

MARY S. STEELMAN
DURABLE GENERAL POWER OF ATTORNEY

I. Grant and Revocation of Prior Powers of Attorney

I, MARY S. STEELMAN, of Calera, Alabama, appoint my children, PAIGE S. GROSE and JON J. STEELMAN, acting jointly or independently, to serve as my agent (attorney-in-fact) under this general power of attorney. I hereby revoke all powers of attorney I have granted before this date.

II. Durability

This power shall not terminate on disability or incompetency of the principal, and such disability or incompetency shall not affect the authority herein granted.

III. Inducement to and Protection of Third Parties

To induce any third party to recognize the authority of my agent to act on my behalf hereunder, I hereby agree that any third party receiving a duly executed copy or facsimile of this instrument may act hereunder, and that limitation, amendment, revocation or termination hereof shall be ineffective as to such third party unless and until actual notice or knowledge of such revocation or termination shall have been received by such third party, and I for myself and for my heirs, executors, legal representatives and assigns, hereby agree to indemnify and hold harmless any such third party from and against any and all claims or liability that may arise or be asserted against such third party by reason of such third party having relied on the provisions of this instrument. Any person who deals with my agent shall have no responsibility or duty to inquire into, determine, or assure the proper disposition or application of funds or property in any transaction with my agent.

Without limiting the generality of the foregoing paragraph, and as an amplification of my intention to save any third party harmless from any and all loss, and to induce any third party, including but not limited to any bank, seller, vendor, purchaser, securities broker, real estate broker, custodian, lender, securities or other transfer agent, taxing authority, or governmental agency, to rely upon the agency conferred in this instrument, I warrant and represent that any such third party may, in the absence of actual knowledge to the contrary, rely upon any affidavit which my agent may make regarding but not limited to:

A. the present, effective existence of my agent's powers under this instrument, and that none of the same has been limited, revoked, or modified;

B. the scope of my agent's authority under this instrument,

C. my legal capacity to execute, acknowledge, seal and deliver this instrument, and the fact that I executed, acknowledged, sealed and delivered the same in accordance with law, and

D. in accordance with the authority conferred under Article V, Paragraph number 15 of this instrument, the lawful substitution of any person or entity to act as agent for me or the appointment of any person or entity to act as ancillary agent for me, shall incur no liability to me, my estate, or my heirs, successors, or assigns for permitting my agent to exercise any power granted to my agent.

IV. General Grant of Authority

I confer upon my agent the full, complete and general authority to do all such acts, matters and things in relation to all or any part of, or interest in, my property, affairs or business of any kind or description in the State of Alabama, or elsewhere, now or at any time in the future, that I could do if acting personally.

I intend that this general grant of authority be construed broadly so as to confer the greatest possible grant of authority upon my agent.

V. Specific Grants of Authority

In amplification and not in limitation of the general grant of authority I have conferred upon my agent, my agent is possessed with the authority to exercise the following powers in addition to all others on my behalf:

1. to request, receive, possess, sue for, and recover from all persons, corporations, associations or other entities (i) each and every parcel of realty and article of personal property that I own or am entitled to possess, and (ii) each and every sum of money, right or interest, due and owing, or that may become due and owing, to me on any and every account, claim, contract or tort; or, in my agent's discretion, to arbitrate or compromise therefor;
2. to accept on my behalf any service of legal process issued in any suit in which I may be named a party, and to defend my interest in any such suit;
3. to satisfy, or reject and defend against, claims that may be asserted against me, or against any of my property or interests; or, in my agent's discretion, to arbitrate or compromise therefor;
4. to establish, add to, withdraw from, or close my accounts or deposits in banks or other financial institutions; to cancel or continue credit cards, charge accounts and membership in clubs or other associations;
5. to sign any check, deed, contract, pleading, retirement or disability election, or any other documents;
6. to borrow or lend money in my name on such terms as my agent may deem appropriate, and to execute notes and any documents necessary to give any lender a security interest in any or all of my real and/or personal property in connection with any loan;

7. to sell or lease any part or parts of my real or personal estate, or any interest that I may have in any real or personal estate, wherever situated, upon such terms as my agent may deem appropriate, and to make all necessary deeds and conveyances thereof, with all necessary covenants, warranties and assurances, and to sign, seal, acknowledge and deliver the same; and to purchase real or personal property for my use as my agent deems appropriate;

8. to buy or sell stocks, bonds, Treasury securities, or other investments on my behalf without regard to the "prudent investor" rule; to establish, utilize and terminate accounts with brokers of securities, and to engage, employ, and terminate the services of such financial and investment factors, advisors, and consultants as my agent may deem helpful; and to authorize and terminate managing agency accounts with third party and corporate fiduciaries; to vote stock shares and proxies;

9. to enter any safe deposit box that I may be the lessee of, or otherwise entitled to enter, and to remove or add to its contents, and the lessor shall not be liable or responsible for such actions by my said attorney or attorneys;

10. to borrow against or obtain the cash surrender value of any of my life insurance policies, and to transfer the ownership of any policies to the primary beneficiaries named therein;

11. to create revocable or irrevocable trusts for my benefit (with my agent or another as trustee), to add assets to existing trusts created by my agent or me, and to amend, limit, or revoke revocable trusts created by my agent or me to the same extent I could if acting personally;

12. to make gifts to the person who may be my spouse at the time of such gift(s), and to any lineal descendant of mine, or to any spouse of any descendant of mine, including any descendant or any spouse of such descendant of mine who may serve as my agent under this instrument, for any purpose or for no purpose, without limitation as to the amount of such gifts, provided that any donee who shall serve as my agent, or as a descendant of my agent, or as a spouse of my agent, shall be a permissible donee only if (a) I have not excluded and disinherited such donee as a beneficiary of my estate in my will as it is written at the time of such gift(s), or (b) any gift to such donee shall be approved by at least one adult beneficiary under my will (or one adult who is a presumptive heir of mine if there is no will of mine in existence at the time of such gift) who would be directly and adversely affected by such gift, it being my intention not to create a general power of appointment under section 2041 or section 2514 of the Internal Revenue Code or otherwise;

13. to have access to my Trusts, will, and to all documents in the hands of any person, including my attorneys, physicians, accountants, and spiritual advisors (notwithstanding any privilege or right of secrecy or confidentiality that may exist between me and any attorney, physician, accountant, or spiritual advisor of mine) and, in addition to and not in limitation of the permissible donees described in the preceding clause of this instrument, to make gifts to beneficiaries named in my will by way of total or partial satisfaction of bequests, legacies or devises made to such beneficiaries as my will is written at the time of such gift(s);

14. to represent me before any office of the Internal Revenue Service, the Alabama Department of Taxation or any other state taxation department or division, in connection with any individual income tax or gift tax matter, to receive confidential information and to perform any and all acts that I can perform with respect to said tax matters, including the power to prepare, amend, amplify, execute and deliver on my behalf and in my stead IRS Form 2848, and to appoint my herein named agent or any other persons thereunder as my agent and representative, and to execute on my behalf all other tax forms and returns (including, but not limited to U.S. Forms 1040 and 709, and all other forms that may be filed in connection with any of them or any other state or local department of taxation), and the power to receive and negotiate checks in payment of any federal, state, or local tax refund or other payment;

To include signing returns, receiving refund checks, waivers and offers of waivers of restrictions on assessment or collection of deficiencies, waivers of notice of disallowance of a claim for credit or refund, execution of consents extending the statutory period for assessment or collection, executing closing agreements under Section 7121 of the Internal Revenue Code, making or not making any elections or consents available to me under such tax laws including, without limitation consents to split gifts pursuant to Section 2513 of the Internal Revenue Code, delegating authority or substituting another representative (including execution of IRS Form 2848), receiving confidential information, and otherwise perform such acts with respect to all tax matters that I could perform;

15. to substitute any person or entity to act as agent for me, and to appoint any person or entity to act as ancillary agent for me, in any jurisdiction (and to limit, suspend, or revoke such appointments), and to grant unto any such substitute or ancillary agent such of the powers granted herein to my agent as my agent may specifically delegate in writing (with such restrictions or limitations thereon as my agent may deem appropriate);

16. to initiate any litigation that may be necessary in order to require third parties to recognize the validity of this power of attorney and to seek damages, including punitive damages, for injury to me or my estate because of any nonrecognition;

17. to disclaim any interest in real or personal property to the same extent I could disclaim the same;

18. to change my domicile or place of residence, or both, for any reason, or for no reason, at any time and from time to time;

19. to employ or otherwise engage or contract, on reasonable terms, companions, geriatric care managers, assistants, nurses, or other persons, including but not limited to PAIGE S. GROSE, JON J. STEELMAN, or any member of my or their families, to provide health or companionship services for me that may be helpful in assisting me in the enjoyment of life, regardless of whether I remain in my own or another person's private home, or if I am admitted to any congregate care facility; and

20. to represent me in connection with medical services reimbursed or provided by, or not reimbursed or provided by, any health insurer, health care provider, health maintenance organization, and my agent shall have complete access to my medical records and full authority to advocate in any administrative, court, or setting on my behalf, and may consent on my behalf to arbitration, mediation, or any other alternative dispute resolution process.

21. To create and/or contribute to an Individual Retirement Account (IRA) or employee benefit plan (including a plan for a self employed individual) for my benefit, to select or change any selection regarding the time and method of payment of benefits from any such plan or IRA, to make or change beneficiary designations under any such plan or IRA, to waive the benefit of any rights I may have as the spouse of any participant in such a plan or IRA, to give any permitted directions regarding investments under any such plan or IRA, and to make "roll-overs" of any distribution to me from any such plan or IRA.

22. To exercise any rights or elections available to me under any employee welfare plan or other plan or program maintained by any present, past or future employer of me, including the right to elect continuation or COBRA coverage under any health benefits plan and the right to exercise any stock options to the extent I could do so personally.

23. I additionally confer upon my Agent the power to make gifts to any beneficiary of my will or my revocable trust, if in making such gifts my Agent deems, in the exercise of my Agent's reasonable discretion, that such gifts may further my purposes in providing for my care, my family's care, and the preservation and protection of my resources from estate, gift or income taxes, and or the preservation and protection of my resources from health care, living or other expenses which might otherwise be paid by publicly or privately funded social welfare programs, including without limitation the Supplemental Security Income and Medicaid programs. Without limiting my Agent's discretion, my Agent may consider whether the donee of any gift under this paragraph might reasonably be expected to use any portion of the gift to provide for my care if I am or should become dependent upon any social welfare program. I require that any gift proposed to be made pursuant to this paragraph be approved by a person possessing a substantial interest in the property subject to the power and whose interest would be adversely affected by gifts made to my attorney-in-fact.

24. To access, use, and control my digital devices, including but not limited to, desktops, laptops, tablets, storage devices, mobile telephones, smartphones, and any similar digital device which currently exists, or may exist in the future for accessing or controlling my digital assets; and the power to access, modify, delete, control, and transfer my digital assets, including but not limited to emails received, email accounts, digital music, digital photographs, digital videos, software licenses, social network accounts, file sharing accounts, financial accounts, banking accounts, domain registrations, DNS service accounts, web hosting accounts, tax preparation service accounts, online stores, other online accounts, and similar digital items which currently exist or may exist as technology develops; and to obtain, access, modify, delete, and control my passwords and other electronic credentials associated with my digital devices and digital assets described above. My agent has the power to access, modify, delete, control, and transfer my digital financial accounts.

VI. Agent's Duties

I intend that my agent be aware of the following responsibilities under Alabama Law, which are restated here by way of example and not by way of exclusion or limitation:

- A. my agent must use due care to act in my best interest in accordance with the terms of this instrument;
- B. my agent is liable for any breach of legal duty owed to me as a fiduciary under Alabama Law;
- C. my agent must not allow my agent's property to be commingled with my property;
- D. my agent must keep a record of all receipts, disbursements, and significant actions taken under this instrument; and
- E. upon my personal demand, or upon the demand of PAIGE S. GROSE and/or JON J. STEELMAN, or any other agent personally appointed by me or by PAIGE S. GROSE and/or JON J. STEELMAN, to account to me or to PAIGE S. GROSE and/or JON J. STEELMAN, or any other agent appointed by me, for all receipts, disbursements, and significant actions taken under this instrument.

VII. Miscellaneous

A. I intend to avoid the necessity of guardianship or conservatorship proceedings by the creation of an agency in this instrument. I authorize but do not require my agent to resist any such proceeding as an expense of the agency hereby created. I intend that the agency created by this instrument survive the appointment of any guardian, conservator, or similar fiduciary for me, and that the powers conferred in this agency not be limited, subsumed, or otherwise impaired by the appointment of any such fiduciary. If my intent to avoid any such protective proceeding is defeated, in any proceeding to appoint a guardian, conservator, or other similar fiduciary for me I nominate and request that the court appoint no person or entity other than PAIGE S. GROSE and JON J. STEELMAN, acting jointly or independently, to serve as my conservator, guardian, or other fiduciary, and I further request that any accounting, inventory or other financial reporting incident to such appointment or service be made in camera and without public disclosure.

B. My agent shall be reimbursed for all expenses he/she incurs on my behalf. My agent is entitled to reasonable compensation calculated pursuant to the rules governing fiduciary compensation in the State of Alabama, but if I have entered into any collateral agreement concerning compensation with my agent, such agreement shall be conclusive with respect to such compensation. My agent may retain my property in his/her possession for any debt in his/her favor against me or my estate.

C. I intend that any authority granted to my agent shall be construed and when necessary limited so as to prevent my agent from being taxed on my income (unless my agent is my spouse) and to prevent my assets from being considered as subject to a "general power of appointment" by my agent, as that term is defined by the Internal Revenue Code.

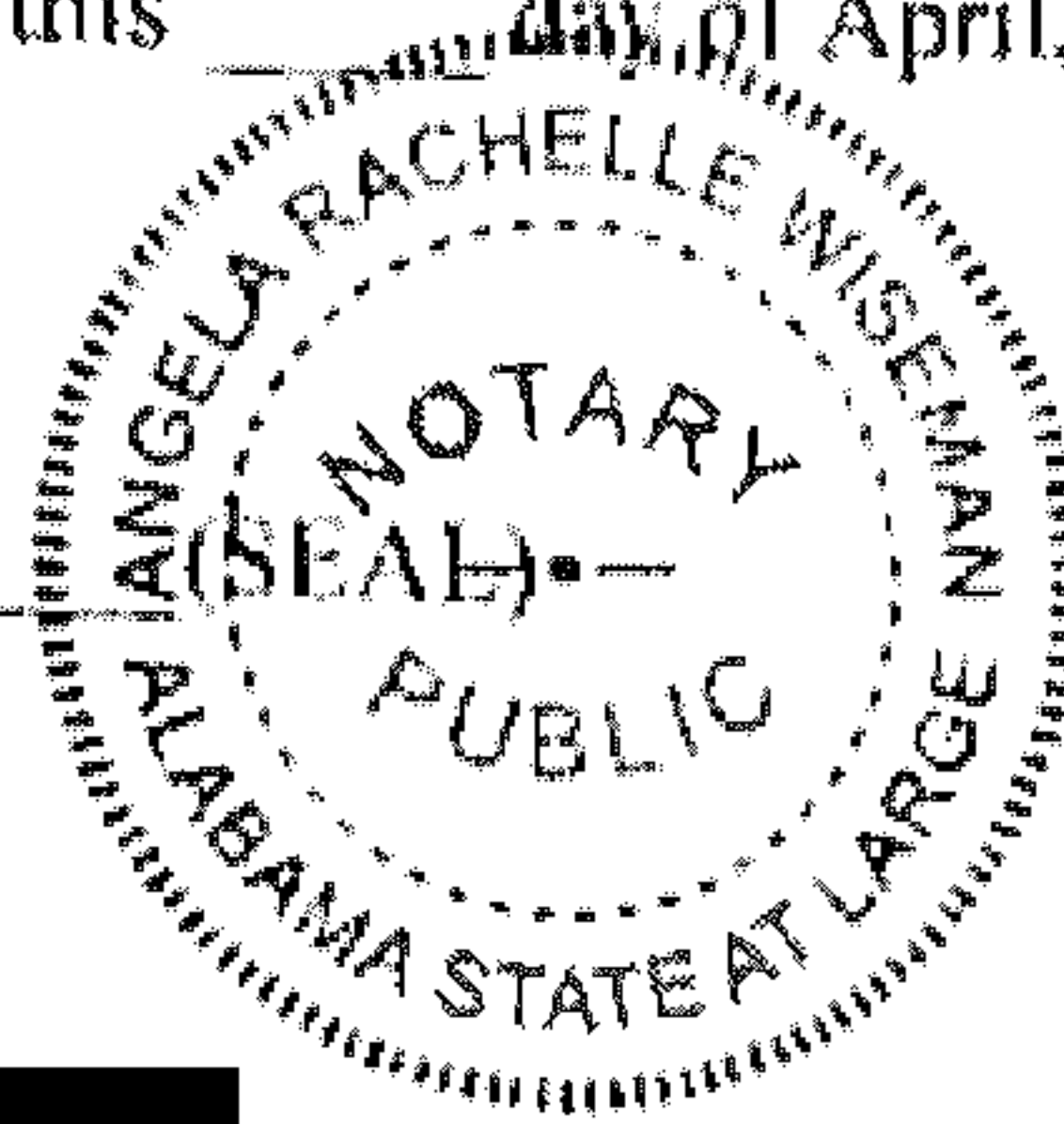
D. If any provision of this instrument is held unenforceable or invalid, such unenforceability or invalidity does not affect other provisions or applications of this instrument that can be given effect without the invalid provision or application and to this end the provisions of this instrument are severable.

E. As used in this power of attorney, the male gender shall include the female and neuter, and the singular shall include the plural, and vice versa.

F. A notarized copy of this Durable Power of Attorney, certified as a true and exact copy by a notary public, who personally witnessed the copying thereof from the original, shall, for all purposes, be deemed an original; my attorney-in-fact shall maintain a list, which shall be kept in the same location as the original, of each individual and/or institution holding such a certified true and exact copy.

Witness the following signature and seal this 8th day of April, 2022.

Mary S. Steelman
MARY S. STEELMAN
Principal



Social Security # [REDACTED]

Cynthia Jones
Witness

136 Market Place D Calera, AL 35040
Address

Colly K
Witness

136 B Marketplace Circle, Calera, AL 35040
Address

STATE OF ALABAMA)
COUNTY OF Chilton)

To-wit:

The foregoing GENERAL DURABLE POWER OF ATTORNEY was acknowledged before me in my jurisdiction aforesaid this 7th day of April, 2022, by MARY S. STEELMAN.

Angela Rachelle Wiseman
Notary Public
My Commission Expires February 26, 2023
Notary Registration No.: _____



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