

GENERAL DURABLE POWER OF ATTORNEY

KNOW BY ALL MEN THESE PRESENTS: That I, Vanessa Elaine Joiner, of the County of Shelby, State of Alabama, have made, constituted and appointed, and by these presents do make, constitute and appoint RODNEY TERRILL GRILL my true and lawful Attorney and Agent (hereinafter called "Agent"), for me in my name, place and stead, and for my behalf and benefit hereby revoking and terminating any and all other General Durable Powers of Attorney heretofore made by me.

1. GENERAL GRANT OF POWER: To 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, with full power of substitution or revocation, hereby ratifying and confirming all that my Agent shall lawfully do or cause to be done by virtue of this power of attorney and the powers herein granted;

(a) Powers of Collection and Payment: To forgive, request, demand, sue for, recover, collect, receive and hold all such sums of money debts, dues commercial paper, checks, drafts, certificates of deposit, annuities, pensions, profit sharing, retirement, social security, insurance and other contractual benefits and proceeds, all documents of title, all property, real or personal, intangible and tangible property and the 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 on my behalf, and in my name, all endorsements, releases, receipts, or other sufficient discharges for the same;

(b) Power to Acquire and Sell: To acquire, purchase, exchange and grant options to sell, mortgage, pledge, lease, sell and convey real or personal property, tangible or intangible, or interests therein on such terms and conditions as my Agent shall deem proper, with full authority to sign, endorse, execute and deliver any sales agreement, deed, bill of sale and all other instruments or document pertaining to the sale of any of my real or personal property; and to enter into bonds, contracts, mortgages and deeds connected there with;

(c) 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 hereafter acquire in my name and for my benefit, upon such terms and conditions as my Agent shall deem proper.;

(d) Banking Powers: To make, receive and endorse checks and drafts, deposit and withdraw funds, acquire and redeem certificates of deposit, in banks, savings and loan associations and other institutions, execute or release such deeds of trust or other security agreements as may be necessary or proper in the exercise of the rights and powers herein granted;

(e) Motor Vehicles: To apply for a Certificate of Title upon, and endorse and transfer title thereto for any automobile, truck, pickup, van, motorcycle or other motor 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;

(f) Business Interests: To conduct or participate in any lawful business of whatever nature for me and in my name; to execute partnership agreements and amendments thereto; to incorporate, reorganize, merge, consolidate, recapitalize, sell, liquidate or dissolve any business; to elect or employee officers, directors, and agents; to carry out the provisions of any agreement for the sale of any business interest or the stock therein; and to exercise voting rights with respect to stock, either in person or by proxy, and to exercise stock options;

(g) Tax Powers: To prepare, sign, and file joint or separate income tax returns or declarations of estimated tax for any year or years; 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 provision or other tax election; and to prepare, sign and file any claims for refund of any tax;

(h) Safe Deposit Boxes: To have access at any time or times to any safe deposit box rented by me, whatsoever located, and to remove all or any part of the contents thereof, and to surrender or relinquish said safe deposit box, and any institution in which any such safe deposit box maybe located shall not incur any liability to me or my estate as a result of permitting my Agent to exercise this power.

(i) The Power to Hold Property and Make Investments: The power to hold or acquire any property or securities, regardless of whether such property or securities or so-called "legal" investment, where such course is, in the said Agent's opinion, for my best interest;

(j) Power of Access and Disclosure of Medical Records and Financial Information: To request, receive and review any information, verbal or written, regarding my financial affairs or my physical or mental health, including medical and hospital records, and to execute any releases or other documents that may be required in order to obtain such information, and to disclose such information to such persons, organizations, firms or corporations as my Agent shall deem appropriate;

(k) Power to Borrow: To borrow any sum or sums of money on such terms (including the power to borrow against the cash surrender value of any life Insurance policy issued on my life) and with such security, whether real or personal property, bonds, mortgages, deeds of trust, security agreements, and other instruments which may be necessary or proper;

(l) Disclaimer: To exercise or release powers of appointment in whole or in part and to disclaim or renounce in whole or in part any interest that I might otherwise have as a joint owner, beneficiary, heir, or otherwise, and in exercising such discretion my Agent may take into account such matters as shall include but shall not be limited to any reduction in estate or inheritance taxes on my estate, and the effect of such renunciation or disclaimer upon persons interested in my estate and persons who would receive the renounce or disclaim to property;

(m) Trusts: To transfer, assign and convey any property or interest in property, the legal or equitable title to which is in my name, to any trust of which I am the primary beneficiary during my lifetime and under the terms of which I expressly have the power to amend or revoke such trust, and to exercise any right of withdrawal of income and/or principle which I may have pursuant to the terms and conditions of such trust, whether such trust was created before or after the execution of this power of attorney;

(n) Power to Manage Individual Retirement Accounts and Benefit Plans: To exercise all rights, privileges, elections and options I have with regard to any individual retirement account, pension, profit sharing, stock bonus, Keogh, or other retirement plan, or other benefit or similar arrangement; including, but not limited to, the power and discretion to make withdrawals; to determine forms of payment on my behalf or on behalf of my beneficiaries; to make, change, or alter investment decisions; to change custodians or trustees; to make or complete rollovers; and to make direct "trustee-to-trustee" or similar-type transfers of the assets, rights, or other benefits thereof;

(o) Power to Change Beneficiaries on any Insurance Policies on My Life: To change the beneficiaries on any insurance policies on my life that name my estate as beneficiary; provided, however, that neither such right and power, nor any other rights and powers, shall be exercisable with respect to any policies of life insurance on the life of my said Agent herein named, which may at any time be owned by me.

(p) Power to Sue Third Parties Who Fail to Act Pursuant to Power of Attorney: If any third party (including but not limited to stock transfer agents, title insurance companies, banks, credit unions and savings and Loan associations) with whom my Agent seeks to transact, refuses to recognize my Agent's authority to act on my behalf pursuant to this power of attorney, I authorize my Agent to sue and recover from such third-party all resulting damages, cost, expenses and attorney's fees that are incurred because of such failure to act. The costs, expenses and attorney fees incurred in bringing such action shall be charged against my general assets, to the extent that they are not recovered from said third party;

(q) Power to Access, Control, Distribute Digital Media: To obtain passwords to and access digital media accounts including, but not limited to Social Media (Facebook, Twitter) media storage providers (e.g. Dropbox, iCloud Snapfish), email accounts, website blogs, photo storage providers (e.g. Instagram, Snapfish), and music sharing and music storage providers. I expressly authorized my Agent to modify, edit and download digital content, and to terminate or otherwise alter digital accounts and media subscription services.

2. MISCELLANEOUS: I grant to the Agent named herein the following additional powers and Authority;

(a) In the event any Agent named herein should be of the opinion at any time that he does not have the expertise to manage all or any part of my assets, I grant to said Agent the right and power to delegate the management powers herein above granted over all or any part of my assets to any bank or trust company having at such time total resources or assets under management of not less than One Hundred Twenty-Five Million Dollars, and to enter into any management or agency agreements with the said bank or trust company pertaining thereto, with the right on the part of the Agent named herein to revoke and cancel any such agreement at any time upon not more than ninety (90) days written notice to said bank or trust company;

(b) I grant full and absolute authority to the Agent named herein on a non-cumulative yearly basis to make gifts to my heirs at law, in trust or otherwise, as well as to their spouses and to their children, in trust or otherwise, with the amount of gifts to each such person each year not to exceed the amount which is excludable from the total amount of gifts made during such year under Section 2503(b) of the Internal Revenue code of 1986, as amended.

(c) I further authorize and empower the Agent named herein to use and apply so much of the income and principle of the assets comprising my estate as may be necessary or desirable in the sole discretion of said Agent for my maintenance and support, and for the maintenance and support of any person dependent upon me, taking into consideration other income resources or financial assistance available to any of them from all other sources. Any provision herein to the contrary notwithstanding, the Agent still have no power or authority to use or apply the principle to discharge any legal obligation, and that the agent or any other person may have to support me or any dependent or beneficiary of mine, except to the extent that there are no assets reasonably available to the person having the obligation of support to pay the same.

(d) I further authorize and empower my Agent to engage, employee and dismiss any agents, clerks, servants, attorneys-at-law, accountants, investment advisors, custodians or other persons in and about the performance of these presents as my Agent shall think fit.

(e) During any period that I am incapacitated, I expressly vest my Agent with the power to continue my pattern of charitable gifts (but not to exceed the average amount given by me over the last three years in which I was not incapacitated).

Any decision made by the said Agent with respect to the matters set forth herein above in sections 2(b), 2(c), 2(d) and 2(e) shall be final, binding and conclusive upon all of the beneficiaries of my estate and said Agent shall be released and discharged of and from all liability for any such decisions that said Agent may make in good faith with respect thereto.

3. INTERPRETATION AND GOVERNING LAW: This instrument is to be considered construed and interpreted as a general durable power of attorney and shall not be affected by my disability, incompetency or incapacity or by lapse of time. 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.

4. IDEMNITY: I hereby bind myself to indemnify my Agent and any successor who shall so act against any and all claims, demands, losses, damages, actions and causes of action, including expenses, costs and reasonable attorney's fees which my Agent at any time may sustain or incur in connection with carrying out the authority granted him in this power of attorney.

5. THIRD-PARTY RELIANCE: Third parties May rely upon the representations of my Agent as to all matters relating to any power granted to my Agent, and no person who may act in reliance upon the representations of my Agent or the authority granted to my Agent shall incur any liability to me or my estate as a result of permitting my Agent to exercise any power.

6. NOMINATION OF GUARDIAN OR CONSERVATOR: In the event court proceedings are hereafter commenced to appoint a guardian, conservator or other fiduciary to take charge of my person, or to

manage and conserve my property, I hereby nominate and appoint my Agent named to serve hereunder, in the order set forth herein, as my guardian, conservator or other fiduciary, to serve without bond unless otherwise required by a court of competent jurisdiction.

7. REVOCATION: I may voluntarily revoke this general durable power of attorney through written instrument delivered to my Agent. In any event that a person other than my nominated Agent is appointed guardian by a court of competent jurisdiction, said guardian may also revoke this instrument by written instrument delivered to my Agent. Any affidavit executed by my Agent stating that he does not have, at the time of doing any act pursuant to this power of attorney, actual knowledge of the revocation or termination of this power of attorney, is, in the absence of fraud, conclusive proof of the non-revocation or non-termination of the power at that time.

8. DEATH: My death shall not revoke or terminate this agency as to my Agent or any other person who, without actual knowledge of my death, acts in good faith under this power of attorney. Any action so taken, unless otherwise invalid or enforceable, shall be binding upon me and my heirs, devisees and personal representatives.

9. SUBSTITUTE AGENT: If Rodney Terrill Grill ceases to act as my Agent due to his death, incapacity or resignation, I appoint Scott Hand as my Agent.

10. INCAPACITY OF AGENT: Any person acting or named to act as my Agent hereunder or required to be legally competent in order to act hereunder shall be deemed to be legally incompetent to act when a physician whom such person has consulted within the prior three years has certified as to such consultation and also to the present lack of the physical or mental capacity of such person to manage his or her financial affairs.

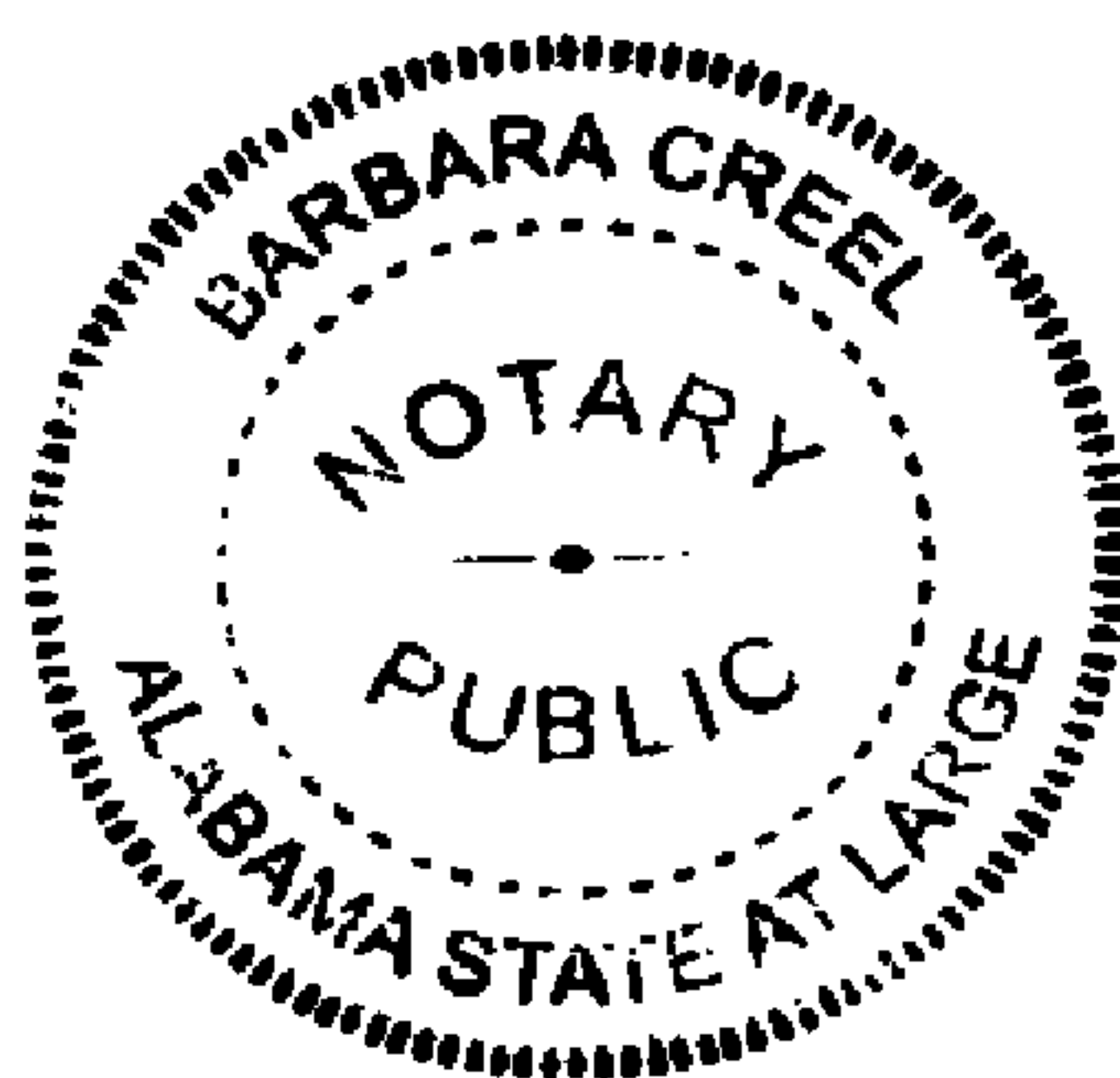
IN WITNESS WHEREOF, I have executed this General Durable Power of Attorney which shall not be affected by my disability, incapacity or incompetency, and I have directed that photographic copies of this power be made, which shall have the same force and effect as an original.

DATED at June on the 16th day of 2023

Vanessa Elaine Joiner
VANESSA ELAINE JOINER, Principal

I, Barbara Creel, a Notary Public, in and for
Shelby county and the State of Alabama, hereby certify that
 VANESSA ELAINE JOINER, whose name is signed to the foregoing Durable Power of Attorney and who is
 known to me, acknowledge before me on this day that, being informed of the contents of said Durable
 Power of Attorney, she executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this the 16th day of June 2023.



Barbara Creel
 NOTARY PUBLIC

My Commission Expires: My Commission Expires
June 8, 2025

ACCEPTANCE OF APPOINTMENT

I, RODNEY TERRILL GRILL, accept my appointment as the agent for VANESSA ELAINE
 JOINER on this the 16th day of Jun 2023.

[Signature]
 RODNEY TERRILL GRILL

I, WARREN SCOTT HAND, accept my appointment as an alternate agent for VANESSA
 ELAINE JOINER on the _____ day of _____.

 WARREN SCOTT HAND



Filed and Recorded
 Official Public Records
 Judge of Probate, Shelby County Alabama, County
 Clerk
 Shelby County, AL
 08/10/2023 11:22:36 AM
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6 Prepared by:
 Vanessa Elaine Joiner
 384 Strathave Drive
 Pelham, Al 35124

Initials VLJ

Allen S. Bayl