

DURABLE POWER OF ATTORNEY

STATE OF ALABAMA)
;
SHELBY COUNTY)

1. KNOW ALL MEN BY THESE PRESENTS, that I, **BILLIE MARTIN CUNNINGHAM**, as principal ("Principal"), a resident of the State and County aforesaid, have made, constituted and appointed and by these presents do make, constitute and appoint my daughter, **GINGER LEIGH CUNNINGHAM**, as my true and lawful agent or attorney in fact ("Agent") to do and perform each and every act, deed, matter and thing whatsoever in and about my estate, property and affairs as fully and effectually to all intents and purposes as I might or could do in my own proper person, if personally present. I grant my Agent and any successor agent general authority to act for me with respect to the following subjects as defined in the Alabama Uniform Power of Attorney Act, Chapter 1A, Title 26, Code of Alabama 1975: Real Property as defined in Section 26-1A-204; Tangible Personal Property as defined in Section 26-1A-205; Stocks and Bonds as defined in Section 26-1A-206; Commodities and Options as defined in Section 26-1A-207; Banks and Other Financial Institutions as defined in Section 26-1A-208; Operation of Entity or Business as defined in Section 26-1A-209; Insurance and Annuities as defined in Section 26-1A-210; Estates, Trusts, and Other Beneficial Interests as defined in Section 26-1A-211; Claims and Litigation as defined in Section 26-1A-212; Personal and Family Maintenance as defined in Section 26-1A-213; Benefits from Governmental Programs or Civil or Military Service as defined in Section 26-1A-214; Retirement Plans as defined in Section 26-1A-215; Taxes as defined in Section 26-1A-216; Gifts as defined in Section 26-1A-217. Such authority shall be construed in accordance with the provisions of Section 26-1A-203. Without limiting the generality of the foregoing, the following specifically enumerated powers are granted in aid and exemplification of the full, complete and general power herein granted and not in limitation or definition thereof:

A. To forgive, request, demand, sue for, recover, elect, receive, hold all such sums of money, debts, dues, commercial paper, checks, drafts, accounts, deposits, legacies, bequests, devises, notes, interest, stock certificates, bonds, dividends, certificates of deposit, annuities, pension, profit sharing, retirement, social security, insurance, and all other contractual benefits and proceeds, all documents of title, all property and all property rights, and demands whatsoever, liquidated or unliquidated, now or hereafter owned by me, 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. To buy, receive, lease as lessor, accept or otherwise acquire; to sell, convey, mortgage, grant options upon, hypothecate, pledge, transfer, exchange, quit-claim, or otherwise encumber or dispose of; or to contract or agree for the acquisition, disposal, or encumbrance of any property whatsoever or any custody, possession, interest, or right therein, for cash or credit and upon such terms, considerations and conditions as Agent shall think proper, including, without limiting the generality of the foregoing, the power to sell or convey any residence, including my primary residence, or any interest I may have therein, and to receive and hold any funds in exchange for such sale or conveyance on my behalf, and to execute and deliver for me, on my behalf, and in my name, all leases, deeds of conveyance, mortgages, pledges, instruments of transfer and contracts for the same, and no person dealing with Agent shall be bound to see to the application of any monies paid.

C. To take, hold, possess, invest or otherwise manage any or all of my property or any interest therein; to eject, remove or relieve tenants or other persons from, and recover possession of, such property by all lawful means; and to maintain, protect, preserve, insure, remove, store, transport, repair, build on, raze, rebuild, alter, modify, or improve the same or any part thereof, and/or to lease any property for me or my benefit, as lessee, with or without option to renew; to collect, receive and receipt for rents, issues and profits of my property.

D. To invest and reinvest all or any part of my property in any property and undivided interests in property, wherever located, including bonds, debentures, notes, secured or unsecured, stocks of corporations regardless of class, interests in limited partnerships, real estate or any interest in real estate whether or not productive at the time of investment, interests in trusts, investment trusts, whether of the open and/or closed fund types, and participation in common, collective or pooled trust funds or annuity contracts without being limited by any statute or rule of law concerning investments by fiduciaries.

E. To make, receive and endorse checks and drafts, deposit and withdraw funds, acquire and redeem certificates of deposit, in banks, savings and loan associations or 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.

F. To pay any and all indebtednesses of mine in such manner and at such times as Agent may deem appropriate.

G. To borrow money for any purpose, with or without security or on mortgage or pledge of any property.

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

I. 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.

J. 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 safety deposit box, and any institution in which such safety deposit box may be located shall not incur any liability to me or my estate as a result of permitting Agent to exercise this power.

K. To execute any and all contracts of every kind or nature.

L. To make any gifts to any persons (including Agent) on my behalf within the limits of the gift tax annual exclusion provided by § 2503(b) of the Internal Revenue Code (as the same shall be amended from time to time), as Agent may determine to be in my best interest or in the best interest of my estate.

M. To pay all pledges, subscriptions or other commitments which my Agent shall deem have been made by me (whether before or after execution hereof) to, or for the benefit of, any church or other religious organization, any educational organization, any community chest fund or foundation, any hospital and any other institution or organization exempt under § 501(c)(3) of the Internal Revenue Code, and to make pledges, subscriptions or commitments on my behalf, in writing, for the benefit of any such organization or institution which my Agent believes shall be deductible under §170 of the Internal Revenue Code, corresponding with the amounts which Principal has given or is currently giving.

N. To exercise any and all rights I may have to execute and file a "qualified disclaimer" of property within the meaning of § 2518 of the Internal Revenue Code (as the same shall be amended from time to time), whether such property would otherwise pass to me by gift, inheritance, devise, beneficiary designation, testamentary or nontestamentary instrument or contract, or otherwise.

O. To access, use, control, maintain, administer and obtain all digital or electronic data that may be stored on my desktop, laptop, tablet, or other computer, peripheral drive, storage device, mobile telephone or any similar device, including without limitation, all internet accounts, email accounts, iTunes accounts, financial reports, online photographs and videos, online music, online documents, all licenses to online items and software, social network accounts, domain registrations, DNS service accounts, web hosting accounts, online stores, affiliate programs, other online programs, including frequent flyer and other bonus or reward program, virtual currency or online credits of any kind, tax preparation service accounts, financial or investment accounts, archives of any of the foregoing, file sharing accounts, computer backup processes, and usernames and passwords and other security access to any of the foregoing, and all similar digital items which currently exist or may exist as technology develops.

2. In furtherance or in limitation, as the case may be, of the authority granted to my Agent hereunder, by initialing before the same, I hereby grant my Agent power or authority to take these actions set forth in Section 26-1A-201(a) of the Alabama Uniform Power of Attorney Act:

<u>Al</u>	Yes <input type="checkbox"/> No <input type="checkbox"/>	(1) create, amend, revoke or terminate an inter vivos trust;
<u>Bl</u>	Yes <input type="checkbox"/> No <input type="checkbox"/>	(2) create or change rights of survivorship;
<u>Br</u>	Yes <input type="checkbox"/> No <input type="checkbox"/>	(3) create or change a beneficiary designation;
<u>Bz</u>	Yes <input type="checkbox"/> No <input type="checkbox"/>	(4) delegate authority granted under this power of attorney;
<u>Bm</u>	Yes <input type="checkbox"/> No <input type="checkbox"/>	(5) waive my right to be a beneficiary of a joint and survivor annuity, including a survivor benefit under a retirement plan; or
<u>Bm</u>	Yes <input type="checkbox"/> No <input type="checkbox"/>	(6) exercise fiduciary powers that I have the authority to delegate.

3. As used herein the term "property" includes any property, real or personal, tangible or intangible, wheresoever situated, and shall include "property" as defined in Section 26-1A-102(10) of the Alabama Uniform Power of Attorney Act.

4. All conveyances, papers, instruments, documents or writings executed in my name and behalf by Agent shall be in such form and contain such provisions as shall be satisfactory to such Agent.

5. My Agent shall not be entitled to compensation for acting as my agent and attorney-in-fact hereunder, but shall be entitled to reimbursement of expenses reasonably incurred on my behalf.

6. I hereby relieve and exonerate my Agent and any successor agent or agents of any liability for acting as my Agent hereunder, except with respect to any act committed dishonestly, with an improper motive, or with reckless indifference to the purposes of this Power of Attorney or my best interests.

7. If it becomes necessary for a court to appoint a conservator of my estate or a guardian of my person, I nominate my Agent or any successor thereto designated hereunder to serve as conservator of my estate and guardian of my person.

8. Regardless of my capacity or ability to make my own health care decisions and of the time of commencement of the other powers granted my Agent by this document, I authorize and request any physician, health care professional, health care provider, and medical care facility to provide to any designated Agent in this document information relating to my physical and mental condition and the diagnosis, prognosis, care, and treatment thereof upon the request of any Agent I have designated in this document. In addition to my inherent legal right to grant this authority, it is my intent by this authorization for my designated Agent to also be considered a personal representative under privacy regulations related to protected health information and for my designated Agent to be entitled to all health information in the same manner as if I personally were making the request. This authorization and request shall also be considered a consent to the release of such information under current laws, rules, and regulations as well as under future laws, rules, and regulations and amendments to such laws, rules, and regulations to include but not limited to the express grant of authority to personal representatives as provided by Regulation Section 164.502(g) of Title 45 of the Code of Federal Regulations and the medical information privacy law and regulations generally referred to as HIPAA. The authority granted in this paragraph shall commence immediately and shall not terminate until the earlier of my death or my express revocation of this authority being provided in writing to whomever may be relying upon the authority granted by this paragraph. I understand when information is used or disclosed pursuant to this authorization it may be subject to re-disclosure and may no longer be protected by privacy rules.

9. The execution and delivery by Agent of any conveyance, paper, instrument or document in my name and behalf shall be conclusive evidence of Agent's approval of the consideration therefor, and of the form and contents thereof, and that Agent deems the execution thereof in my behalf necessary or desirable.

10. Any person, firm or corporation dealing with Agent under the authority of this instrument is authorized to deliver to Agent all considerations of every kind or character with respect to any transactions so entered into by Agent and shall be under no duty or obligation to see to or examine into the disposition thereof.

11. Third parties may rely upon the representation of Agent as to all matters relating to any power granted to Agent, and no person who may act in reliance upon the representation of Agent or the authority granted to Agent shall incur any liability to me or my estate as a result of permitting Agent to exercise any power. Agent shall be entitled to

reimbursement for all reasonable costs and expenses incurred and paid by Agent on my behalf pursuant to any provisions of this Durable Power of Attorney, but Agent shall not be entitled to compensation for services rendered hereunder.

12. Notwithstanding any provision herein to the contrary, Agent shall not satisfy any legal obligation of Agent out of any property subject to this Power of Attorney, and, except as may be otherwise expressly provided herein, Agent may not exercise this power in favor of Agent, Agent's estate, Agent's creditors or the creditors of Agent's estate.

13. Notwithstanding any provision hereto to the contrary, Agent shall have no power or authority whatever with respect to (a) any policy of insurance owned by me on the life of Agent, and (b) any trust created by Agent as to which I am a trustee.

14. If my daughter, **GINGER LEIGH CUNNINGHAM**, ceases to act as Agent by reason of death, incapacity or resignation, I appoint my son, **JAMES MARTIN CUNNINGHAM**, as Agent. The resignation of any Agent may be evidenced by an instrument in writing delivered to the successor Agent above named. The incapacity of any Agent may be determined by a statement of a physician delivered to the successor Agent.

15. Principal may revoke this Durable Power of Attorney prior to Principal's incapacity or incompetency by written instrument delivered to Agent. The guardian or conservator of Principal may revoke this instrument by written instrument delivered to Agent.

16. This Durable Power of Attorney shall not be affected by the disability, incompetence or incapacity of the Principal.

17. I hereby revoke all prior powers of attorney that may have been executed by me at any time, including any amendments thereto. I direct my Agent hereunder to deliver a copy of this Durable Power of Attorney to all agents under any said prior power of attorney as evidence of my revocation thereof.

IN WITNESS WHEREOF I have executed this Durable Power of Attorney, and I have directed that photostatic copies of this Power be made, which shall have the same force and effect as an original.

Dated at Birmingham, Alabama on the 10 day of March, 2021.


BILLIE MARTIN CUNNINGHAM, PRINCIPAL

STATE OF ALABAMA)
Jefferson COUNTY)

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

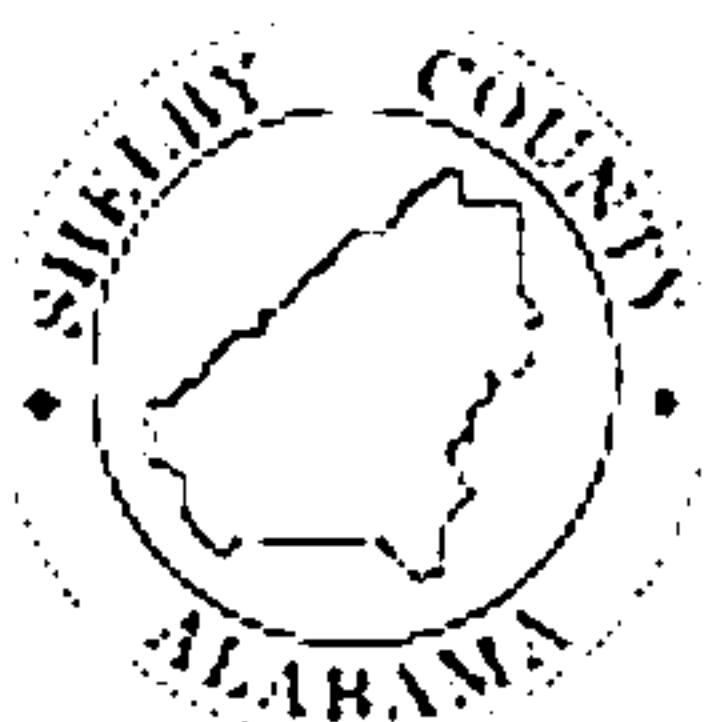
Given under my hand and seal of office this 10 day of March, 2021.



Jessie Trotter
 Notary Public

My Commission Expires: 5/11/2021

This instrument prepared by:
 Harris H. Anthony
 MAYNARD, COOPER & GALE, P.C.
 1901 6th Avenue North
 1700 Regions/Harbert Plaza
 Birmingham, Alabama 35203
 (205) 254-1000



Filed and Recorded
Official Public Records
Judge of Probate, Shelby County Alabama, County
Clerk
Shelby County, AL
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Allie S. Boyd