

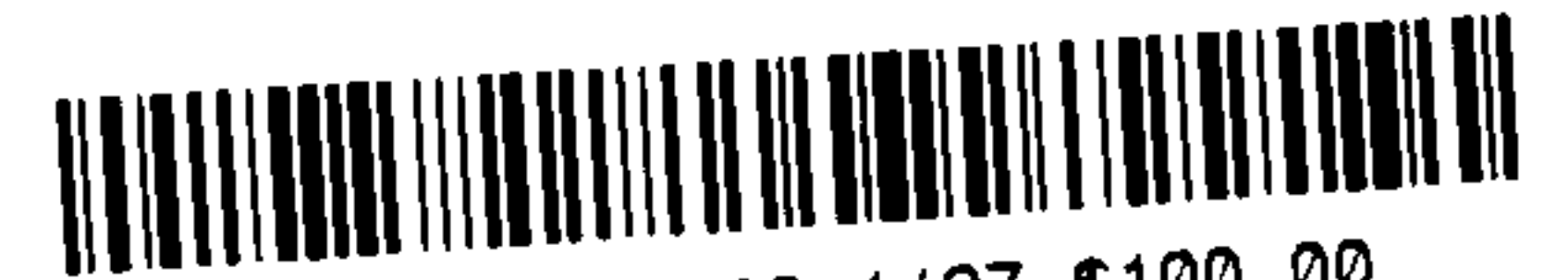
PROMISSORY NOTE

Borrower: Miriam A. Edwards Management Trust; 2416 Chuchura Road Birmingham, AL 35244

Lender: Carbon Processing and Reclamation LLC; 142 Corporate Way Pelham, AL 35124

Principal Amount: \$89,157.88, plus funds as needed

Date of Note: November 9, 2023


20231113000331430 1/27 \$100.00
Shelby Cnty Judge of Probate, AL
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PROMISE TO PAY. Miriam A. Edwards Management Trust ("Borrower") promises to pay to Carbon Processing and Reclamation LLC ("Lender"), or order, in lawful money of the United States of America, a principal amount to be determined as monies continues to be advanced by Lender or so much as may be outstanding, together with interest on the unpaid outstanding principal balance of each advance. Interest shall be calculated from the date of each advance until repayment of each advance. As of September 30, 2023 the principal amount is \$89,157.88 (eighty nine thousand one hundred fifty seven dollars and eighty-eight cents.)

PAYMENT. Borrower will pay this loan in one payment of all outstanding principal plus all accrued unpaid interest at demand by Lender. In addition, Borrower may pay regular monthly payments of all accrued unpaid interest due as of each payment date, beginning December 9, 2023, with all subsequent interest payments to be due on the same day of each month after that. Unless otherwise agreed or required by applicable law, payments will be applied first to any accrued unpaid interest; then to principal; then to any late charges; and then to any unpaid collection costs. Borrower will pay Lender at Lender's address shown above or at such other place as Lender may designate in writing.

VARIABLE INTEREST RATE. The interest rate on this Note is subject to change from time to time based on changes in an independent index which is the Adjusted Daily Simple Secured Overnight Financing Rate ("SOFR") which includes a Spread Adjustment (the "Index"). The Index is not necessarily the lowest rate charged by Lender on its loans. Lender will tell Borrower the current Index rate upon Borrower's request. The interest rate change will not occur more often than each day upon which there is a change in the Index. Borrower understands that Lender may make loans based on other rates as well. The Index currently is **5.33%** per annum. Interest on the unpaid principal balance of this Note will be calculated as described in the "INTEREST CALCULATION METHOD" paragraph using a rate of 1.00 percentage points over the Index (the "Margin"), adjusted if necessary for any minimum and maximum rate limitations described below, resulting in an initial rate of 6.33% per annum based on a year of 360 days. For each interest rate change, the new interest rate will be determined using the most recent Index figure available as of 5 days before the date of the scheduled interest rate change.

If any term or provision of this section or elsewhere in this Note is found by a court of competent jurisdiction to be invalid, illegal or otherwise unenforceable, the same shall not affect the other terms or provisions hereof or the whole of this Note, but such term or provision shall be deemed modified to the extent necessary in the court's opinion to render such term or provision enforceable, and the rights and obligations of the parties shall be construed and enforced accordingly, preserving to the fullest permissible extent the intent and agreements of the parties herein set forth. A failure or delay in exercising any right, power, or privilege by Lender will not be presumed to operate as a waiver of the ability to exercise such rights, powers or privileges.

NOTICE: Under no circumstances will the interest rate on this Note be less than 1.500% per annum or more than the maximum rate allowed by applicable law.

INTEREST CALCULATION METHOD. Interest on this Note is computed on a 365-360 basis; that is, by applying the ratio of the interest rate over a year of 360 days, multiplied by the outstanding principal balance, multiplied by the actual number of days the principal balance is outstanding. All interest payable under this Note is computed using this method.

PREPAYMENT. Borrower may pay without penalty all or a portion of the amount owed earlier than it is due. Early payments will not, unless agreed to by Lender in writing, relieve Borrower of Borrower's obligation to continue to make payments of accrued unpaid interest. Rather, early payments will reduce the principal balance due. Borrower agrees not to send Lender payments marked "paid in full", "without recourse", or similar language. If Borrower sends such a payment, Lender may accept it without losing *any* of Lender's rights under this Note, and Borrower will remain obligated to pay any further amount owed to Lender. All written communications concerning disputed amounts, including *any* check or other payment instrument that indicates that the payment constitutes "payment in full" of the amount owed or that is tendered with other conditions or limitations or as full satisfaction of a disputed amount must be mailed or delivered to: Carbon Processing and Reclamation LLC 2416 Chuchura Road, Birmingham, AL 35244.

ADDITIONAL PREPAYMENT PROVISION. Borrower agrees that all loan fees and other prepaid finance charges are earned fully as of the date of the loan and will not be refunded to Borrower upon early payment (whether voluntary or as a result of default), except as otherwise required by law.

INTEREST AFTER DEFAULT. Upon default, including failure to pay upon final maturity, the total sum due under this Note will continue to accrue interest at the interest rate under this Note. However, in no event will the interest rate exceed the maximum interest rate limitations under applicable law.



DEFAULT. Each of the following shall constitute an event of default ("Event of Default") under this Note: Payment Default. Borrower fails to make *any* payment when due under this Note.

Other Defaults. Borrower fails to comply with or to perform any other term, obligation, covenant or condition contained in this Note or in any of the related documents or to comply with or to perform any term, obligation, covenant or condition contained in any other agreement between Lender and Borrower.

False Statements. Any warranty, representation or statement made or furnished to Lender by Borrower or on Borrower's behalf under this Note or the related documents is false or misleading in any material respect, either now or at the time made or furnished or becomes false or misleading at any time thereafter.

Death or Insolvency. The death of Borrower or the dissolution or termination of Borrower's existence as a going business, the insolvency of Borrower, the appointment of a receiver for any part of Borrower's property, any assignment for the benefit of creditors, any type of creditor workout, or the commencement of any proceeding under any bankruptcy or insolvency laws by or against Borrower

Creditor or Forfeiture Proceedings. Commencement of foreclosure or forfeiture proceedings, whether by judicial proceeding, self-help, repossession or any other method, by any creditor of Borrower or by any governmental agency against any collateral securing the loan. This includes garnishment of any of Borrower's accounts, including deposit accounts, with Lender. However, this Event of Default shall not apply if there is a good faith dispute by Borrower as to the validity or reasonableness of the claim which is the basis of the creditor or forfeiture proceeding and if Borrower gives Lender written notice of the creditor or forfeiture proceeding and deposits with Lender monies or a surety bond for the creditor or forfeiture proceeding, in an amount determined by Lender, in its sole discretion, as being an adequate reserve or bond for the dispute.

Events Affecting Guarantor. Any of the preceding events occurs with respect to any guarantor, endorser, surety, or accommodation party **of any of the indebtedness or any guarantor, endorser, surety, or accommodation party dies or becomes incompetent, or revokes or** disputes the validity of, or liability under, any guaranty of the indebtedness evidenced by this Note.

Adverse Change. A material adverse change occurs in Borrower's financial condition, or Lender believes the prospect of payment or performance of this Note is impaired.

LENDER'S RIGHTS. Upon the occurrence of any default described in the "Death or Insolvency" or "Creditor or Forfeiture Proceedings" clauses, to the extent that any such default by a guarantor relates to the matters described in the clause "Death or Insolvency" of the paragraph entitled "DEFAULT", the entire unpaid principal balance under this Note and all accrued unpaid interest shall become immediately due, without notice,



declaration or other action by Lender, and then Borrower will pay that amount. Upon the occurrence of any other default described in that paragraph, Lender may declare the entire unpaid principal balance under this Note and all accrued unpaid interest immediately due, without notice, and then Borrower will pay that amount.

ATTORNEY'S FEES; EXPENSES. Lender may hire or pay someone else to help collect this Note if Borrower does not pay. Borrower will pay Lender that amount. This includes, subject to any limits under applicable law, Lender's attorneys' fees and Lender's legal expenses whether or not there is a lawsuit, including attorneys' fees and expenses for bankruptcy proceedings (including efforts to modify or vacate any automatic stay or injunction), appeals, and any anticipated post-judgment collection services. If not prohibited by applicable law, Borrower also will pay any court costs, in addition to all other sums provided by law.

JURY WAIVER. Lender and Borrower hereby waive the right to any jury trial in any action, proceeding, or counterclaim brought by either Lender or Borrower against the other.

GOVERNING LAW. This Note will be governed by laws of the State of Alabama without regard to its conflicts of law provisions. This Note has been accepted by Lender in the State of Alabama.

DISHONORED ITEM FEE. Borrower will pay a fee to Lender of \$25.00 if Borrower makes a payment on Borrower's loan and the check or preauthorized charge with which Borrower pays is later dishonored.

RIGHT OF SETOFF. To the extent permitted by applicable law, Lender reserves a right of setoff in all Borrower's accounts with Lender {whether checking, savings, or some other account}. This includes all accounts Borrower holds jointly with someone else and all accounts Borrower may open in the future. However, this does not include any IRA or Keogh accounts, or any trust accounts for which setoff would be prohibited by law. Borrower authorizes Lender, to the extent permitted by applicable law, to charge or setoff all sums owing on the indebtedness against any and all such accounts.

COLLATERAL. Borrower acknowledges this Note is secured by the following collateral described in the security instrument listed herein:

(A) Accounts held at Regions bank in the name of:

- (1) Miriam Edwards Management Trust
- (2) Miriam Edwards Special Needs Trust

LINE OF CREDIT. This Note evidences a line of credit. Advances under this Note, as well as directions for payment from Borrower's accounts, may be requested orally or in writing by Borrower or by an authorized person. Lender may, but need not, require that all oral requests be confirmed in

writing. Borrower agrees to be liable for all sums either: (A) advanced in accordance with the instructions of an authorized person or (B) credited to any of Borrower's accounts with Lender. The unpaid principal balance owing on this Note at any time may be evidenced by endorsements on this Note or by Lender's internal records, including daily computer printouts.

ADMINISTRATIVE RENEWAL. Borrower and Lender further agree that the Note shall be further amended by this Agreement to include a new section entitled "Administrative Renewal", as set forth below, to-wit:

ADMINISTRATIVE RENEWAL: Lender may on one or more occasions, in its sole and absolute discretion, extend the date(s) on which payments are due or the Maturity Date of this Note to such date(s) as Lender may designate, regardless of the number of such extensions, which extensions must in each case be in writing, signed by an authorized officer of Lender, delivered to Borrower (the "Extension Notice"), and duly entered in the Lender's book and records of this Note. Provided an Extension Notice meets each of the foregoing requirements, Borrower agrees that Lender need not obtain Borrower's signature to be effective. Oral extensions shall not be effective. The Extension Notice may specify the revised dates for such extended payments and/or the revised Maturity Date. Interest shall continue to accrue as provided for in this Note and all accrued and unpaid principal, interest and other fees or charges under this Note shall be due and payable as stated in the Extension Notice. Without limitation on the foregoing, Lender may modify the terms of this Note or any instrument securing, guaranteeing or relating to this Note on the signature of any one Borrower signing this Note without the consent or signature of any other Borrower or any endorsers, guarantors and other accommodations parties.

Borrower waives all defenses that might be available on account of an Extension Notice or any of the Lender permitted actions above, none of which shall constitute a discharge, satisfaction or novation of the Note. All makers, endorsers, guarantors and other accommodations parties and successors thereof to this Note shall remain liable on the Note or any guaranty unless and until such parties are released from those obligations in a writing signed by Lender; no such party shall be deemed released by virtue of the actions permitted above. The execution and delivery of an Extension Notice or any of the other actions permitted above do not waive Lender's right to require strict performance of this Note, as extended, nor obligate Lender to make future modifications, extensions, or changes.

Should Borrower or any maker, endorser, guarantor, or accommodation party or any successor thereof object to an Extension Notice or other actions of Lender permitted above, such party must first make all payments then on this Note that would have been then due but for the Extension Notice. By failing to pay according to the terms of the Note in existence before this Extension Notice, Borrower accepts the Extension Notice; ratifies, confirms and acknowledges the Note to be in full force and effect and binding upon Borrower; and further agrees that Lender's lien on all collateral given as

security for the Note as well as any security agreement, security deed, deed of trust or mortgage given to secure the Note shall remain in full force and effect with respect to the Note as extended by such Extension Notice.

For purposes of this "Administrative Renewal" section, the following capitalized words or terms shall have the following meanings: "Borrower" shall mean all makers, co-makers, signers, co-signer signing the Note and their successors and assigns, jointly and severally; "Lender" shall mean Carbon Processing and Reclamation LLC and its successors and assigns; "Maturity Date" shall mean the date the last or final payment is due as presently stated in the Note; and "Note" shall mean the promissory note (as most recently renewed, modified, extended or refinanced) evidencing the loan from Lender to Borrower identified herein. The provisions of this Section shall control if they are in direct conflict with any other provisions of the Note.

DISHONORED ITEM FEE. In the event that any payment made on this Note by check or preauthorized charge is dishonored for insufficient funds or any other reason, Borrower agrees to pay Lender a fee of \$25.00 (unless applicable law requires a lower charge or prohibits such charge) irrespective of whether the dishonored payment was tendered by Borrower or another acting on Borrower's behalf or whether the item is subsequently honored by the depository institution on which it was drawn. Such fee will be immediately due and owed by Borrower without notice or demand and shall be in addition to and not in lieu of any other late fee. The lender may collect such fee through any lawful means including set off against any account of Borrower unless such is prohibited by applicable law.

INDEX DEFINITIONS. The capitalized terms set out in the INDEX REPLACEMENT' section shall have the following meanings for purposes of this Note including, without limitation, the sections entitled VARIABLE INTEREST RATE, INDEX REPLACEMENT and NOTICE:

Adjusted Daily SOFR Rate means Daily Simple SOFR plus the Spread Adjustment, adjusting daily with each change in Daily Simple SOFR.

Applicable Rate means the Adjusted Daily SOFR Rate plus the Margin, unless there is an Index Replacement Event and implementation of an Index Replacement as provided herein or unless this Note or any agreement related to the loan evidenced by this Note provides for an alternate rate upon the occurrence of an Event of Default. All references to the "interest rate on this Note" shall mean the Applicable Rate. The Applicable Rate shall be subject to any maximum or minimum limits set forth in the section entitled "NOTICE" that immediately follows the INDEX REPLACEMENT section except as otherwise provided in Daily Simple SOFR paragraph definition below. The principal outstanding on this Note shall bear interest at the Applicable Rate until this Note and the principal outstanding is paid in full.

Business Day means any day other than Saturday, Sunday or any other day on which commercial banks in the State of Alabama, are authorized or required by law to close; provided that, when used in connection with

SOFR, the component of the Applicable Rate based upon SOFR or any other calculation or determination involving SOFR, the term "Business Day" means any such day that is also a U.S. Government Securities Business Day. The use of the word "days" for purposes of determining the day the most recent Index was available in accordance with the last sentence of the VARIABLE INTEREST RATE section above shall mean "Business Days", with the further understanding that if the day determined by the number of "days" specified is not a Business Day, it shall mean the Business Day immediately preceding such day.

Daily Simple SOFR means for any day (a "SOFR Interest Day"), an interest rate per annum equal to (a) SOFR for the day that is five (5) Business Days prior to (i) if such SOFR Interest Day is a Business Day, such SOFR Interest Day, or (ii) if such SOFR Interest Day is not a Business Day, the Business Day immediately preceding such SOFR Interest Day. Any change in Daily Simple SOFR due to the change in SOFR shall be effective from and including the effective date of such change in SOFR without notice to the Borrower. The Daily Simple SOFR shall be adjusted daily in accordance with changes in SOFR. Provided, however, that if the Daily Simple SOFR is ever less than the Index Floor, it shall be deemed to be the Index Floor.

Index means, initially, as set forth in the "VARIABLE INTEREST RATE" section above, Adjusted Daily Simple SOFR Rate, with the further agreement that if an Index Replacement Event has occurred with respect to Daily Simple SOFR, and Lender has exercised its right to select a Replacement Index, then "Index" means the applicable Index Replacement, to the extent that such Index Replacement has become effective as provided herein.

Index Floor means zero percent (0%; 0 basis points).

Index Replacement means a replacement index or rate determined by Lender in its sole judgment, including any adjustment to the replacement rate to reflect a different credit spread or other mathematical adjustment deemed necessary by Lender in its sole judgment.

Index Replacement Conforming Changes means, with respect to any Index Replacement, any technical, administrative or operational changes (including changes to the definition of "Business Day," the addition of a concept of "interest period," timing and frequency of determining rates and making payments of interest, length of lookback periods and other technical, administrative or operational matters) that Lender decides may be appropriate to reflect the adoption and implementation of such Index Replacement and to permit the administration thereof by Lender in a manner substantially consistent with market practice (or, if Lender decides that adoption of any portion of such market practice is not administratively feasible or that no market practice for the administration of the Index Replacement exists, in such other manner of administration as Lender decides is reasonably necessary in connection with the administration of an Index Replacement).

Index Replacement Event means the occurrence of any of the following events prior to payment in full of the principal indebtedness due under this Note and any renewal, extension, modification, substitution or replacement thereof: (a) a public announcement or publication of information by the Federal Reserve



Board or the Federal Reserve Bank of New York that either the Index or Available Tenor (or any component of either) will be discontinued or may be discontinued permanently or indefinitely; (b) a public announcement or publication of information that either the Index or Available Tenor (or any component of either) will be discontinued or may be discontinued permanently or indefinitely, whether such statement or announcement is made by or on behalf of the SOFR Administrator, any successor to the SOFR Administrator, or any Person having authority over or assuming the responsibility of the SOFR Administrator (i.e. insolvency official, resolution authority, court, regulatory supervisory, or the like), (c) a public statement or publication of information by the regulatory supervisor for the SOFR Administrator of such Index (or the published component used in the calculation thereof) announcing that the Available Tenor of such Index (or any component of either) is no longer representative; (d) any event or occurrence that results in the Index or Available Tenor being discontinued or no longer available or ascertainable on a lawful basis or otherwise, or (e) the determination by Lender in its sole discretion that the Index or Available Tenor is no longer an appropriate benchmark based on (i) it no longer equating in function and effect to the designated Index utilized to determine the Applicable Rate at the inception of this Note, or (ii) it no longer being generally utilized as an index for comparable loans made by similar commercial lenders operating in the Lender's market..

Margin means the marginal rate of interest, if any, to be added or subtracted to the Index after the addition of the Spread Adjustment, as specified in the section entitled "**VARIABLE INTEREST RATE**" above, to determine the Adjusted Daily SOFR Rate.

Person means any individual, corporation, limited liability company, partnership, joint venture, association, joint stock-stock company, trust unincorporated organization or government or any agency or political subdivision thereof.

SOFR means, with respect to any Business Day, a rate per annum equal to the secured overnight financing rate for such Business Day published by the SOFR Administrator on the SOFR Administrator's Website on the immediately succeeding Business Day.

SOFR Administrator means the Federal Reserve Bank of New York (or a successor administrator of the secured overnight financing rate).

SOFR Administrator's Website means the website of the Federal Reserve Bank of New York, currently at <http://www.newyorkfed.org> or any successor source for the secured overnight financing rate identified as such by the SOFR Administrator from time to time.

SOFR Interest Day means the term specified in the definition of "Daily Simple SOFR".

Spread Adjustment shall be eleven (11) basis points (0.11%), as set forth in the section entitled "VARIABLE INTEREST RATE" above.

U.S. Government Securities Business Day means Any day except for (i) a Saturday, (ii) a Sunday, or (iii) a day on which the Securities Industry and

Financial Markets Association recommends that the fixed income departments of its members be closed for the entire day for purposes of trading in United States government securities.

SUCCESSOR INTERESTS. The terms of this Note shall be binding upon Borrower, and upon Borrower's heirs, personal representatives, successors and assigns, and shall inure to the benefit of Lender and its successors and assigns.

GENERAL PROVISIONS. If any part of this Note cannot be enforced, this fact will not affect the rest of the Note. Lender may delay or forgo enforcing any of its rights or remedies under this Note without losing them. The borrower and any other person who signs, guarantees or endorses this Note, to the extent allowed by law, waive presentment, demand for payment, and notice of dishonor. Upon any change in the terms of this Note, and unless otherwise expressly stated in writing, no party who signs this Note, whether as maker, guarantor, accommodation maker or endorser, shall be released from liability. All such parties agree that Lender may renew or extend (repeatedly and for any length of time) this loan or release any party or guarantor or collateral; or impair, fail to realize upon or perfect Lender's security interest in the collateral; and take any other action deemed necessary by Lender without the consent of or notice to anyone. All such parties also agree that Lender may modify this loan without the consent of or notice to anyone other than the party with whom the modification is made. The obligations under this Note are joint and several.

PRIOR TO SIGNING THIS NOTE, BORROWER READ AND UNDERSTOOD ALL THE PROVISIONS OF THIS NOTE, INCLUDING THE VARIABLE INTEREST RATE PROVISIONS. BORROWER AGREES TO THE TERMS OF THE NOTE.

BORROWER ACKNOWLEDGES RECEIPT OF A COMPLETED COPY OF THIS PROMISSORY NOTE.

THIS NOTE IS GIVEN UNDER SEAL AND IT IS INTENDED THAT THIS NOTE IS AND SHALL CONSTITUTE AND HAVE THE EFFECT OF A SEALED INSTRUMENT ACCORDING TO LAW.

[SIGNATURE PAGE TO FOLLOW]



BORROWER:

William L. Jones Jr. as POA/Trustee for Miriam A. Edwards
and the Miriam A. Edwards Management Trust
and the Miriam A. Edwards Management Trust.

LENDER:

Russell L. Stone as POA for William L. Jones, Jr., member,
Carbon Processing and Reclamation LLC
Carbon Processing and Reclamation, LLC.

STATE OF ALABAMA
COUNTY OF JEFFERSON

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

Given under my hand and official seal this the 9 day of November, 2023.

Cynthia P. Bishop
(Signature of Person Taking
Acknowledgment)

My commission expires: 6-16-2027

STATE OF ALABAMA
COUNTY OF JEFFERSON

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

Given under my hand and official seal this the 9 day of November, 2023.

Cynthia P. Bishop
(Signature of Person Taking
Acknowledgment)

My commission expires: 6-16-2027

Prepared By:
Brian D. Hayes LLC
PO Box 1598
Pelham, AL 35124
bhayes@gmail.com



20231113000331430 11/27 \$100.00
Shelby Cnty Judge of Probate, AL
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This instrument was prepared by
Elizabeth H. Hutchins
Sirote & Permutt, P.C.
2311 Highland Avenue South
Birmingham, Alabama 35205

GENERAL DURABLE POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That I, WILLIAM L. JONES, JR., of the County of Escambia, State of Florida, have made, constituted and appointed, and by these presents do make, constitute and appoint RUSSELL L. STONE and BRIAN HAYES 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. GRANT OF POWER: I grant my Agent the power to exercise or perform the following acts, powers, duties, rights and obligations 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. 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, 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, intangible and tangible 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, 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 documents pertaining to the sale of any of my real or personal property; and to enter into bonds, contracts, mortgages and deeds connected therewith;

(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



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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 conduct banking transactions as provided in § 709.2208(1), Florida Statutes, including, without limitation, 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; provided, however, that my Agent may not create or change rights of survivorship associated with any bank or brokerage account or certificate unless specifically authorized herein;

(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 employ 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, wheresoever 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 may be located shall not incur any liability to me or my estate as a result of permitting my Agent to exercise this power; provided, that my Agent shall make out and keep an inventory of the contents of any safe deposit box rented by me each time my Agent gains access to said safe deposit box, as required by § 709.2214(1)(d) of the Florida Statutes;

(i) Power to Hold Property and Make Investments: The power to hold or acquire any property or securities, and to conduct investment transactions as provided in § 709.2208(2), Florida Statutes;

(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, hospital, and health insurance 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, as my Agent may think fit, and for that purpose to execute all promissory notes, bonds, mortgages, deeds of trust, security agreements, and other instruments which may be necessary or proper;

(l) 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 principal 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;

(m) 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 roll-overs; and to make direct "trustee-to-trustee" or similar type transfers of the assets, rights, or other benefits thereof;

(n) Power to Manage Qualified Tuition Plan Accounts: To exercise all rights, privileges, elections and options I have as the plan participant or account owner of any Qualified Tuition Plan, as defined by Section 529 of the Internal Revenue Code of 1986, as amended; including, but not limited to, the power and discretion to make distributions to designated beneficiaries, regardless of whether such distributions cause adverse federal or state income tax consequences or penalties; to make, change, or alter investment decisions; to transfer assets from one plan to another regardless of whether the transferee plan is a savings plan or prepaid tuition plan sponsored by a state or educational institution; and to obtain a refund of account assets to the extent permitted by the plan agreement. Notwithstanding anything above to the contrary, my Agent shall not have the power to change the designated beneficiary of any Qualified Tuition Plan of which I am the plan participant or account owner, or to make a plan transfer that results in such a change;

(o) 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, costs, expenses, and attorney's fees that are incurred because of such failure to act. The costs, expenses, and attorney's 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.

2. POWERS REQUIRING SPECIFIC ENUMERATION: By placing my initials in the spaces at the end of each of the following subparagraphs, I grant to the Agent named herein the following additional powers and authority:

(a) 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 renounced or disclaimed property;

(b) Waiver of Right to be Beneficiary of Joint & Survivor Annuity: To waive my right to be a beneficiary of a joint and survivor annuity, including a survivor benefit under a retirement plan;

(c) 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 any such change must be consistent with the terms of my most current Last Will and Testament, and 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;

(d) Charitable Gifts: During any period that I am incapacitated, I expressly

vest my Agent with the power to continue my pattern of charitable gifts (but the aggregate annual amount of such gifts shall not exceed the average annual amount given by me over the last three years in which I was not incapacitated).

Any decisions made by the said Agent with respect to the matters set forth hereinabove in this section 2 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. 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 or she 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 hereinabove 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 further authorize and empower the Agent named herein to use and apply so much of the income and principal 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 benefit 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 shall have no power or authority to use or apply the principal to discharge any legal obligation 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.

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

Any decisions made by the said Agent with respect to the matters set forth hereinabove in section 3 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.

4. INTERPRETATION AND GOVERNING LAW: This instrument is to be 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, except as provided in § 709.2109 of the Florida Statutes. The enumeration of specific powers herein is not intended to, nor does it, limit or



restrict the general powers herein granted to my Agent. The laws of the State of Florida shall govern all questions as to the validity of this instrument and the construction of its provisions.

5. INDEMNITY: 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 attorneys' fees which my Agent at any time may sustain or incur in connection with carrying out the authority granted him or her in this power of attorney.

6. 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.

7. 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.

8. REVOCATION: This general durable power of attorney may be voluntarily revoked by me at any time by written instrument. In the event that a person, other than my nominated Agent, is appointed guardian by a court of competent jurisdiction, said guardian may also revoke this general durable power of attorney at any time by written instrument. Any affidavit executed by my Agent stating that he or she 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, either by delivery of such revocation to my Agent or otherwise, is, in the absence of fraud, conclusive proof of the nonrevocation or nontermination of the power at that time.

9. 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 unenforceable, shall be binding upon me and my heirs, devisees, and personal representatives.

10. SUBSTITUTE AGENT: If either Russell L. Stone or Brian Hayes ceases to act as my Agent due to his death, incapacity, or resignation, I appoint the other or the survivor of them as my Agent.

11. JOINT POWER: So long as both Russell L. Stone and Brian Hayes shall be serving as my Agent hereunder, it is my intent that the power granted to my said Agents shall be a joint power, which shall be exercised by my said Agents as they may from time to time act on my behalf. The individuals named as my Agent may establish bank accounts and may authorize that checks or drafts may be drawn on, or withdrawal made from, any such account on the individual signature of any one such named individual.

12. INCAPACITY, DEATH OR RESIGNATION OF AGENT: Any person acting or named to act as my Agent hereunder (i) shall be deemed to be incompetent to act when a licensed physician or neuropsychologist whom such person has consulted within the prior three years has certified as to such consultation and also as to the present lack of capacity of such person to manage his or her financial affairs; (ii) shall be proven as deceased by an affidavit of a surviving joint agent or named successor agent, as applicable, which attaches proof of death of the deceased agent, and (iii) be considered a past, resigned Agent, after executing a letter of resignation in which the agent or joint agent declines to serve as agent.

IN WITNESS WHEREOF, I have executed this General Durable Power of Attorney,
which shall not be affected by my disability, incapacity or incompetency, except as provided in Chapter
709, Florida Statutes, 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 Birmingham, Alabama, on the 14 day of April, 2015.

[Signature]
Witness Signature

[Signature] (SEAL)
William L. Jones, Jr., as Principal

Elizabeth H. Hutchins
Witness Printed Name

[Signature]
Witness Signature

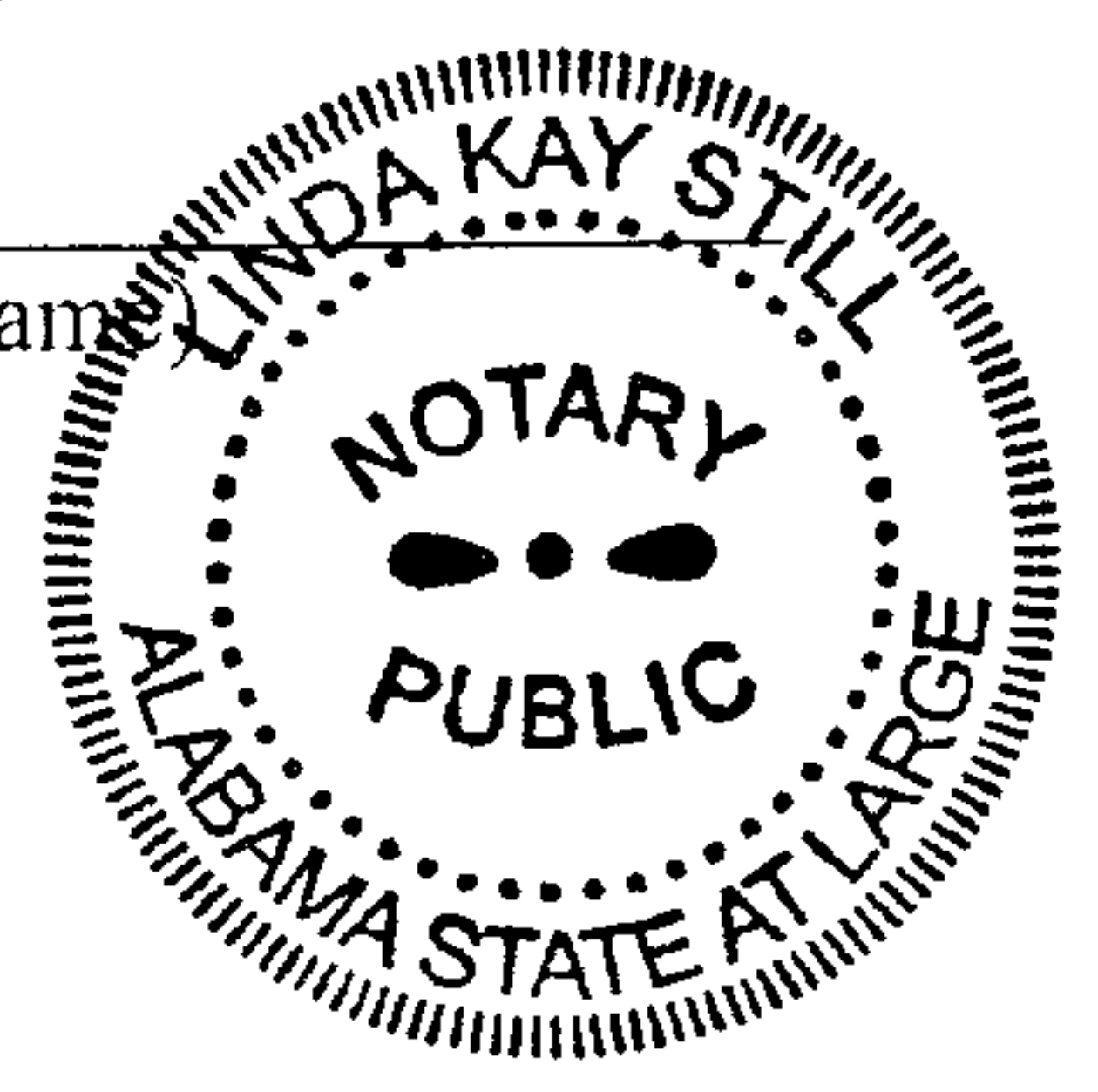
Judy Abbott
Witness Printed Name

STATE OF ALABAMA
COUNTY OF JEFFERSON

Acknowledged and subscribed before me by William L. Jones, Jr., who is personally known to
me or who has produced _____ as identification, sworn to and subscribed by
Elizabeth H. Hutchins a witness who is personally known to me or who has produced
_____ as identification, and by Judy Abbott, a witness
who is personally known to me or who has produced _____ as identification, and
subscribed by me in the presence of William L. Jones, Jr. and the subscribing witnesses all on this the
14th day of April, 2015.

[Signature]
Notary Public, State of Alabama
1-12-17
(Print, type or stamp commissioned name)

[SEAL]





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**DURABLE POWER OF ATTORNEY
OF
MIRIAM A. EDWARDS**

ARTICLE I

INTRODUCTION

Introductory Provision. I, **MIRIAM A. EDWARDS**, as principal (the "Principal") have this day appointed **WILLIAM L. JONES, JR.** to serve as my agent ("Agent") and to exercise the powers and discretions set forth below. In addition, to provide for succession in the event that my Agent cannot serve or continue to serve, I appoint the following persons to serve as consecutive alternates to my Agent named above and who shall serve in the order specified below:

First Alternate

GEORGE E. EDWARDS, SR.

Second Alternate

JESSE A. EDWARDS

If any Alternate Agent shall be unable or unwilling or unavailable to serve or to continue to serve as my Agent, the next Alternate Agent named above shall serve as my Agent.

Statement of Intent to Create Durable Power of Attorney Under State Statute. By this instrument I intend to create a Durable Power of Attorney under Alabama law. I hereby revoke all Powers of Attorney heretofore made by me as Principal and terminate all agency relationships created by me except: (1) Powers granted by me under any Advance Health Care Directive; (2) Powers granting access to a safe deposit box; and (3) Powers granted by me on forms provided by financial institutions granting access and control to accounts to which I am a signatory.

Agent Authorization. All persons named as Agents or Alternate Agents herein, who have succeeded to the office of Agent, are granted the powers and discretions described in the following provisions.

Delegation of All Powers Lawful to Delegate. I herewith delegate to my Agent each and every power that I may lawfully delegate, subject only to those limitations specifically set forth in this instrument.

ARTICLE II

ASSET POWERS

Introduction. My Agent is authorized in my Agent's sole and absolute discretion from time to time and at any time, with respect to any and all of my property and interests in property, real, personal, intangible and mixed, as follows:

(1) **Power to Sell.** My Agent is authorized to 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



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conditions and security as my Agent shall deem appropriate and to grant options with respect to sales thereof.

(2) **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.

(3) **Power to Invest.** My Agent is authorized to invest and reinvest all or any part of my property in any property or interests, including undivided interests, in property, real, personal, intangible and/or mixed, wherever located. Such investments shall include, but shall not be limited to: stocks, bonds, exchange traded funds, bond mutual funds, equity mutual funds, annuities (both fixed and variable), certificates of deposit, money market accounts, unit investment trusts and convertibles.

(4) **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, release; 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.

(5) **Power to Manage 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.

(6) **Power to Manage Digital Property.** My Agent shall have (i) the power to access, use and control my digital devices, including but not limited to, desktops, laptops, tablets, peripherals, storage devices, mobile telephones, smartphones, and any similar device which currently exists or exists in the future as technology develops for the purpose of accessing, modifying, deleting, controlling or transferring my digital assets; and (ii) the power to access, modify, delete, control and transfer my digital assets, including but not limited to, any email accounts, digital music, digital photographs, digital videos, software licenses, social network accounts, file sharing accounts, financial accounts, domain registrations, web hosting accounts, tax preparation service accounts, online stores, affiliate programs, other online programs, including frequent flyer and other bonus programs, and similar digital items which currently exist or exist in the future as technology develops.

(7) **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.

(8) **Power to Exercise Rights in Securities.** My Agent is authorized to exercise all rights with respect to corporate securities which I now own or may hereafter acquire.



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(9) **Power to Demand and Receive.** My Agent is authorized to demand, arbitrate, 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.

(10) **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.

(11) **Power With Respect to Employment 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.

(12) **Power With Respect to 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 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.

(13) **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.

(14) **Power With Respect to Credit.** My Agent is authorized to request a credit report or place a security freeze, fraud alert or active-duty fraud alert on my credit on my behalf.

(15) **Power With Respect to Legal and Other Actions.** My Agent is authorized to institute, supervise, prosecute, defend, intervene in, abandon, compromise, 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.

(16) **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 (including all digital accounts).



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(17) **Power to 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.

(18) **Power Regarding Trusts for the Principal.** My Agent is authorized to create, amend, revoke or terminate any *inter vivos* trust on my behalf. This power shall specifically include the power to create both revocable and irrevocable trusts, including the power to enter into a "pooled income" trust agreement (such as the Alabama Family Trust) on my behalf. Any such action must be consistent with the overall structure of my estate plan.

(19) **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 trust agreement created by me before or after the execution of this instrument or any trust agreement that is for my benefit (including any "pooled income" trust agreement), any and all of my cash, real or personal property of all kinds, or interests in property.

(20) **Power to Withdraw Funds From Trusts.** My Agent is authorized to request, withdraw, and/or receive the income or corpus of any trust over which I may have a right of withdrawal and to exercise or let lapse any power of withdrawal.

(21) **Power to Renounce and 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; to file an accounting with a court of competent jurisdiction or settle on an informal method as my Agent shall deem appropriate.

(22) **Power to Act as Fiduciary.** My Agent is authorized to exercise any fiduciary powers that I have the right to delegate to a third party.

(23) **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.

(24) **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, and disability income insurance for me or any of my dependents, and liability insurance on assets of mine against loss or damage.

(25) **Power With Respect to 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, and any power of attorney form appointing an agent required by the Internal Revenue Service and/or any state and/or local taxing authority.



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(26) **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.

(27) **Power to Make Gifts.** My Agent is authorized to make gifts or other transfers in any amount without consideration either outright or in trust (including the forgiveness of indebtedness and the completion of any charitable pledges I may have made) to such person or organization as my Agent shall select; to consent to the splitting of gifts under Section 2513 of the Internal Revenue Code; to pay any gift tax that may arise by reason of such gift; and to gift or otherwise spend down my estate for Medicaid eligibility planning.

(28) **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.

(29) **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.

(30) **Power to Change Beneficiaries.** My Agent is authorized to change the beneficiaries on any insurance policies on my life, and 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. My Agent is also authorized to change the beneficiaries on any retirement assets I may own, including, but not limited to: IRAs, 401Ks, 403bs and pension plans. Notwithstanding any contrary provision herein, any such changes must be consistent with the overall structure of my estate plan.

(31) **Power to Change Rights of Survivorship.** My Agent is authorized to change the rights of survivorship for any asset in which I have an ownership interest and a right to change the survivorship rules. Notwithstanding any contrary provision herein, any such changes must be consistent with the overall structure of my estate plan.

(32) **Power to Delegate Authority Granted.** My Agent is authorized to delegate any authority granted to my said Agent under this power of attorney.

(33) **Governmental Entitlement Powers.** My Agent is authorized to deal with any and all state or federal agencies from whom I receive or am entitled to receive governmental benefits of any description or amount in order to: (i) prepare and file all documents required by such agencies; (ii) apply for any benefits to which I may be entitled; (iii) modify the amounts or terms of such entitlements; (iv) assert my rights against any curtailment or termination of benefits; or (v) appeal or compromise any contested claim.


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(34) **Reverse Mortgage Powers.** My Agent is authorized to negotiate, obtain and close a reverse mortgage for me and in my name to be secured by any residential real estate I own; to execute and deliver all documents in connection with such reverse mortgage; to execute an end term plan for the ultimate disposition of my said residence; and to take any other action(s) necessary for the purpose, in order to satisfy the terms and conditions of the reverse mortgage loan.

ARTICLE III

CARE AND CONTROL OF THE PERSON

Introduction. My Agent is authorized in my Agent's sole and absolute discretion from time to time and at any time, with respect to the control and management of my person, as follows:

(1) **Power to Provide for Principal's Support.** My Agent is authorized to do all acts necessary for maintaining my customary standard of living, to provide a place of residence, to provide normal domestic help, and to provide clothing, transportation, medicine, food, health care, custodial care, and incidentals, as my Agent shall deem appropriate.

(2) **Power to Provide for 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.

(3) **Power to Make Advance Funeral Arrangements.** 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.

(4) **Power to Change Domicile.** My Agent is authorized to establish a new residency or domicile for me, as my Agent shall deem appropriate.

(5) **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 health care 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.



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ARTICLE IV
INCIDENTAL POWERS


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In connection with the exercise of the powers 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.

(1) **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.

(2) **Hire and Fire any Personnel.** My Agent is authorized to employ, compensate, and discharge such domestic, health care, and professional personnel including lawyers, accountants, doctors, nurses, brokers, financial consultants, advisors, consultants, companions, servants, and employees as my Agent deems appropriate.

(3) **Sign Documents and Incur Costs in Implementing the Agent's Instructions.** 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.

(4) **Power to Do Miscellaneous Acts.** My Agent is authorized to open, read, respond to, and redirect my mail or electronic transmissions; to represent me before the U.S. Postal Service; to establish, cancel, continue, or initiate my membership in organizations and associations; to take and give or deny custody of all of my important documents; to execute documents on my behalf; and to house or provide for housing, support, and maintenance of any animals that I may own or to transfer such animals to some person or persons willing to care for them.

ARTICLE V
THIRD PARTY RELIANCE

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.

ARTICLE VI
DURABILITY PROVISION

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


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ARTICLE VII

ADMINISTRATIVE PROVISIONS

Introduction. The following provisions shall apply:



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(1) **Reimbursement of Expenses but No Compensation for Agent.** My Agent shall not be entitled to compensation for services rendered hereunder but shall 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.

(2) **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.

(3) **Nomination of Agent as Conservator and Guardian for Principal.** To the extent that I am permitted by law to do so, I herewith nominate and appoint my Agent to serve as my guardian, conservator and/or in any similar representative capacity, if such an appointment is necessary.

(4) **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 successor Agent shall become my Agent for all purposes set forth in this instrument; provided, however, if there shall be no other successor Agent, or the successor Agent is my spouse, this instrument shall be terminated for all purposes.

(5) **Waiver of Acts of Omission and Commission.** 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. Whenever co-Agents are serving hereunder, an Agent is not liable for the actions of another agent unless the Agent participates in or conceals the breach of fiduciary duty committed by that other Agent.

(6) **Waiver of Duty to Produce Income, Authority for Transactions between Agent as Agent and Agent as Individual and Eligibility of Agent to Serve in Other Fiduciary Capacities for Principal.** 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, Personal Representatives.



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(7) **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 capacity to determine if any actions need be taken under this instrument.

(8) **Severability.** If any part of any provision of this instrument shall be invalid or unenforceable under applicable law, such part 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.

(9) **This Instrument Unaffected by Lapse of Time.** This power of attorney shall be legally unaffected by reason of lapse of time or staleness.

(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 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.

(11) **Appointment of Successor Agents.** I hereby grant to my Agent then serving the power to appoint one or more successor agents to serve after any agents I have named (or any agents who have been previously appointed under this paragraph) pursuant to Section 26-1A-111 of the Code of Alabama. Such appointment shall be by an acknowledged writing signed by such Agent making the appointment and attached hereto.

(12) **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 the 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 or resignation shall be effective in accordance with the terms of the notice.



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(13) **Agent Authorized to Employ Principal's Attorney.** The Principal 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. This paragraph shall not require the Agent to employ the aforesaid attorneys.

(14) **Governing Law.** This instrument shall be governed by the laws of the State of Alabama in all respects.

(15) **Revocation and Amendment.** 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.

(16) **Counterpart Originals.** If this instrument has been executed in multiple counterpart originals, each such counterpart original shall have equal force and effect.

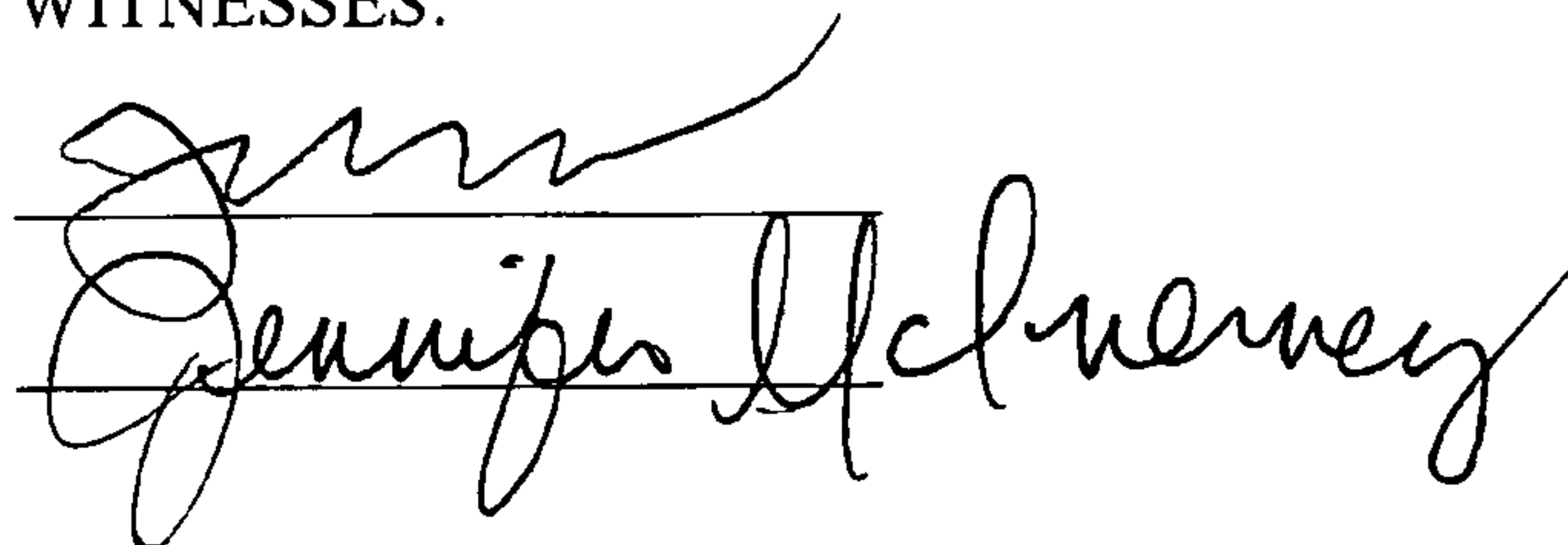
(17) **Photocopies and Electronic Copies.** My Agent is authorized to make photocopies and electronic copies of this instrument as frequently and in such quantity as my Agent shall deem appropriate. Each photocopy or electronic copy shall have the same force and effect as any original.

(18) **Binding Effect.** This instrument and actions taken by my Agent properly authorized hereunder shall be binding on me, my estate and my Personal Representative.

IN WITNESS WHEREOF, I have executed this Durable Power of Attorney this
the 7th day of August, 2020.


MIRIAM A. EDWARDS, PRINCIPAL

WITNESSES:


Jennifer McInerney


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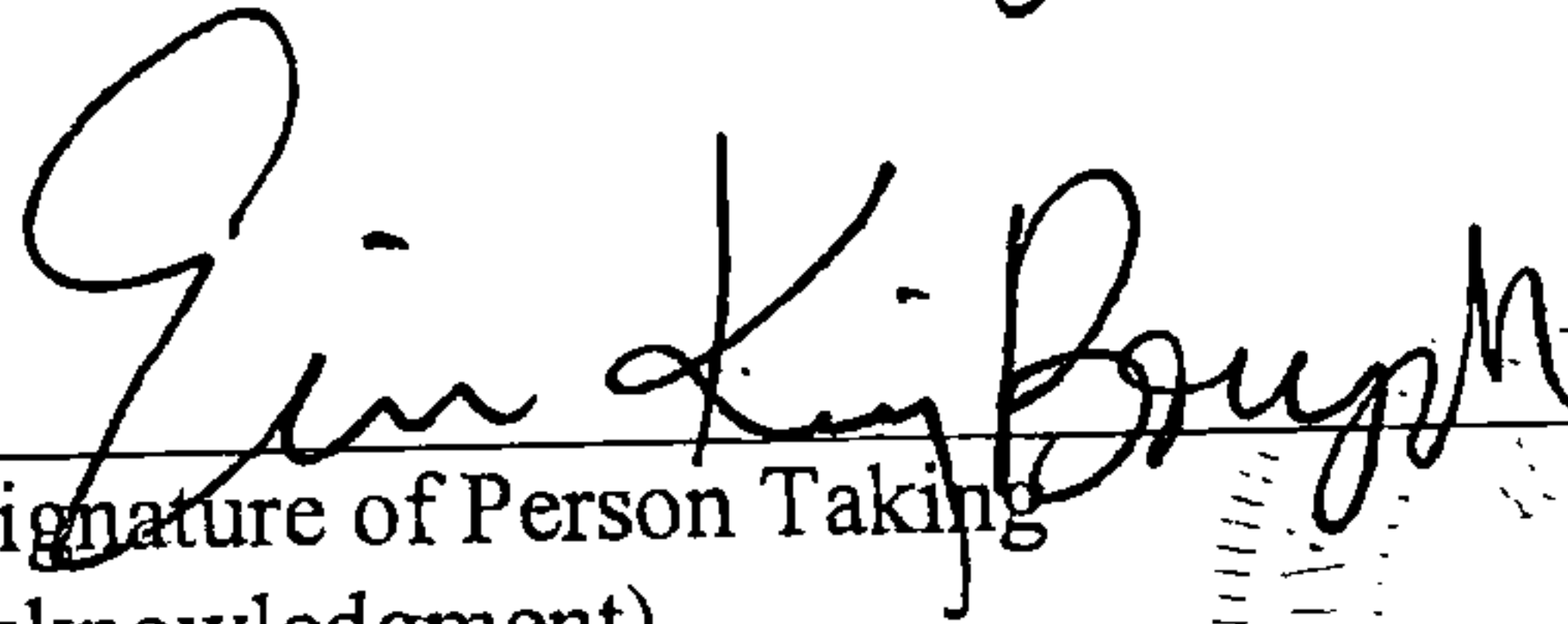
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I, the undersigned, a Notary Public in and for said County in said State, hereby certify that **MIRIAM A. EDWARDS**, whose name is signed to the foregoing, and who is known to me, acknowledged before me on this day that, being informed on the contents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

Given under my hand and official seal this the 7th day of August, 2020.


(Signature of Person Taking
Acknowledgment)

My commission expires: 07/25/2024

THIS DOCUMENT PREPARED BY:

Carney Dye, LLC
300 Office Park Drive, Suite 160
Birmingham, Alabama 35223
(205) 802-0696



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