

General Durable Power of Attorney

Given by

Norma J. Jones

As Principal

SECTION 1. PRINCIPAL AND AGENT

I, **NORMA J. JONES**, of 353 Wixford Trace, Alabaster, Alabama 35007 as Principal (hereinafter referred to as "Principal"), have this day appointed my brother, **RALPH GEORGE JONES**, to serve as my Agent (hereinafter referred to as "Agent") and to exercise the powers set forth below. In addition, I have this day also appointed my niece, **CHERYL JONES GLASSCOCK** and my nephew, **RALPH TIMOTHY JONES**, to jointly serve as my co-agents, but without authority to exercise any of the powers set forth below, except that if my Agent shall be unable or unwilling to serve or to continue to serve as such Agent, then my co-agents shall be fully authorized to serve hereunder, and shall have all the powers granted originally to my Agent. My co-agents shall act *unanimously* on all matters governed by this instrument. The term "Agent" shall thereupon refer to my co-agents named herein. My co-agents may execute and deliver an affidavit that my Agent is unwilling or unable to serve or to continue to serve, and such affidavit shall be conclusive evidence insofar as third parties are concerned of the facts set forth therein. In such event, any person acting in reliance on such affidavit shall incur no liability to my estate because of such reliance.

By this instrument, I intend to create a General Durable Power of Attorney under **Code of Alabama Section 26-1-2**. I hereby revoke all powers of attorney, general and/or limited, heretofore granted by me as Principal and terminate all agency relationships created thereunder, including those of all successor Agents named therein, if any. However, 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 shall not be revoked but shall continue in full force.

SECTION 2. DELEGATION OF AUTHORITY

My Agent may delegate, in writing, any authority granted under this durable power of attorney to a person he or she selects. Any such delegation shall state the period during which it is valid and specify the extent of the delegation.

SECTION 3. EFFECTIVE DATE

This power of attorney shall be effective immediately.

SECTION 4. DURABILITY

This General Power of Attorney shall not be affected by subsequent disability or incapacity of the Principal as defined in **Code of Alabama Section 26-1-2** or by the mere passage of time. A Principal shall be under a disability if he or she is unable to manage his or her property and affairs effectively for reasons such as mental illness, mental deficiency, physical illness or disability, advanced age, chronic use of drugs, chronic intoxication, confinement, detention by a foreign power, or disappearance.

SECTION 5. PERIODIC REPORTS

My Agent shall prepare written, semi-annual reports regarding my finances, including income received and expenses incurred by my Agent for me during the previous six-month period.

SECTION 6. COMPENSATION AND REIMBURSEMENT OF AGENT

My Agent shall be entitled to reimbursement for reasonable expenses and reasonable compensation for services. What constitutes reasonable compensation shall be determined exclusively by my Agent. If more than one Agent is named in this document, each shall have the exclusive right to determine what constitutes reasonable compensation for his or her own duties.

SECTION 7. PERSONAL BENEFIT TO AGENT

My Agent may buy any assets of mine or engage in any transaction he or she deems in good faith to be in my interest, no matter what the benefit to my Agent.

SECTION 8. COMMINGLING BY AGENT

My Agent may not commingle any of my funds with any funds of his or hers.

SECTION 9. LIABILITY OF AGENT

My Agent shall not incur any liability to me, my estate, my heirs, successors or assigns for acting or refraining from acting under this document, except for willful misconduct or gross negligence. My Agent is not required to make my assets produce income, increase the value of my estate, diversify my investments or enter into transactions authorized by this document, as long as my Agent believes his or her actions are in my best interests or in the interests of my estate and of those interested in my estate. A successor Agent shall not be liable for acts of a prior Agent.

SECTION 10. RELIANCE ON THIS DURABLE POWER OF ATTORNEY

Any third party who receives a copy of this document may rely on and act under it. Revocation of the power of attorney is not effective as to a third party until the third party has actual knowledge of the revocation. I agree to indemnify the third party for any claims that arise against the third party because of reliance on this power of attorney.

SECTION 11. SEVERABILITY

If any provision of this document is ruled unenforceable, the remaining provisions shall stay in effect.

SECTION 12. POWERS GRANTED TO AGENT

I generally grant my Agent the power to perform on my behalf any and all acts that I may legally do through an attorney-in-fact, including but not limited to, the following specific matters:

(1) Real estate transactions

My Agent may act for me in any manner to deal with all or any part of any interest in real property that I own at the time of execution of this document or later acquire, under such terms, conditions and covenants as my Agent deems proper. My Agent's powers include but are not limited to the power to:

- (a) Accept as a gift, or as security for a loan, reject, demand, buy, lease, receive or otherwise acquire ownership of possession of any estate or interest in real property.
- (b) Sell, exchange, convey with or without covenants, quitclaim, release, surrender, mortgage, encumber, partition or consent to the partitioning of, grant options concerning, lease, sublet or otherwise dispose of any interest in real property.
- (c) Maintain, repair, improve, insure, rent, lease, and pay or contest taxes or assessments on any estate or interest in real property I own or claim to own.
- (d) Prosecute, defend, intervene in, submit to arbitration, settle and propose or accept a

compromise with respect to any claim in favor of or against me based on or involving any real estate transaction.

(2) Tangible personal property transactions

My Agent may act for me in any manner to deal with all or any part of any interest in personal property that I own at the time of execution of this document or later acquire, under such terms as my Agent deems proper. My Agent's powers include but are not limited to the power to lease, buy, exchange, accept as a gift or as security for a loan, acquire, possess, maintain, repair, improve, insure, rent, convey, mortgage, pledge, and pay or contest taxes and assessments on any tangible personal property.

(3) Stock and bond, commodity, option and other securities transactions

My Agent may do any act which I can do through an Agent, with respect to any interest in a bond, share, other instrument of similar character or commodity. My Agent's powers include but are not limited to the power to:

- (a) Accept as a gift or as security for a loan, reject, demand, buy, receive or otherwise acquire ownership or possession of any bond, share, instrument of similar character, commodity interest or any investment with respect thereto, together with the interest, dividends, proceeds or other distributions connected with it.
- (b) Sell (including short sales), exchange, transfer, release, surrender, pledge, trade in or otherwise dispose of any bond, share, instrument of similar character or commodity interest.
- (c) Demand, receive and obtain any money or other thing of value to which I am or may become or may claim to be entitled as the proceeds of any interest in a bond, share, other instrument of similar character or commodity interest.
- (d) Agree and contract, in any manner, and with any broker or other person and on any terms, for the accomplishment of any purpose listed in this Section.
- (e) Execute, acknowledge, seal and deliver any instrument my Agent thinks useful to accomplish a purpose listed in this Section, or any report or certificate required by law or regulation.

(4) Banking and other financial institution transactions

My Agent may do any act that I can do through an Agent in connection with any banking transaction that might affect my financial or other interests. My Agent's powers include but are not limited to the power to:

- (a) Continue, modify and terminate any deposit account or other banking arrangement, or open either in the name of the Agent alone or my name alone or in both our names jointly, a deposit account of any type in any financial institution, rent a safe deposit box or vault space, have access to a safe deposit box to which I would have access, and make other contracts with the institution.
- (b) Make, sign and deliver checks or drafts, and withdraw my funds or property from any financial institution by check, order or otherwise.

- (c) Prepare financial statements concerning my assets and liabilities or income and expenses and deliver them to any financial institution, and receive statements, notices or other documents from any financial institution.
- (d) Borrow money from a financial institution on terms my Agent deems acceptable, give security out of my assets, and pay, renew or extend the time of payment of any note given by or on my behalf.

(5) Business operating transactions

My Agent may do any act that I can do through an Agent in connection with any business owned or operated by me that my Agent deems desirable. My Agent's powers include but are not limited to the power to:

- (a) Perform any duty and exercise any right, privilege or option which I have or claim to have under any contract of partnership, enforce the terms of any partnership agreement, and defend, submit to arbitration or settle any legal proceeding to which I am a party because of membership in a partnership.
- (b) Exercise in person or by proxy and enforce any right, privilege or option which I have as the holder of any bond, share or instrument of similar character and defend, submit to arbitration or settle a legal proceeding to which I am a party because of any such bond, share or instrument of similar character.

(6) Insurance and annuity transactions

My Agent may do any act that I can do through an Agent, in connection with any insurance or annuity policy, that my Agent deems desirable. My Agent's powers include but are not limited to the power to:

- (a) Continue, pay the premium on, modify, rescind or terminate any annuity or policy of life, accident, health, disability or liability insurance procured by me or on my behalf before the execution of this power of attorney. My Agent cannot name himself or herself as beneficiary of a renewal, extension or substitute for such a policy unless he or she was already the beneficiary before I signed the power of attorney.
- (b) Procure new, different or additional contracts of health, disability, accident or liability insurance on my life, modify, rescind or terminate any such contract and designate the beneficiary of any such contract.
- (c) Sell, assign, borrow on, pledge, or surrender and receive the cash surrender value of any policy.

(7) Estate, trust and other beneficiary transactions

My Agent may act for me in all matters that affect a trust, probate estate, guardianship, conservatorship, escrow, custodianship or other fund from which I am, may become or claim to be entitled, as a beneficiary, to a share or payment. My Agent's authority includes the power to disclaim any assets which I am, may become or claim to be entitled, as a beneficiary, to a share or payment. If protective proceedings for my person or estate are ever commenced in any court, I hereby

nominate my Agent, as my conservator, guardian of my estate, or guardian of my person (as the case may be).

(8) Living trust transactions

My Agent may transfer ownership of any property over which he or she has authority under this document to the trustee of any trust, whether established by me or my Agent before or after the execution of this power of attorney, provided that such trust is solely for my benefit and my spouse. Such property may include real property, stocks, bonds, brokerage accounts, insurance policies or any other property.

(9) Legal actions

My Agent may act for me in all matters that affect claims in favor of or against me and proceedings in any court or administrative body. My Agent's powers include but are not limited to the power to:

- (a) Hire an attorney to assert any claim or defense before any court, administrative board or other tribunal.
- (b) Submit to arbitration or mediation or settle any claim in favor of or against me or any litigation to which I am a party, pay any judgment or settlement and receive any money or other things of value paid in settlement.

(10) Personal and family care

My Agent may do all acts necessary to maintain my customary standard of living, and that of my spouse and children and other persons customarily supported by or legally entitled to be supported by me. My Agent's powers include but are not limited to the power to:

- (a) Pay for medical, dental and surgical care, living quarters, vacations and travel expenses, shelter, clothing, food, appropriate education and other living costs.
- (b) Continue arrangements with respect to automobiles or other means of transportation, charge accounts, discharge of any services or duties assumed by me to any parent, relative or friend, contributions or payments incidental to membership or affiliation in any church, club, society or other organization.

(11) Government benefits

My Agent may act for me in all matters that affect my right to government benefits, including Social Security, Medicare, Medicaid, or other governmental programs, or civil or military service. My Agent's powers include but are not limited to the power to:

- (a) Prepare, execute, file, prosecute, defend, submit to arbitration or settle a claim on my behalf to benefits or assistance, financial or otherwise.
- (b) Receive the proceeds of such a claim and conserve, invest, disburse or use them on my behalf.

(12) Retirement plan transactions

My Agent may act for me in all matters that affect my retirement plans. My Agent's powers include but are not limited to the power to select payment options under any retirement plan in which I participate, make contributions to those plans, exercise investment options, receive payment from a plan, roll over plan benefits into other retirement plans, designate beneficiaries under those plans and change existing beneficiary designations.

(13) Tax matters

My Agent may act for me in all matters that affect my local, state and federal taxes, including but are not limited to, the power to prepare, sign and file federal, state, local and foreign income, gift, payroll, Federal Insurance Contributions Act returns and other tax returns, claims for refunds, requests for extension of time, petitions, any power of attorney required by the Internal Revenue Service or other taxing authority, and other documents, including the execution from time to time of IRS Form 2848 (designating an attorney for federal tax matters), and the power to pay taxes due, collect refunds, post bonds, receive confidential information, exercise any election available to me and contest deficiencies determined by a taxing authority.

(14) Gift transactions

My Agent may make gifts to members of my family, including my Agent. Such gifts may be made without limitation as to amount in order to reduce my estate for federal estate taxes or to facilitate my qualifying for the receipt of government benefits for my long-term health-care and nursing-home needs. Such gifts shall be irrevocable, and my Agent is authorized to make such gifts as long as my long-term care is reasonably provided for by my Agent from the assets subject to this Power or otherwise, during the time period I would be disqualified from receiving long-term care and/or medical assistance under the State of Alabama "Medicaid" program, Veterans program, or other public-assistance program.

(15) Health Care

My Agent is authorized, in my Agent's sole and absolute discretion, to:

(a) To review any information, verbal or written, regarding my physical or mental health, including medical and hospital records, and to execute any releases and/or other documents that may be required in order to obtain such information; to disclose or deny such information to such persons, organizations, firms, or corporations as my Agent shall deem appropriate. My Agent shall have the power and authority to serve as my personal representative for all purposes of the Health Insurance Portability and Accountability Act of 1996 (Pub. L. 104-191).

(b) I hereby authorize all physicians and psychiatrists who have treated me and all other providers of health care, including hospitals, to release to my Agent all information and photocopies of any records that my Agent may request. If I am incompetent at the time my Agent shall request such information, all Persons are authorized to treat any such request for information by my Agent as the request of my Personal Representative and to honor such requests on that basis. I hereby waive all privileges that may be

applicable to such information and records and to any communication pertaining to me and made in the course of any confidential relationship recognized by law. My Agent may also disclose such information to such Persons as my Agent shall deem appropriate.

(c) To employ or discharge medical personnel, including physicians, psychiatrists, dentists, nurses, and therapists, as my Agent shall deem necessary for my physical, mental, and emotional well-being; and to pay them reasonable compensation.

(d) To arrange for my admission to a hospital, nursing home, or to arrange for home care; to summon paramedics and to seek emergency treatment for me, as my Agent shall deem appropriate; and to sign such admissions forms and contracts as may be required by any such facility or health-care provider.

(e) To grant to hospital staff, physicians, nurses, and other medical and hospital administrative personnel who act in reliance on instructions given by my Agent or who render written opinions to my Agent in connection with any matter described in this Paragraph, releases from all liability for damages suffered or to be suffered by me.

(f) If this document conflicts with my Living Will, then my Living Will shall control.

IN WITNESS WHEREOF, on this 14th day of March, 2005, I have executed this General Durable Power of Attorney.


NORMA J. JONES

STATE OF ALABAMA
JEFFERSON COUNTY

I, MAJOR BASHINSKY, Notary Public for the State of Alabama at Large do hereby certify that NORMA J. JONES, whose name is signed to the foregoing conveyance, and who is known to me, acknowledged before me on this day that, being informed of the contents of said conveyance, she executed the same voluntarily on the day the same bears date.

GIVEN under my hand and official seal on this 14th day of March, 2005.


Notary Public for the State of Alabama At Large

My Commission Expires: January 30, 2006
This instrument is prepared by:
Major Bashinsky, Attorney at Law
600 Luckie Drive - Suite 305
Birmingham, AL 35223



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