduce your property or change how your property is distributed at your death. INITIAL ONLY the specific authority you WANT to give your agent.)

- ( *njc* ) Amend, revoke, or terminate an inter vivos trust.
- ( *njc* ) Make a gift, subject to the limitations of the Alabama Uniform Power of Attorney Act, §26-1A-217, and any special instructions in this power of attorney.
- ( *njc* ) Create or change rights of survivorship.
- ( *njc* ) Create or change a beneficiary designation.
- ( *njc* ) Authorize another person to exercise the authority granted under this power of attorney.

- (*NJC*) Waive my right to be a beneficiary of a joint and survivor annuity, including a survivor benefit under a retirement plan.
- (*NJC*) Exercise fiduciary powers that I have authority to delegate.
- (*NJC*) Access the content of electronic communications.
- (*NJC*) Disclaim or refuse an interest in property, including a power of appointment.

### **LIMITATION ON AGENT'S AUTHORITY**

An agent that is not my ancestor, spouse, or descendant **MAY NOT** use my property to benefit the agent or a person to whom the agent owes an obligation of support unless I have included that authority in the Special Instructions.

### **SPECIAL INSTRUCTIONS**

- (1) Exercise all powers I may have over any digital device, digital asset, user account and electronically stored information, including any user account and digital asset that currently exists or may exist as technology develops, whether the same is in my own name or that I own or lawfully use jointly with any other individual (such accounts shall include, without limitation, electronic banking accounts, "cryptocurrency" accounts, electronic investment accounts, debt management accounts, automatic bill payment directives, and social media accounts). Such powers include, but are not limited to, changing and circumventing my username and password to gain access to such user accounts and information; accessing any of my passwords or other electronic profile data from applicable electronic record host entities; transferring or withdrawing funds or other digital assets among or from such user accounts; opening new user accounts in my name; all as my agent determines is necessary or advisable to effectively conduct my personal and financial affairs, to discharge any and all obligations I may owe and to maintain my public reputation. I hereby give my lawful consent and fully authorize my agent to access, manage, control, delete and terminate any electronically stored information and communications of mine to the fullest extent allowable under the federal Electronic Communications Privacy Act of 1986, 18 USC 2510 et seq., as amended from time to time, the Revised Uniform Fiduciary Access to Digital Assets Act and any other federal, state or international law; and, to take any actions I am authorized to take under all applicable terms of service, terms of use, licensing and other account agreements or laws. To the extent a specific reference to any federal, state, local or international law is required in order to give effect to this provision, I specifically provide that my intention is to so reference such law, whether such law is now in existence or comes into existence or is amended after the date of this document.
- (2) My agent has the power and authority to request, review, and receive, to the extent I could do so individually, any information, verbal or written, regarding my physical or mental health, including, but not limited to, my individually identifiable health information or other medical records. This release authority applies to any information governed by the Health Insurance Portability and Accountability Act of 1996 (**HIPAA**), 42 U.S.C. 1320d and 45 CFR 160-164. I hereby authorize any physician, health care professional, dentist, health plan, hospital, clinic, laboratory, pharmacy, or other covered health care provider, any insurance company, and the Medical Information Bureau, Inc., or other health care clearinghouse that has provided treatment or services to me, or that has paid for or is



seeking payment from me for such services, to give, disclose, and release to my agent, without restriction, all of my individually identifiable health information and medical records regarding any past, present, or future medical or mental health condition. This authority given my agent shall supersede any other agreement which I may have made with my health care providers to restrict access to or disclosure of my individually identifiable health information. This authority given my agent shall be effective immediately, has no expiration date and shall expire only in the event that I revoke the authority in writing and deliver it to my health care provider.

- (3) My agent has the power and authority to create an irrevocable trust, to name the Trustees and successor Trustees of such irrevocable trust, and to fund such irrevocable trust with all or any assets of mine or other interests in property which are capable of being held in said trust, including those assets which may then be held in a revocable trust for my benefit. This authority includes the power to create and fund a trust which may qualify me for Medicaid. My Agent may serve as the Trustee of the trust. My Agent shall have the power to exercise whatever trust powers or elections which I may exercise.
- (4) My agent(s) shall be entitled to compensation for services in handling my financial affairs; in addition, my agent(s) shall also be entitled to reimbursement from my assets for reasonable expenses incurred on my behalf.
- (5) I revoke all prior General Powers of Attorney that I may have executed and I retain the right to revoke or amend this document and to substitute other agents in place of the agent herein named. Amendments to this document shall be made in writing by me personally (not by my agent) and they shall be attached to the original of this document and recorded in the same county or counties as the original if the original is recorded.

### **NOMINATION OF GUARDIAN AND/OR CONSERVATOR**

If it becomes necessary for a court to appoint a guardian and/or conservator of my estate, I nominate the following person(s) for appointment to serve without bond unless otherwise required by a court of competent jurisdiction:

Name of nominee for guardian and/or conservator of my estate:

ME my Agent (or successor Agent) named above

### **CONTINUING EFFECT**

This is a "durable" power of attorney and the authority of my agent shall not terminate if I become disabled or incapacitated or in the event of later uncertainty as to whether I am dead or alive. It shall also not be affected by lapse of time.

## RELIANCE ON THIS 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.

## SIGNATURE AND ACKNOWLEDGMENT

*Norman J. Cacciatore*  
NORMAN JOHN CACCIATORE  
912 Haddington Dale  
Pelham, AL 35124

November 16, 2021.

**STATE OF ALABAMA**

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) ss.

**COUNTY OF JEFFERSON**

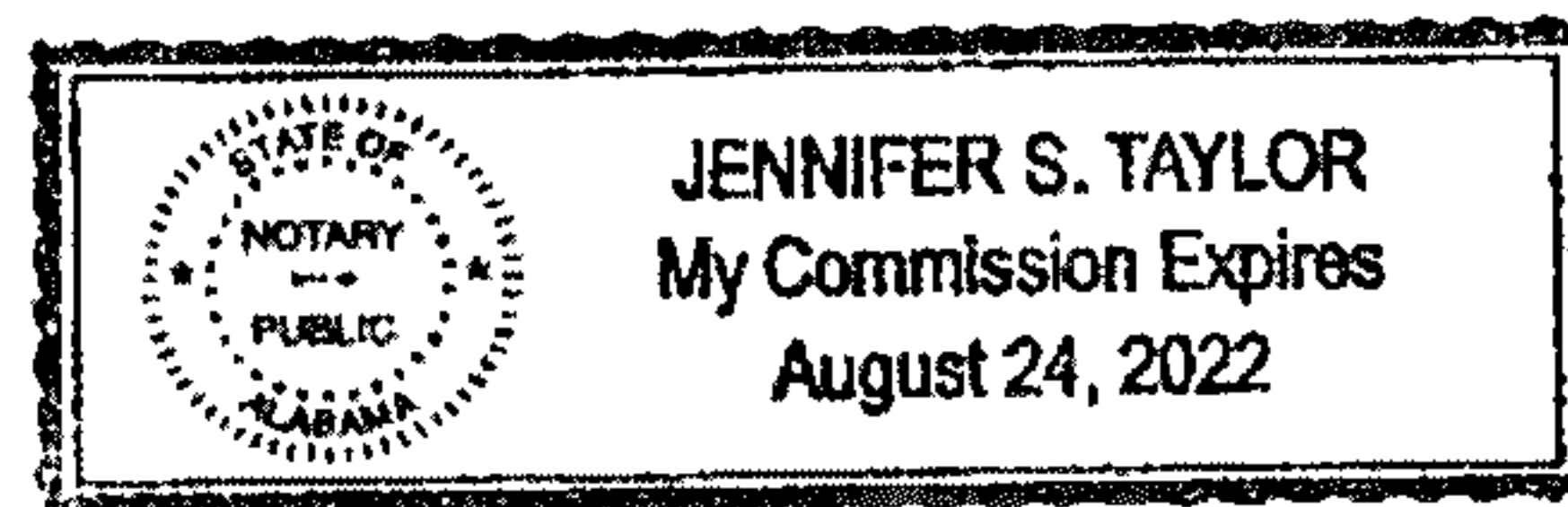
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I, the undersigned, a Notary Public in and for said County in said State, hereby certify that NORMAN JOHN CACCIATORE whose name is signed to the foregoing, and who is known to me, acknowledged before me on this day that, being informed of the contents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

Given under my hand and official seal, this the 16 day of November, 2021.

*Jennifer S Taylor*  
NOTARY PUBLIC

**My commission expires:**



Prepared by:

Norman John Cacciatore  
912 Haddington Dale  
Pelham, AL 35124

## 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:

NORMAN JOHN CACCIATORE 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 who has authority to make health-care 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 this power of attorney or your authority to act under it 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 Uniform Power of Attorney Act, Title 26, Chapter 1A of the Code of Alabama. If you violate the Uniform Power of Attorney Act, Title 26, Chapter 1A of the Code of Alabama, 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.**



*Allen S. Bayl*