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DURABLE POWER OF ATTORNEY

IMPORTANT INFORMATION

This Durable Power of Attorney authorizes another person (your Agent) to make decisions concerning your property for you (the Principal). Your Agent will be able to make decisions and act with respect to your property (including your money) whether or not you are able to act for yourself. The meaning of authority over subjects listed on this Durable Power of Attorney is explained in the Alabama Uniform Power of Attorney Act, Chapter 1A, Title 26, Code of Alabama 1975.

You should select someone you trust to serve as your Agent. Unless you specify otherwise, generally the authority of your Agent will continue until you die or revoke this Durable Power of Attorney or the Agent resigns or is unable to act for you.

Your Agent is entitled to reimbursement of reasonable expenses and reasonable compensation unless you state otherwise in this Durable Power of Attorney.

If your Agent is unable or unwilling to act for you, this Durable Power of Attorney will end.

This Durable Power of Attorney becomes effective immediately.

This Durable Power of Attorney and the authority of my Agent shall commence only upon my disability as hereinafter defined and shall remain in force and effect thereafter until said disability is terminated. Disability shall be defined as a substantial impairment of my ability to care for my property by reason of age, illness, infirmity, mental weakness, intemperance and/or addiction to drugs. For the purposes of the exercises of this Durable Power of Attorney by my Agent, my disabilities shall conclusively be determined by any one of the following:

1. The entering of an Order by a court of law to appoint a guardian of my person or estate; or
2. A written declaration of my disability by two (2) physicians who practice medicine in the county of my residence.

KNOW ALL MEN BY THESE PRESENTS, which are intended to constitute a Durable Power of Attorney, that I, Joyce Fleet as Principal, do make, constitute and appoint Art Fleet, my true and lawful agent and Attorney-in-Fact (my "Agent"), for me and in my name, place and stead, and on my behalf and for my use and benefit.

Grant of General Authority to My Agent

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 § 26-1A-204;
Tangible Personal Property as defined in § 26-1A-205;
Stocks and Bonds as defined in § 26-1A-206;
Commodities and Options as defined in § 26-1A-207;
Banks and Other Financial Institutions as defined in § 26-1A-208;
Operation of Entity or Business as defined in § 26-1A-209;
Insurance and Annuities as defined in § 26-1A-210;
Estates, Trusts, and Other Beneficial Interests as defined in § 26-1A-211;
Claims and Litigation as defined in § 26-1A-212;
Personal and Family Maintenance as defined in § 26-1A-213;
Benefits from Governmental Programs or Civil or Military Service as defined in § 26-1A-214;

Retirement Plans as defined in § 26-1A-215;
Taxes as defined in § 26-1A-216; and
Gifts as defined in § 26-1A-217.

I do empower my Agent, for me and in my name, stead and behalf, to exercise or perform any act, power, duty, right or obligation whatsoever that I now have, or may acquire, relating to any person, matter, transaction or property, real or personal, tangible or intangible, now owned or acquired by me, wherever the same may be situated, and in whatsoever manner my Agent may consider advisable; to act generally and specifically as my agent in all matters in which I may now be, or become, interested or concerned; in my name and on my behalf to execute any instruments in writing; and to do all such acts and things as fully and effectually in all respects, and to all of the same intents and purposes, as I could do by my own hand, or in my own person, if present and acting. This Durable Power of Attorney is to be construed and interpreted as a general Durable Power of Attorney which grants to my Agent full power and authority to do and perform all 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 name if personally present. I do expressly revoke any and all former powers of attorney which may have been at anytime made by me.

Limitations On the Authority of My Agent

An Agent that is not my ancestor, spouse, or descendant MAY NOT use my property to benefit the Agent or a person to whom the Agent owes an obligation of support unless I have included that authority in this Durable Power of Attorney.

Limitation of Power

Except for any provisions in this Durable Power of Attorney granting to my Agent the power to make gifts, the following shall apply:

1. Any power or authority granted to my Agent herein shall be limited so as to prevent this Durable Power of Attorney from causing my Agent to be taxed on my income or from causing my assets to be subject to a "general power of appointment" by my Agent as defined in 26 U.S.C. §2041 and 26 U.S.C. §2514 of the Internal Revenue Code of 1986, as amended.

2. My Agent shall have no power or authority whatsoever with respect to any policy of insurance owned by me on the life of my Agent, or any trust created by my Agent as to which I am a trustee.

Specifically Enumerated Powers

Without in any manner intending to limit the general powers conferred by this Durable Power of Attorney (which shall not be abridged by any specific description), I do specifically empower my Agent, from time to time, and as often as my Agent may see fit, either in person or by means of an agent or agents (when specifically empowered to act by my Agent), to do and perform any of the following specific acts:

1. Transfer Property. To sell, exchange, assign, lease, mortgage, encumber or dispose of, hypothecate, pledge, quitclaim, transfer and convey, or to contract or agree for the disposal or encumbrance of any and every kind of property that I may own now or in the future, whether real, personal, tangible, intangible or mixed, including (without being limited to) oil, gas, coal, metal, and all other minerals and the rights, title and interests, incidental to said interest, or to which I may be entitled or any custody, possession, interest, or right in said interest or pertaining to said interest, contingent and expectant interests, marital rights and any rights of survivorship incident to joint tenancy, tenancy in common or tenancy by the entirety, at public or private sale, at such time and upon such terms and conditions, including credit and/or security as my Agent may deem appropriate, and to grant options with respect to sales of said interest. To create or change rights of survivorship.



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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 to which I am the primary beneficiary during my lifetime and under the terms of which I expressly have the power to amend, revoke or terminate 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 Durable Power of Attorney; to exercise any rights, powers, duties, or exemptions which I may have in my capacity as trustee or beneficiary pursuant to the terms and conditions of trusts created before or after the execution of this Durable Power of Attorney, including but not limited to the power to terminate, modify, amend, add to, alter or revoke the trust in whole or in part.

2. Acquire Property. To buy, receive, lease, accept, take, hold, possess, invest or otherwise acquire any and every kind of property, whether real, personal, tangible, intangible or mixed, upon such terms and conditions as my Agent shall deem appropriate; to obtain options with respect to such purchases; to arrange for appropriate disposition, use, safekeeping and/or insuring of any such property purchased by my Agent.

3. Receive Money Derived from Property. To receive all rents, dividends, interest, proceeds of sale, distributions and other moneys derived from any property or business of any kind now or belonging to me or that may accrue, or be owing, to me from any source or on any account.

4. Enter Obligations and Pay Expenses. To obligate me and to pay for all repairs, insurance, taxes, commissions, fees, salaries, wages and other expenses that my Agent may deem necessary or desirable to be paid in relation to any such properties, businesses or the maintenance of my home, or for my maintenance, support or comfort.

5. Participate in Legal Proceedings. To institute, supervise, prosecute, carry on and defend, intervene in, abandon, dismiss, appeal from and compromise any and all legal, equitable, or administrative actions or proceedings involving me or any property or business in which I may have a direct or beneficial interest in any way, including, but not limited to, claims by or against me arising out of property damages or personal injuries suffered by or caused by me or under such circumstances that any loss resulting from said actions or proceedings will or may fall on me, and otherwise to participate in any litigation involving me, my property or any interest of mine, whether directly or indirectly.

6. Compromise Claims. To arbitrate, settle and compromise any claims which I may have against other parties or which may arise against me, including claims respecting taxes of any character due, or claimed to be due, to any governmental authority.

7. Give Receipts and Discharge Indebtedness. To collect, receive and give receipts for any property, security for property, debts, settlements or anything whatsoever owing to me, regardless of the individual or public or private entity involved (for the purpose of receiving any Social Security benefits to which I may be entitled, my Agent is appointed my "Representative Payee") and to satisfy and discharge any lien now or standing in my name or securing any obligation owing to me.

8. Deposit Funds in Financial Institutions. To deposit any funds, negotiable paper or monies which I may be or become entitled to for my credit or for my account in any bank, credit union, brokerage firm or other financial or thrift institution and to contract for any services rendered by any bank, trust company, brokerage firm or other financial institution.

9. Withdraw Funds on Deposit. To withdraw funds, negotiable paper or monies deposited by me or by my Agent for my account in any financial institution and to make appropriate arrangements for any such withdrawal by check signed by my Agent in my name, or by any other appropriate means, all as my Agent may deem fit.

10. Make Investments. To invest and reinvest all or any part of my property or interest of any kind in any property or interests (including undivided interests) in property, real, personal, intangible or mixed,

wherever located, including, wid to, commodities contracts of all kinds, securities of all kinds, bonds (including United States Government bonds redeemable at par in payment of United States estate taxes imposed at my death), debentures, notes (secured or unsecured), stocks of corporations regardless of class, interests in limited (or general) 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, all without any such investment or reinvestment being limited in any respect by any statute or rule of law concerning investments by fiduciaries; to sell (including short sales) and terminate any investments whether made by me or my Agent; and to establish, utilize and terminate checking, savings and money market accounts with financial institutions of all kinds.

11. Deal With Real and Tangible Personal Property. With respect to real or tangible personal property (including, but not limited to, any other real or tangible property that I, or my Agent for my account, may acquire or receive, and my personal residence); to buy or sell the same or to lease or sublease to, or from, others upon such terms and conditions and for such lengths of time as my Agent may deem advisable, even though the same may extend beyond my life; to eject, remove and relieve tenants or other persons, and recover possession of property, by all lawful means; to insure such property; to accept real or tangible personal property as a gift or as security for a loan; to collect, sue for and recover possession of such property by all lawful means, receive and give receipt for rents and profits and to conserve, invest or utilize any and all of such rents, profits and receipts for the purposes described in this Durable Power of Attorney; to do any act of management and conservation, to pay, to compromise or to contest tax assessments and to apply for refunds in connection with said tax assessments; to hire employees, independent contractors and labor; to subdivide, develop, dedicate to public use without consideration, and/or dedicate easements over such property; to maintain, protect, repair, preserve, insure, build upon, demolish, alter or improve all or any part of said property; to obtain or vacate plats and adjust boundaries; to adjust differences in valuation on exchange or partition by giving or receiving consideration; to release or partially release real or tangible personal property from a lien; and to insert on any exhibit to this Durable Power of Attorney the descriptions of any real or tangible personal property in which I may now have or acquire an interest.

12. Title to Motor Vehicle. To apply for Certificate of Title upon, and endorse and transfer or assign title for any automobile, truck, pick-up, van, motorcycle or other motor vehicle, and to represent in such transfer or 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 or assignment.

13. Delegate Investment Discretion. To delegate investment discretion with respect to any of my property and assets to a third party or parties; and, if my Agent deems it appropriate or desirable, to pay such third party or parties for services.

14. Incur Indebtedness. To incur indebtedness or to borrow any sum or sums of money on such terms and with such security, whether real or personal property, as my Agent may think fit and in my name to execute any evidence of said indebtedness and to give security for said indebtedness by way of pledge, mortgage or other form of hypothecation, and for that purpose to execute all promissory notes, bonds, mortgages, deeds or trusts, security agreements, and other instruments which may be necessary or proper, including, without limitation, indebtedness incurred upon any life insurance policies owned by me and to grant a security interest in any such policies; no insurance company shall be under any obligation whatsoever to determine the need for such loan or the application of the proceeds by my Agent.

15. Vote Securities and Represent My Interest in Property. To vote at all meetings of the holders of any stock or securities of any incorporated or unincorporated company or association, and otherwise to act as my proxy or representative in respect of any shares of capital stock or indebtedness or other interest in said stock or securities now held or which may be acquired by me or with respect to any general or limited partnership, joint venture, trust or estate in which I may have any beneficial interest.

16. Represent My Interest in Any Business. To conduct or participate in any lawful business of

whatever nature for me and in my name; to form any legal business entity; 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 agreements for the sale of any business, interest or the stock in said business; to engage in, continue, dispose of, or terminate any business, including farming and timbering, as a partner (general or limited), as a sole proprietor or as a member of a limited liability company; to incorporate or join with others in incorporating any business, property or assets of mine; to form a limited liability company or join with others as a member in the formation of a limited liability company; and to make changes from time to time, by organization, incorporation, limited liability company, sale, exchange, reorganization or dissolution of any character, in the style or form of the ownership or the conduct of any business or venture; to manage, control and take charge of any business I may own and to do everything necessary to carry on and continue the affairs of such business, including the purchase of materials and supplies, the hiring and firing of personnel, the acceptance of orders for and delivery of merchandise and goods produced, either in cash or for credit, the acceptance of checks, notes or documents of title in connections with the operation of said business and the making, issuance or endorsing of any checks, notes or documents of title as may be necessary or as my Agent shall think proper.

17. Execute Proxies. To execute proxies and to permit others to take any such action.
18. Give Notice and Exercise Options. To give any notices and exercise any options in my name.
19. Employ Agents and Attorneys. To engage, employ and dismiss any agents, clerks, servants, attorneys at law, accountants, investment advisors, custodians or other persons in or about the performance of these presents as my Agent shall think fit and to pay them reasonable compensation. To authorize another person to exercise the authority granted under this Durable Power of Attorney.
20. Endorse Securities or Other Legal Paper. To endorse for transfer or redemption, in my name and on my behalf, any certificate of stock, promissory note, bond or other security or paper evidencing any interest in a corporation, association, partnership, joint venture, trust, mutual fund, regulated investment company, estate or other property.
21. Exercise Power as Grantor, Trustee or Beneficiary. To act for me pertaining to estates, trusts and other beneficial interests as defined in Ala. Code 1975, §26-1A-211. To exercise any power or authority conferred on me as a grantor or beneficiary of any trust or estate (including, without limitation, the power to disclaim any interest that I may have in an estate or trust), or to concur in the exercise of any power or authority by any trustee or Personal Representative, whether or not my Agent shall be such trustee or Personal Representative, or one of them. To create any trust for my benefit or for the benefit of my spouse or heirs. To create or change a beneficiary designation.
22. Pay Existing Charitable Commitments. To pay all pledges, subscriptions or other commitments, oral or written, which my Agent shall deem to have been made by me (whether before or after execution of this Durable Power of Attorney) to, or for the benefit of, any church or other religious organization, educational organization, community chest fund or foundation or united appeal in which any such organization shall participate, hospital and any other eleemosynary institution, whether or not the same shall be exempt under '501(c)(3) of the United States Internal Revenue Code of 1986, as amended ("Code").
23. Make Additional Charitable Commitments. To make pledges, subscriptions or commitments, oral or in writing, to or for the benefit of any church or other religious organization, any educational organization, any community chest fund, foundation or united appeal in which any such organization shall participate, any hospital, and any other eleemosynary institution which my Agent may believe to be exempt under '501(c)(3) of the Code, or be otherwise entitled to the benefit of any deduction allowed by '170 of the Code, in amounts which shall, in the opinion of my Agent, correspond with the amounts which I have given or am currently giving, together with any increase in said pledges, commitments or giving which my Agent may determine I would have made had I been made acquainted with the facts which my Agent believes would justify any such increase.



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24. Make Gifts. To make such gifts as defined in Ala. Code 1975, §26-1A-217. In addition, to make such gifts or other conveyances of any property whatsoever and wheresoever situated, be said gifts real, personal or mixed, as may be necessary or appropriate for the minimization of federal estate tax and/or for a proper estate plan, including but not limited to any gifts of such property which qualify for Code '2503, 2522 or 2523 exclusions from federal gift tax or which may be protected from federal gift tax or which may be protected from federal gift tax by Code '2505 Unified Credit Against Federal Gift Tax, and this power is intended regardless of whether I may have or have had an established gift giving program or pattern of making gifts. In the event I am married at the time of such gifts, to make annual gifts up to an amount per person equal to twice the annual exclusion under '2503(b) of the Code and to consent, with my spouse, to such gifts pursuant to '2513 of the Code. The power to make gifts provided for under this Durable Power of Attorney shall be limited and made only to any one or more of the following: any lineal descendants of my parents, my spouse, my lineal descendants and any spouse of any lineal descendant of mine or of my parents, it being my intention that, if my Agent is one of the foregoing persons, my Agent may make a gift to my Agent.

25. Make "Qualified Transfer" Gifts to Educational Institutions or for Medical Care. To make gifts or transfers to educational institutions or to pay for medical care which will constitute "qualified transfers" under the Code.

26. Access Safekeeping. To contract with any institutions for the maintenance of a safe deposit box or boxes in my name or in the name of my Agent for my account; to have access to all safe deposit boxes, safes or other means of keeping safe, securities, documents, or other property for any purpose for which my Agent may deem it desirable in order to exercise any power conferred by this Durable Power of Attorney on my Agent, whether or not authority for access to any such means of safekeeping shall have been given by me (either alone or jointly with others) to my Agent; to remove all or any part of the documents located in a safe deposit box or boxes 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.

27. Provide Representation in Tax Matters. To represent me in all tax matters of every kind and description; to prepare, execute, sign, and file federal, state, and/or local income, gift and other tax returns of all kinds, including joint returns, FICA returns, payroll tax returns, claims for refunds, requests for extensions of time, declarations of estimated tax for any year or years, petitions to the United States Tax Court or other courts regarding tax matters, and any and all other tax related documents, including, but not limited to, consents and agreements under the Code and consents to split gifts, closing agreements and any power of attorney forms required by the Internal Revenue Service and/or any state and/or local taxing authority with respect to any tax year; to pay taxes due, collect and make such disposition of refunds as my Agent shall deem appropriate; to prepare, sign and file gift tax returns with respect to gifts made by me or my Agent on my behalf for any year or years; to consent to any gift and to utilize any gift splitting provision or other tax exclusion; to elect to be treated as a S Corporation for federal and state tax purposes; to post bonds, receive confidential information and contest deficiencies determined by the Internal Revenue Service and/or any state and/or local taxing authority; to exercise any elections I may have under federal, state or local tax law; and generally to represent me or obtain professional representation for me in all tax matters and proceedings of all kinds and for all periods, before all officers of the Internal Revenue Service and state and local taxing authorities; to engage, compensate and discharge any attorney, accountant or other tax or financial advisers or consultants to represent and/or assist me in connection with any and all tax matters involving or in any way related to me or any property in which I have or may have any interest or responsibility.

28. Retirement Benefits and Annuities. To establish one (1) or more "individual retirement accounts" or other "retirement plan" or arrangements in my name. "Retirement plan" means a plan or account created by me, an employer, or other individual to provide retirement benefits or deferred compensation of



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which I am a principal, beneficiary or owner, including a plan or account under Code §408, as amended, Code §408(a), as amended, Code §408(q), as amended, Code §403(b), as amended, Code §401(a), as amended, Code §457(b), as amended, or Code 409A, as amended. My Agent is authorized to: (i) select the form and timing of payment under a retirement plan and withdraw benefits from a plan; (ii) make a rollover, including a direct trustee-to-trustee rollover, a benefits from one retirement plan to another; (iii) establish a retirement plan in my name; (iv) make contributions to a retirement plan; (v) exercise investment powers available under a retirement plan; and (vi) borrow from, sell assets to, or purchase assets from a retirement plan. In addition, my Agent has the authority and power to waive my right to be a beneficiary of a joint and survivor annuity, including a survivor benefit under a retirement plan.

29. Exercise and Release Powers of Appointment and Execute Disclaimers of Property. 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 the 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, and to execute and deliver a disclaimer(s) of property or right in said property, in whole or in part, under '518 of the Code and the Alabama Uniform Disclaimer of Property Interests Act as set forth in Ala. Code 1975, '43-8-290, et seq. as amended, and any other corresponding statute.

30. Handle My Mail, Documents and Animals. To open, read, respond to and redirect my mail; to represent me before the United States Postal Service in all matters relating to mail service; to establish, cancel, continue or initiate my membership in organizations and associations of all kinds; to take, give or deny custody of all of my important documents, including, but not limited to, my will, codicils, trust agreements, deeds, leases, life insurance policies, contracts and securities and to disclose or refuse to disclose such documents; to obtain, release or deny information or records of all kinds relating to me, any interest of mine or to any person for whom I am responsible; to house or provide for housing, support and maintenance of any animals or other living creatures that I may own and to contract for and pay the expenses of their proper veterinary care and treatment; if the care and maintenance of such animals or other living creatures shall become unreasonably expensive or burdensome in the opinion of my Agent, to irrevocably transfer such animals to some person or persons, organization or organizations, willing to care for and maintain them.

31. Nominate Fiduciaries To exercise fiduciary powers that the Principal has authority to delegate. To nominate and/or petition for the appointment of my Agent or any person my Agent deems appropriate as primary, successor or alternate guardian, guardian ad litem or conservator or to any fiduciary office (all of such offices of guardian, et al., being referred to in this Durable Power of Attorney as "Personal Representative") representing me or any interest of mine or any person for whom I may have a right or duty to nominate or petition for such appointment; to grant to any such Personal Representative all of the powers under applicable law that I am permitted to grant; and to waive any bond requirements for such Personal Representative that I am permitted by law to waive. I nominate and appoint my Agent as the guardian of my person or property if proceedings to appoint a guardian are commenced after the date of this Durable Power of Attorney. The appointment of such guardian shall not terminate this Durable Power of Attorney, and I specifically authorize and direct my wishes as expressed in this Durable Power of Attorney, and that all acts taken by such guardian in furtherance of the desires, wishes and instructions as set out in this Durable Power of Attorney shall be authorized, ratified and approved by me and shall not be opened to question in any court or by any officer or tribunal whatsoever.

32. Exercise Certain Functions as a Fiduciary. To do any act for me in my capacity as Personal Representative of any will or as trustee of any trust, or in any other fiduciary capacity, which is necessary or desirable in the ordinary course of administration of any such estate or trust, and which may involve no more than the discharge of any duty absolutely imposed on me in any fiduciary capacity which must be certainly performed, such as the collection or endorsement of checks or disbursement of funds, etc., but which does not involve the exercise of any discretionary authority, the performance or exercise of which may not be delegated by me to any other person. An appointment of an agent or Agent by my Agent shall, in any event, be sufficient if executed and acknowledged substantially, as in the case of this Durable Power of Attorney;



but, if not forbidden by law, a less formal writing may be sufficient.

33. Deal With Life Insurance Policies. To make any decisions pertaining to any life insurance policies I own, including, without limitation, changing the owner or the beneficiary of said life insurance policies, borrowing against the value of such policies, and converting or surrendering such policies; Provided, However, my Agent shall have no power or authority whatsoever with respect to any interest I may own in any policy of insurance on the life of my Agent.

34. Execute Legal Instruments. For the purpose of exercising the powers set out in this Durable Power of Attorney, or any of them, to make, execute, guarantee, endorse, accept, receive, sign, seal, acknowledge and deliver on my behalf all checks, notes, bonds, vouchers, receipts, contracts, agreements, certificates, hypothecations, transfers, assignments, leases, releases, deeds, mortgages, encumbrances, conveyances, pledges, powers of attorney and appointments of agents, and other legal instruments in writing, whether with or without covenants of warranty, and whether with or without seal, of whatsoever nature my Agent may deem advisable.

35. Medical. WITH REGARD TO THE HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT OF 1996 (HIPAA), I HEREBY SPECIFICALLY GRANT UNTO MY AGENT NAMED IN THIS DURABLE POWER OF ATTORNEY THE FOLLOWING RIGHTS, POWERS AND AUTHORITY:

A. Inspection and Disclosure of Information Relating to my Physical or Mental Health. I give and grant to my Agent the power to make all health care decisions as described in this Durable Power of Attorney on my behalf including, but not limited to, the following powers: (i) request, review, and receive any information, verbal or written, regarding my physical or mental health, including, but not limited to, medical and hospital records; (ii) execute on my behalf any releases or other documents that may be required in order to obtain this information; (iii) to obtain and discontinue medical services from health care providers, including but not limited to examination, x-ray, laboratory work, diagnosis, medication, surgery, hospitalization, convalescence and physical therapy; (iv) to obtain dental, vision and prosthetic devices; (v) to consent, withhold consent and/or withdraw consent to any medical treatment or recommendation; (vi) to receive records, reports and information respecting my physical and mental condition or medical treatment, including the right to disclose said records, reports and information to others; (vii) to give, consent to or prohibit any type of health care, medical care, treatment or procedure to the extent authorized by Alabama law; (viii) to employ and discharge physicians and other health professionals to care for me; (ix) to pay the costs associated with the decisions made by my Agent; (x) to arrange for my entrance into, care at, and release from (even against medical advice) any hospital, nursing home, health center, convalescent home, retirement home or similar institution; (xi) to contract on my behalf for any health care related services; (xii) to grant any waiver or release from liability required by any health care provider; (xiii) to give or withhold consent to an autopsy or postmortem examination; and (xiv) to make gifts of, or decline to make a gift of, all or any part of my body (which may be taken either before or after my death, for any medical, research or instructional purpose (including transplant or therapy)) to anyone other than my Agent (this power to make gifts shall include, but shall not be limited to the power to give my body parts under §22-19-160, et seq., Ala. Code 1975 known as the Revised Uniform Anatomical Gift Act). The above enumeration of medical procedures and powers is present for example only and in no way is intended to limit the authority or power of my Agent.

B. HIPAA Release Authority. My Agent shall be treated as I would be with respect to my rights regarding the use and disclosure of my individually identifiable health information or other medical records. This release authority applies to any information governed by the Health Insurance Portability and Accountability Act of 1996 (HIPAA), 42 U.S.C. 1320d and 45CFR 160 through 164. I authorize any physician, health care professional, dentist, health plan, hospital, clinic, laboratory, pharmacy, or other covered health care provider, any insurance company, and the Medical Information Bureau, Inc. or other health care clearinghouse that has provided treatment or services to me, or that has paid for or is seeking payment from me for such services, to give, disclose, and release to my Agent, without restriction, all of my individually identifiable health information and medical records regarding any past, present or future medical or mental health condition, including all information relating to the diagnosis of HIV/AIDS, sexually transmitted diseases, mental illness, and drug or alcohol abuse. The authority given my Agent shall supersede any other



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agreement that I may have made with my health care providers to restrict access to or disclosure of my individually identifiable health information. The authority given my Agent has no expiration date and shall expire only in the event that I revoke the authority in writing and deliver it to my health care provider.

C. Moving. In the event that any judicial, executive or medical authority in the State of Alabama refuses to enforce or follow any decision of my Agent or health care declaration contained in this Durable Power of Attorney, I empower and direct my Agent to have me moved to an institution or state which will enforce the decisions of my Agent and the health care declarations contained in this Durable Power of Attorney. I declare that it is my intention to change my domicile to a state or other location where the terms of this Durable Power of Attorney will be honored. I assert a constitutional right to travel freely and contend that I do not lose that right because of my incapacity.

D. Liability. I hereby exonerate all parties who follow any decision of my Agent or any health care declaration contained in this Durable Power of Attorney from any and all liability, civil or criminal, as a result thereof. I hereby direct my Agent to hold all such parties harmless and indemnify each and all of them from any such liability. In no event shall my Agent be financially liable for the health care decisions which my Agent makes for me.

36. Carry Out and Enforce Powers Granted in this Durable Power of Attorney. In connection with the exercise of the powers described in this Durable Power of Attorney, my Agent is fully authorized and empowered to perform any acts and things and to execute and deliver any documents, instruments, and papers necessary, appropriate, incident or convenient to such exercise or exercises, and to seek on my behalf and at my expense, including, without limitation, the following: (i) a declaratory judgment from any court of competent jurisdiction interpreting the validity of any or all acts authorized by this Durable Power of Attorney, but such declaratory judgment shall not be necessary in order for my Agent to perform any act authorized by this Durable Power of Attorney, (ii) a mandatory injunction requiring compliance with the instruction of my Agent by any person, organization, corporation or other entity obligated to comply with instructions given by me, and (iii) actual and punitive damages against any person, organization, corporation or other entity obligated to comply with instruction given by me who negligently or willfully fails or refuses to follow such instructions.

37. Delegate to a Third Person Any of the Powers Granted in this Durable Power of Attorney. To delegate any or all of the powers I have granted in this Durable Power of Attorney to my Agent to a third person, upon such terms and conditions and for such duration as my Agent may deem appropriate from time to time, regardless of whether such powers constitute ministerial or discretionary powers, so that any third party selected by my Agent shall be authorized to act as my Agent just as if I had originally appointed such third person to perform the powers granted to such third person by my Agent; such delegation shall be done by a written instrument executed by my Agent that shall be attached as an exhibit to this Durable Power of Attorney.

38. Indemnity of Persons Relying upon My Agent. Any person, including my Agent, may rely upon the validity of this Durable Power of Attorney or a copy of it unless that person knows it has terminated or is invalid. For the purpose of inducing all persons, organizations, corporations and entities, including but not limited to, any bank, broker, custodian, insurer, lender, transfer agent, taxing authority, governmental agency or party to act in accordance with the instructions of my Agent given in this Durable Power of Attorney, I represent, warrant and agree that: (i) if this Durable Power of Attorney is revoked or amended for any reason, I, my estate, my heirs, successors and assigns will hold any person, organization, corporation or entity (referred to in this Durable Power of Attorney in the aggregate as "person") harmless from any loss suffered, or liability incurred, by such person in acting in accordance with the instructions of my Agent acting under this Durable Power of Attorney prior to the receipt by such person of actual notice of any such revocation or amendment, (ii) the powers conferred on my Agent by this Durable Power of Attorney may be exercised by my Agent alone and the signature of my Agent or acts under the authority granted in this Durable Power of Attorney may be accepted by persons as fully authorized by me and with the same force and effect as if I were personally present, competent and acting on my own behalf. Consequently, all acts lawfully done by my Agent are done with my consent and shall have the same validity and effect as if I were



personally present and personally exercised the powers myself, and shall inure to the benefit of and bind me and my heirs, assigns and Personal Representatives, (iii) no person who acts in reliance upon any representations my Agent may make as to: (a) the fact that the powers of my Agent are then in effect, (b) the scope of authority of my Agent granted under this Durable Power of Attorney, (c) my competency at the time this Durable Power of Attorney is executed, (d) the fact that this Durable Power of Attorney has not been revoked, or (e) the fact that my Agent continues to serve as my Agent shall incur any liability to me, my estate, my heirs or assigns for permitting my Agent to exercise any such authority, nor shall any person who deals with my Agent be responsible to determine or insure the proper application of funds or property; and (iv) all persons from whom my Agent may request information regarding me, my personal or financial affairs or any information which I am entitled to receive are authorized to provide such information to my Agent without limitation and are released from any legal liability whatsoever to me, my estate, my heirs and assigns for complying with the requests of my Agent.

39. Unenforceable Provisions. If any part of any provision of this Durable Power of Attorney 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 Durable Power of Attorney.

40. Governing Law. This Durable Power of Attorney shall be governed by the Laws of the State of Alabama in all respects, including the validity, construction, interpretation and termination of said Laws, and to the extent permitted by law shall be applicable to all property of mine, real, personal, intangible or mixed, wherever and in whatever state of the United States or foreign country the situs of such property is at any time located and whether such property is now owned by me or acquired by me or for me by my Agent. It is my intent that this Durable Power of Attorney be valid, effective, and binding in all states and jurisdictions.

41. Amendment and Revocation. This Durable Power of Attorney may be amended or revoked by me, and my Agent may be removed by me at any time by the execution by me of a written instrument of revocation, amendment or removal delivered to my Agent. If this Durable Power of Attorney has been recorded in the public records, then the instrument of revocation, amendment or removal shall be filed or recorded in the same public records. My Agent may resign by the execution of a written resignation delivered to me or, if I am mentally incapacitated, by delivery to any person with whom I am residing or who has the care and custody of me.

42. Death. My death shall not revoke or terminate this Durable Power of Attorney as to my Agent or any other person who, without actual knowledge of my death, acts in good faith under this Durable Power of Attorney. Any action so taken, unless otherwise invalid or unenforceable, shall be binding upon me and my heirs, devisees and Personal Representatives.

43. Headings. The headings describing the powers granted in this Durable Power of Attorney are for illustrative purposes only and are in no way meant to limit or otherwise circumscribe the powers set forth in this Durable Power of Attorney.

44. Counterparts. This Durable Power of Attorney may be executed in multiple counterpart originals, and all such counterpart originals shall have equal force and effect. In addition, my Agent is authorized to make photocopies of this Durable Power of Attorney as frequently and in such quantity as my Agent shall deem appropriate. All photocopies shall have the same force and effect as any original.

45. DURABLE POWER OF ATTORNEY. I AM THE PRINCIPAL EXECUTING THIS DURABLE POWER OF ATTORNEY AND I INTEND THAT THIS DURABLE POWER OF ATTORNEY SHALL CONTINUE FOR MY LIFETIME UNLESS PREVIOUSLY REVOKED BY MY SPECIFIC ACT; AND I INTEND THAT IN THE EVENT OF MY DISABILITY, INCOMPETENCY, OR INCAPACITY AFTER THE EXECUTION OF THIS DURABLE POWER OF ATTORNEY, IT SHALL CONTINUE TO BE AND SHALL REMAIN EFFECTIVE AS A DURABLE POWER OF ATTORNEY AS AUTHORIZED BY ALABAMA LAW. "THIS POWER OF ATTORNEY SHALL NOT BE AFFECTED BY DISABILITY, INCOMPETENCY, OR INCAPACITY OF THE PRINCIPAL."



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Shelby Cnty Judge of Probate, AL
04/05/2024 11:29:19 AM FILED/CERT

3rd IN WITNESS WHEREOF, as Principal, I have signed this Durable Power of Attorney on this the
day of April, 2024.

Joyce Fleet (Seal)
Joyce Fleet

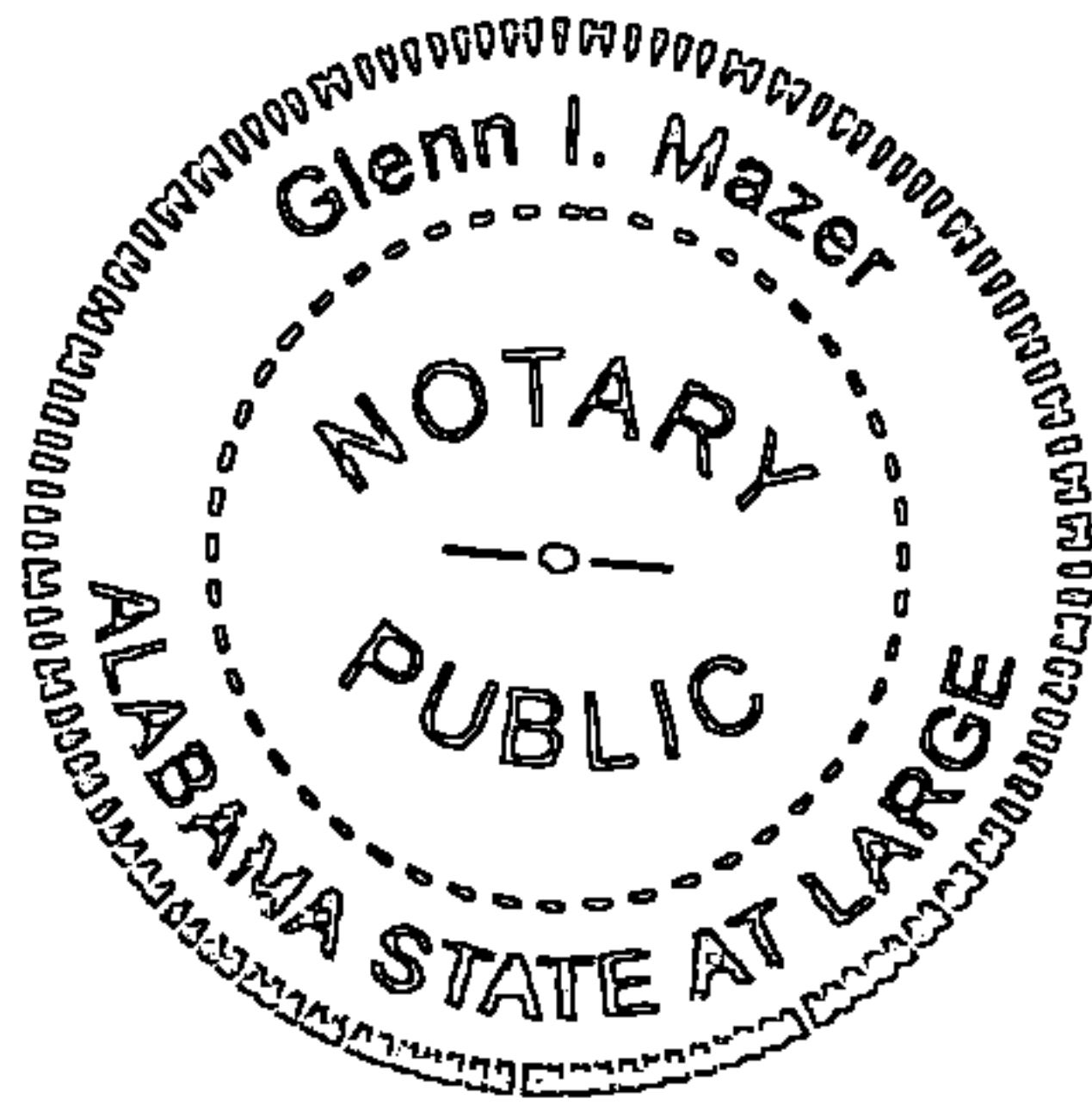
STATE OF ALABAMA :

COUNTY OF SHELBY :

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

Given under my hand and seal this 3 day of April, 2024.

Glenn I. Mazer
Notary Public
My Commission Expires: 04/13/27



IMPORTANT INFORMATION FOR AGENT

Duties of the Agent

When you accept the authority granted under this Durable Power of Attorney, a special legal relationship is created between you and the Principal. This relationship imposes upon you legal duties that continue until you resign or the Durable Power of Attorney is terminated or revoked.

You must:

- (1) do what you know the Principal reasonably expects you to do with the property of the Principal or, if you do not know the expectations of the Principal, act in the best interest of the Principal;
- (2) act in good faith;
- (3) do nothing beyond the authority granted in this Durable Power of Attorney; and
- (4) disclose your identity as an agent whenever you act for the Principal by writing or printing the name of the Principal and signing your own name as "Agent" in the following manner:

"(Principal's Name) by (Your Signature) as Agent"

Unless this Durable Power of Attorney states otherwise, you must also:

- (1) act loyally for the benefit of the Principal;
- (2) avoid conflicts that would impair your ability to act in the best interest of the Principal;
- (3) act with care, competence, and diligence;
- (4) keep a record of all receipts, disbursements, and transactions made on behalf of the Principal;
- (5) cooperate with any person that has authority to make health care decisions for the Principal to do what you know the Principal reasonably expects or, if you do not know the expectations of the Principal, to act in the best interest of the Principal; and
- (6) attempt to preserve the estate plan of the Principal if you know the plan and preserving the plan is consistent with the best interest of the Principal.

Termination of the Authority of the Agent

You must stop acting on behalf of the Principal if you learn of any event that terminates this Durable Power of Attorney or your authority under this Durable Power of Attorney. Events that terminate a Durable Power of Attorney or your authority to act under a Durable Power of Attorney include:

- (1) death of the Principal;
- (2) the revocation by the Principal of the Durable Power of Attorney or your authority;
- (3) the occurrence of a termination event stated in the Durable Power of Attorney;
- (4) the purpose of the Durable Power of Attorney is fully accomplished; or
- (5) if you are married to the Principal, a legal action is filed with a court to end your marriage, or for your legal separation, unless this Durable Power of Attorney states that such an action will not terminate your authority.

Liability of Agent

The meaning of the authority granted to you is defined in the Alabama Uniform Power of Attorney Act, Chapter 1A, Title 26, Code of Alabama 1975. If you violate the Alabama Uniform Power of Attorney Act, Chapter 1A, Title 26, Code of Alabama 1975, or act outside the authority granted, you may be liable for any damages caused by your violation.

If there is anything about this document or your duties that you do not understand, you should seek legal advice.