

GENERAL DURABLE POWER OF ATTORNEY
of
JAMES W. BELYEU

I, James W. Belyeu, the "principal," of Chilton County, Alabama, hereby revoke all prior powers of attorney and designate the following, in the order listed, as my attorney-in-fact (hereinafter "Agent", whether one or more) to act in, manage and conduct all of my affairs in my name, place and stead:

Cynthia B. Belyeu; and then
Charles King.

Prior Agent Unable to Serve. My Agent may establish by unsupported affidavit that a prior Agent is unable or unwilling to serve or to continue to serve.

Substitution. If any Agent shall for any reason fail, cease, or become unwilling to serve as my Agent hereunder, then I make, constitute and appoint the next named Agent(s) as his/her/their successor, with all of the powers, duties and authorities granted herein. My Agent may substitute one or more successor agents, giving him/her/them the same power and authority as my Agent, and later revoke said substitution.

Effectiveness. I am creating a Durable Power of Attorney pursuant to Alabama Code § 26-1-2, *et seq.* (1975) by this instrument. **This Durable Power of Attorney is fully effective upon its execution. This Durable Power of Attorney shall not be affected by the disability, incompetency or incapacity of the principal, the passage of time, or any uncertainty as to whether the principal is dead or alive. The powers granted to my Agent shall be exercisable by him/her at any time and from time to time.**

Photographic Copies. Photographic copies of this Durable Power of Attorney shall have the same force and effect as an original.

General Grant. My Agent may exercise or perform any act, power, duty, right or obligation whatsoever that I now have or may hereafter acquire, relating to any person, matter, transaction or property, real or personal, tangible or intangible, now owned or hereafter acquired by me, including, without limitation, the following specifically enumerated powers. I grant to my Agent full power and authority to do everything necessary in exercising any of the powers herein granted as fully as I might or could do if personally present hereby ratifying and confirming all that my Agent shall lawfully do or cause to be done by virtue of this Durable Power of Attorney and the powers herein:

Powers of Collection and Payment. To forgive, request, demand, sue for, recover, collect, receive, redeem, hold any such sums of money, debts, dues, commercial paper, checks, drafts, accounts, deposits, legacies, bequests, devises, notes, interests, stock certificates, bonds, dividends, certificates of deposit, annuities, pension, profit sharing, retirement, Social Security, insurance and

other contractual benefits and proceeds, all documents of title, all property, real or personal, tangible or intangible property and property rights, and demands whatsoever, liquidated or unliquidated, now or hereafter owned by, or due, owing, payable or belonging to me, or in which I have or may hereafter acquire an interest; to have, use, and take all lawful means and equitable and legal remedies and proceedings in my name for the collection and recovery thereof, and to adjust, sell, compromise, and agree for the same, and to execute and deliver for me, or my benefit, and in my name, all endorsements, releases, receipts, or other sufficient discharges for the same, and to pay and discharge all debts and demands due or payable or which may hereafter become due and payable by me unto any persons, firms, government entities or corporations;

Power to Acquire and Sell. To acquire, purchase, exchange, grant options to sell, and sell and convey real or personal property, tangible or intangible, or interests therein, including a life estate, on such terms and conditions as my Agent shall deem proper; and to execute any contracts, conveyances, or other instruments whatsoever, with full covenants of warranty, upon such terms and conditions as my Agent shall deem proper; all powers herein shall apply to all property owned by me, including, but not limited to, **any residence owned by me** or in which I may have an interest, whether or not it is my homestead under state law;

Power to Cancel Life Estate. To cancel, with or without consideration, any life estate owned or held by me, or in which I may have an interest, whether or not said life estate is my homestead under state law, as my Agent shall deem proper;

Management Powers. To maintain, repair, improve, invest, manage, insure, rent, lease, encumber, and in any manner deal with any real or personal property, tangible or intangible, or any interest therein, that I now own or may hereinafter acquire, in my name and for my benefit, upon such terms and conditions as my Agent shall deem proper;

Banking Powers. To make, receive and endorse checks and drafts, deposit and withdraw funds from savings, checking, money market and any other accounts, acquire and redeem certificates of deposit, in banks, savings and loan associations, credit unions and other institutions, and to execute or release such mortgages or other security agreements as may be necessary or proper in the exercise of the rights and powers herein granted;

Credit Card Powers. To open and close accounts, pay, dispute charges, communicate with, and in any way and any fashion do anything that I could do with any credit or debit card company as fully as I might or could do if personally present;

Borrow. To borrow sums of money from time to time from any person, firm or corporation, including the borrowing of any sums from any insurance company, and to make and execute promissory notes, mortgages, pledges of insurance policies and any other transfers of security;

Advisors. To engage, employ, compensate, and dismiss any Agents, clerks, servants, attorneys at law, accountants, investment advisors, custodians, or other persons as my Agent shall deem appropriate in the performance of the powers granted my Agent in this instrument;

Motor Vehicles. To apply for a certificate of title upon, and endorse and transfer thereto, for any automobile, truck, pickup, van, motorcycle, or other vehicle, and to represent in such transfer assignment that the title to said motor vehicle is free and clear of all liens and encumbrances except those specifically set forth in such transfer assignment;

Business Interests. To conduct or participate in any lawful business of whatever nature for me and in my name including, without limitation, corporations, general or limited partnerships, limited liability partnerships or limited liability companies, to execute partnership agreements and amendments thereto; to enter into buy-sell agreements, to form, organize, incorporate, reorganize, merge, consolidate, recapitalize, sell, liquidate or dissolve any business; elect or employ officers, directors and agents; carry out the provisions of any agreements for the sale of any business interest or the stock therein; and exercise voting rights with respect to stock, either in person or by proxy, and exercise stock options; and admit new members to or act on my behalf as a member of any limited liability company of which I am a member, unless otherwise prohibited by the Articles of Organization or Operating Agreement of the limited liability company, to carry out the provisions of any agreement for the sale of any business interest or the stock therein, to exercise voting rights, either in person or by proxy, and to exercise stock options;

Tax Powers. To prepare, sign, and file any Federal or State joint or separate income tax returns or declarations of estimated tax for any year or years, and extensions; to prepare, sign and file gift tax returns with respect to gifts made by me for any year or years; to consent to any gift and to utilize any gift-splitting provisions or other tax election including, without limitation, Section 2513 of the Internal Revenue Code, to prepare, sign, and file any claims for refund of any tax; and to negotiate, litigate and settle any tax disputes;

Safe Deposit Boxes. To have access at any time or times to any safe deposit box or vault rented by me, wheresoever located, and to remove all or any part of the contents thereof, to sign any papers or documents relating thereto, to deposit items therein, and to surrender or relinquish said safe deposit box. Any institution in which any such safe deposit box may be located shall not incur any liability to me or my estate as a result of permitting my Agent to exercise this power.

Power of Appointment and Disclaimers. To exercise or release Powers of Appointment in whole or in part and to execute a Disclaimer(s) under the Uniform Disclaimer of Property Interests Act Section 43-8-290, *et seq.*, Code of Alabama 1975, in whole or in part provided, however, that the exercise of any of the above powers shall, to the fullest extent possible, follow my current estate plan;

Maintenance Powers. My Agent shall use my resources to provide for the health, education, maintenance and support of myself, my spouse and my dependants.

Charitable Gifting Powers. My Agent may make such gifts as I have regularly made to charitable organizations;

Limited Estate Plan Gifting Powers. My Agent may make gifts without consideration, either outright or in trust (including the forgiveness of indebtedness and the gift of real estate), to the beneficiaries of my estate plan including, if applicable, my Agent then serving, all as my Agent, in his or her sole discretion, determines to be in my best interests, in the best interests of my estate, or in keeping with my prior pattern of giving provided, however, that any such gift shall not exceed, in any calendar year, the limits of the annual exclusion as provided by §2503(b) of the Internal Revenue Code, as amended from time to time, and further provided that the exercise of any of the above powers shall, to the fullest extent possible, follow my most recent estate plan at the time the gift(s) is/are made. I hereby waive any conflict of interest my Agent may have by giving property to himself/herself;

Retirement Plans. To deal with any retirement plans, including, without limitation, pension plans, profit sharing plans, IRA's and annuities in which I am a participant, to elect retirement, to direct the investments of any such retirement plan, to make "roll-overs" to other retirement plans, to borrow funds under the terms and conditions of any retirement plan, to change or select any payment options and to change beneficiary designations, provided, however, that the exercise of the above powers shall, to the extent possible, follow my current estate plan;

Trusts. To create and fund inter vivos trusts and to transfer any of my property, real or personal, to the trustee(s) of any trust, whether executed by me or by my agent, provided that such trust shall have no beneficiaries other than me during my lifetime, and shall provide that at my death the trust assets shall be distributed either to my estate or in the same manner as under my Will; to consent to the modification or termination of a non-charitable irrevocable trust created by me as allowed by Ala. Code 19-3B-411 (1975);

Litigation Powers. To commence and prosecute any suit or action which my Agent deems proper for the recovery, possession or enjoyment of any thing or matter which is or which may hereafter be due, payable or belonging to me, and to defend any suit or action which may be brought against me or in which I may be interested as my Agent shall deem proper;

Conservator. This Durable Power of Attorney has been executed to avoid the appointment of a conservator for my estate. In the event a conservator is appointed, I nominate my Agent then serving as my conservator. If my agent is serving as my conservator, he/she shall not be required to post any bond or other security.

Brokerage and Securities Accounts. With respect to my brokerage and securities accounts (collectively, "brokerage accounts"), to effect purchases and sales, to subscribe for and to trade in stocks, bonds, options, rights, and warrants or other securities, domestic or foreign, whether dollar or non-dollar denominated, or limited partnership interests or investments and trust units, whether or not in negotiable form, issued or unissued, foreign exchange, commodities, and contracts relating to same on margin or otherwise for my account and risk; to deliver to my broker securities for my account and to instruct my broker to deliver securities from my accounts to my attorney in fact or to others, and in such name and form, including his/her own, as he or she may direct to instruct my broker to make payment of moneys from my accounts with my broker, and to receive and direct

payment therefrom payable to him or her or others; to sell, assign, endorse and transfer any stocks, bonds, options, rights and warrants or other securities of any nature, at any time standing in my name and to execute any documents necessary to effectuate the foregoing to receive statements of transactions made for my account(s); to approve and confirm the same, to receive any and all notices, calls for margin, or other demands with reference to my accounts(s); and to make any and all agreements with my broker with reference thereto for me and in my behalf. The power herein shall apply to all my brokerage accounts, of whatever nature, including any money market or other account, in existence at any time, and including all securities held by me at any time;

Mail. To enter any mail box which I shall have hired, whether at a United States Post Office or elsewhere, and to surrender the box and terminate the lease at his or her discretion; to sign for any certified or registered mail directed to me, and to execute any order required to forward mail to any location selected by my Agent;

Insurance. To deal with insurance companies and to purchase and cancel policies of insurance for my dependants and myself, to borrow against such policies on terms acceptable to my agent, to file insurance claims and to obtain information from any insurance company with respect to any policy. To continue such policies and other products I own issued by insurance companies, including life insurance policies, to collect, cash out or cancel them, to change the beneficiary(s) and to purchase life insurance policies on my life or any other person. These powers shall apply to all insurance, including, without limitation, life, health, medical, dental, auto, homeowners and commercial policies provided, however, that the exercise of the above powers shall, to the extent possible, follow my current estate plan;

Public Benefits. To make application on my behalf for benefits administered by the Social Security Administration, the Veterans Administration (VA), the Health Care Finance Administration (HCFA), Medicaid, or any other federal, state or local agency and to receive Social Security, Veterans, Medicare, Medicaid and other benefits on my behalf, to represent me before any government agency, to litigate, defend and settle any claim for benefits that I may have, and to receive benefits on my behalf, including, but not limited to, being named my Representative Payee;

Special Needs Trusts. To create, fund, amend, terminate any trust agreement described in 42 U.S.C. § 1396p (d)(4), whether revocable or irrevocable, with any trustee(s) that my Agent selects including, without limitation, my Agent. My Agent may deliver and convey any or all of my assets to the trustee(s) of the trust, as well as designate the trust as payee of any income to which I may be entitled. This power shall include, without limitation, the power to create a trust with the Alabama Family Trust, a Qualified Income Trust, or a 42 U.S.C. § 1396p (d)(4)(a) trust.

Take Ownership. My Agent may take ownership in my name or in the name of my Agent, jointly and/or severally, in any accounts, savings, certificates of deposits, checks, drafts, draws, and the proceeds therefrom.

Interpretation And Governing Law. This Durable Power of Attorney is to be construed and interpreted as a general durable power of attorney. The enumeration of specific powers herein is not

intended to, nor does it, limit or restrict the general powers herein granted to my Agent. This instrument is executed and delivered in the State of Alabama, and the laws of the State of Alabama shall govern all questions as to the validity of this power and the construction of its provisions.

Third Party Reliance. If any third party receives a duly executed copy or facsimile of this Durable Power of Attorney and follows the instructions of my Agent in good faith, absent actual notice of my revocation of this Durable Power of Attorney, I for myself, and my heirs, personal representatives and assigns, hereby agree to indemnify and hold the third party harmless from and against any and all claims that may arise against such third party by reason of his/her/their/its reliance on this Durable Power of Attorney.

Divorce. If my Agent is my spouse, and my spouse and I, or either of us, commence negotiations or court action for legal separation, divorce or annulment, I direct that my spouse shall be deemed to have resigned as my Agent and my alternate Agent shall become my Agent for all purposes set forth in this instrument; provided, however, if there shall be no other alternate Agent, or the alternate Agent is my spouse, this instrument shall be terminated for all purposes.

Limitations. Any authority granted to my attorney-in-fact in this instrument shall be limited so as to prevent this General Durable Power of Attorney from causing my Agent to be taxed on my income or from causing my assets to be subject to a general power of appointment by my attorney-in-fact as that term is defined in Section 2041 of the Internal Revenue Code of 1986, as amended, or any successor provision.

Duties of Agent. My agent, except for my spouse, shall have the following duties to me:

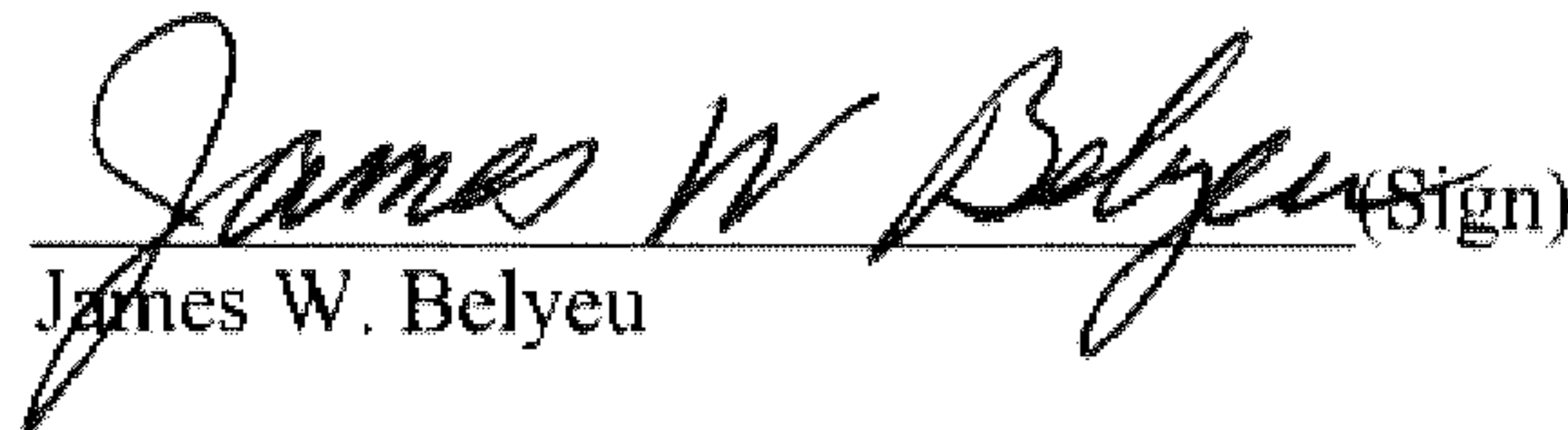
- a. To act in all matters as a fiduciary, solely for my benefit and best interest;
- b. To not act except as authorized;
- c. To not co-mingle my resources with his or her personal resources;
- d. To keep and render an accounting to me or to any member of my immediate family;
- e. To act prudently in my best interest and to keep careful records and accounts of his or her acts and doings.

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Execution Of Documents. My Agent may execute documents on my behalf as follows: "James W. Belyeu by: {Agent} his attorney-in-fact."

Compensation of Agent. My agent shall serve without compensation.

IN WITNESS WHEREOF, I have executed this General Durable Power of Attorney, this 31
day of July, 2009

 (Sign)
James W. Belyeu

STATE OF ALABAMA)

JEFFERSON COUNTY)

Before me, the undersigned, a Notary Public in and for said State and County, personally appeared James W. Belyeu, an individual who is known to me, whose name is signed to the foregoing instrument and acknowledged before me on this day that being informed of the contents of the instrument, he executed the same voluntarily.

[SEAL]


Notary Public: Jonathan D. Green
My commission expires: 12/12/2010

Prepared by:
Jonathan Green, Esq.
Green Law, LLC
300 Vestavia Parkway, Suite 2300
Birmingham, Alabama 35216
(205) 795-1223

ACCEPTANCE BY AGENT(S):

The Undersigned Agent(s) hereby accept(s) the delegation of authority set out in this Durable Power of Attorney.

Crystal B Belyeu
Agent's Specimen Signature

July 31, 2009
Date

Agent's Specimen Signature

Date



Filed and Recorded
Official Public Records
Judge of Probate, Shelby County Alabama, County
Clerk
Shelby County, AL
07/22/2022 12:22:35 PM
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Allen S. Belyeu