

STATE OF ALABAMA

SHELBY COUNTY

DURABLE POWER OF ATTORNEY

I, Constance L. Maniscalco, of Shelby County, Alabama, hereby appoint my son, Samuel S. Maniscalco, or if he should cease to act for any reason, I appoint my grandsons, Christian Maniscalco and Brian L. Maniscalco as my true and lawful agents and attorneys, (herein called "my attorney") for me and in my name to perform any or all of the following acts with reference to any interest from time to time that is own by me in property, real or personal, wherever located (herein called "property"), or other matters in which I from time to time may have a personal or financial interest:

1. To deposit in or withdraw from any bank, trust company, savings association, safe deposit company, broker or other depository or agent any moneys or other property and to examine or receive related records, including statements of account and cancelled checks.
2. To rent safe deposit boxes in my name as depositories for my property, and to open and enter on my behalf any safe deposit box rented or held by me alone or jointly with others, at any time to deposit in such box or to remove from such box any part or all of the contents thereof, including any security or tangible personal property, as often and as freely as I could do if personally present. My attorney may cancel or modify the lease under which such box is rented and to surrender or exchange the same.
3. To retain, invest in, acquire by purchase, subscription, lease or otherwise, manage, sell at public or private sale, wholly or partly for cash or on credit, contract to purchase or sell, grant or exercise options to purchase, options to sell or conversion rights, assign, transfer, convey, deliver, endorse, exchange, pledge, mortgage, abandon, improve, repair, maintain, insure, lease for any term and otherwise deal with all my property. My attorney may release and waive any right of homestead, if any.

C. M.

4. To enter upon and demand possession of, maintain, manage, improve, subdivide, raze, alter, dedicate, vacate, partition, release, lease or renew, amend or extend leases for any term, contract to make leases, grant options to lease or to purchase the whole or any part of the reversion, contract regarding the manner of fixing present or future rentals, grant easements or charges of any kind on or with respect to, and cultivate, irrigate and operate, all interests in real estate now or hereafter owned by me, including beneficial interests in any trust and leasehold interests, and related improvements, equipment and supplies, alone or with others, by general or limited partnerships, trust agreements, joint ventures, corporations, associations, leases, management or agency agreements, participation in government programs or otherwise.
5. To borrow money at interest rates then prevailing from any individual, bank or other source, and mortgage or pledge any property to any lender.
6. To determine my place of residence from time to time, to pay my ordinary household expenses, to arrange for and pay the costs of medical, dental, nursing, hospital, convalescent and other health care and treatment, including admission to hospitals, nursing homes, rest homes or other care facilities or institutions; to consent to treatment, and to make application for insurance, pension or employee benefits related to such health care and treatment, including, but not limited to, benefits under Social Security, Medicare and Medicaid; to obtain on my behalf copies of medical reports, summaries or other related information concerning me that were made or taken before or after the date of this instrument, including, but not limited to, records and/or communications, and to execute any written consents on my behalf for the disclosure of such records and communications under any provisions or act, referred to or defined by federal statute, statutes of any state of the United States or ordinances, rules or requirements of any local governmental municipality, authority or agency.
7. To demand, sue for, receive and otherwise take steps to collect or recover all debts, rents, proceeds, interest, dividends, annuities, securities for money, goods, chattels, bequests, income from property, damages and all other property to which I may be entitled or which are or may become due me from any person, entity, or organization; to commence, prosecute or enforce, or to defend, answer or oppose, contest and abandon all legal proceedings in which I am or may hereafter be interested; and to settle, compromise or submit to arbitration any accounts, debts, claims, disputes and matters now existing or which may hereafter arise between me and any other person, entity, or organization, and to grant an extension of time for the payment or satisfaction thereof on any terms, with or without security.
8. To continue to carry, purchase, cancel or dispose of fire, casualty, property or income protection, medical, hospital, life, liability or other insurance and to pay any premiums thereon.
9. To sell and dispose of, as my attorney shall deem best, by private sale or otherwise, any shares of stock that I now hold or may hereafter hold in any corporation, and any bonds or securities of the United States, any state, or any municipal corporations or private company, and to receive the consideration from the sale thereof, and for me and in my name to execute such transfers or assignments as shall be necessary to assign my said shares, bonds or securities to the purchaser or purchasers, and to pay any and all reasonable charges in connection with the handling of my securities.

C. M.

10. To exercise in person or by general or limited proxy all voting and other rights, powers and privileges and to take all steps to realize all benefits with respect to stocks or other securities including the power to enter into or oppose, alone or with others, voting trusts, mergers, consolidations, foreclosures, liquidations, reorganizations or other changes in the financial structure of any corporation.

11. To retain, continue, operate, manage, organize, acquire, invest in, terminate and dispose of, alone or with others, proprietorships, corporations, limited or general partnerships, joint ventures, land trusts and other business or property holding organizations under the laws of any jurisdiction; to lease, sell, purchase, or otherwise transfer any property to or from, make further investments in or advance or loan funds to, with or without security, and incur obligations on account of or for the benefit of, any such organization; and to employ any persons for such purposes and delegate to them such powers and discretions as my attorney considers advisable.

12. To appear and represent me in regard to and to take all actions convenient or appropriate in connection with taxes imposed by any municipal, state, United States or foreign authority or government relating to any tax liability or refund, abatement or credit (including interest or penalties) due or alleged to be due from or to me or any other person or organization, association or trust for which I am responsible for the preparation, signing, executing, verifying, acknowledging or paying of any tax due or filing of a return or report, including without limitation any federal or state income or gift tax, for all years in the past that I have filed tax returns, and for all subsequent years; and for such purposes to inspect or receive copies of any tax returns filed by or for me, reports, or other papers or documents, compromises, or adjustments of any and all claims, and to execute Internal Revenue Service Forms 2848, and any other forms required by the Internal Revenue Service, or any other governmental agency from time to time in regard to the granting of powers of attorney, and to name my attorney or any other person as my attorney.

13. To prepare, draw, make, sign, execute, seal, acknowledge, verify, discount, accept, endorse, with or without recourse on me, waive demand, notice and notice of protest, file and deliver on my behalf, any and all checks, options, orders, notes, drafts, overdrafts, certificates of deposit, bills of exchange, deeds, directions to land trustees, mortgages, leases, powers of sale, bonds (of indemnity or otherwise) and contracts, transfers, assignments, proxies, agreements, receipts, releases, release deeds, composition agreements, discharges, income or personal or intangible property or gift or other tax returns, estimates, declarations, certificates, schedules, statements, claims of abatement, refund or credit, protests, requests, (including requests for rulings from proper authorities), applications, waivers (including waiver of restrictions on the assessment or collection of any deficiency or additional tax), acceptances (including acceptance of any determination or proposed determination of additional tax or overpayment of tax, including interest and penalties), consents or waivers or agreements for a later determination and assessment and collection of taxes than is provided by applicable statutes of limitations, closing agreements (whether in respect of a tax liability or a specific matter or otherwise), petitions, pleadings, motions, stipulations, consents and any other papers, documents or writings or things, with or without guarantees, surety obligations, covenants, warranties, indemnifications, representations, powers of substitution, affirmations or otherwise.

C. M.

14. To appoint and employ, with or without compensation, any accountants, attorneys at law, investment counsel, agents, servants or other persons, including their agents and associates, and to dismiss or discharge the same and to appoint or employ any others in their stead as my true and lawful attorneys, to appear and represent me as to all matters covered by this power of attorney, or for any other purpose, including, but not limited to, appearances before the Treasury Department of the United States, the Tax Court of the United States, the United States Court of Claims, or any other court of the United States or the District of Columbia, or any state, municipal or foreign court, and any department or official of the United States government or any state, municipal or foreign government; with full power and authority to such agents and attorneys to do any and all acts convenient or appropriate in connection with such matters, including the specific acts described above, and to substitute attorneys and agents subsequent to the date of such appointment and prior to any revocation thereof, and to delegate and revoke the authority so granted to them.

15. To pay, as my attorney shall think fit, any debts or interest payable by me, or taxes, assessments and expenses due and payable or to become due and payable for my use and benefit or for the use and benefit of any person whom I have a legal obligation to support.

16. To transfer, assign and convey any property or interest in property which I may own to any trust of which I am a beneficiary, and under the terms of which I expressly have the power, exercisable alone or with others, to amend or revoke such trust, whether such trust was created before or after the execution of this power of attorney.

17. To (i) conduct environmental assessments, audits, and site monitoring to determine compliance with any environmental law or regulation thereunder; (ii) take all appropriate remedial action to contain, clean up or remove any environmental hazard including a spill, release, discharge or contamination, either on its own accord or in response to an actual or threatened violation of any environmental law or regulation thereunder; (iii) institute legal proceedings concerning environmental hazards or contest or settle legal proceedings brought by any local, state, or federal agency concerned with environmental compliance, or by a private litigant; (iv) comply with any local, state or federal agency order or court order directing an assessment, abatement or cleanup of any environmental hazards; and (v) employ agents, consultants and legal counsel to assist or perform the above undertakings or actions.

18. Finally (without prejudice to and in enlargement of the authority above conferred) to execute each and every instrument, undertake each and every obligation, and to take from time to time any and all action of whatsoever nature and with relation to any matters whatsoever, whether or not specifically mentioned herein, and to exercise in respect thereto as full and complete power and discretion as I myself might or could do as an individual.

19. To take any action my agent or agents deem necessary with any business that I may own or have an interest in at the time this Durable Power is executed. This power includes, but is not limited to, the power to execute, seal and deliver any instrument; participate in any legal business of any kind, execute agreements and amendments, reorganize, consolidate, merge, finance or borrow any money for any of these entities, to manage the day to day activities of any and all of

the businesses owned partially or entirely, to sell or dissolve any business, to elect or employ officers, directors and agents, to terminate or hire any employees employed by any company, limited liability company, corporation that I own, and to execute voting rights with respect to any stock that I may own, either in person or by proxy. To manage each and every aspect of each and every business that I may own entirely or have a partial interest at the time this Durable Power of Attorney is executed by me or any business that I may purchase after the date the Durable Power was executed.

The powers and authorities granted herein shall not be affected, impaired or exhausted by any non-exercise thereof or by any one or more exercises thereof. My attorney shall exercise or fail to exercise the powers and authorities granted herein in each case as my attorney, in my attorney's own absolute discretion as he or they deem desirable or appropriate under existing circumstances. I hereby ratify and confirm in law, or in equity, all that my attorney, and any agents and attorneys appointed by my attorney, and their agents, associates and substitutes, may do after the date of execution of this power of attorney. However, despite the above provisions, nothing herein shall be construed as imposing a duty on my attorney to act or assume responsibility for any matters referred to above or other matters, even though my attorney may have power or authority hereunder to do so.

If any power or authority hereby sought to be conferred upon my attorney should be invalid or exercisable for any cause or not recognized by any person, entity, or organization dealing with my attorney, the remaining powers and authorities given to my attorney hereunder shall nevertheless continue in full force and effect.

This power of attorney shall be effective on the date the Durable Power of Attorney is executed and shall remain in full force and effect and shall not be affected by disability, incompetency, or incapacity of the principal, it being my intent that the power granted herein shall continue without interruption until my death unless previously revoked by me in writing or as otherwise provided by law. Any person dealing with my attorney may rely without inquiry upon his certification that this power of attorney has not been revoked.

C. M.

I expressly agree that all acts done hereunder in good faith by my attorney, prior to the receipt by my attorney or by any party with whom my attorney has dealt pursuant to this power of attorney of actual notice of revocation of this authority, whether by my death or otherwise, shall be binding upon me and upon my heirs and legal representatives.

No person relying upon this power of attorney in good faith and without actual notice of revocation of this authority shall incur any liability to me or my estate as a result of permitting my attorney to exercise any power or discretion on my behalf granted herein, nor shall any person dealing with my attorney be required to see to the application and disposition of any moneys, stocks, bonds, securities or other property paid to or delivered to my attorney, or my attorney's substitute, pursuant to the provisions hereof.

In the event it should ever become necessary, I appoint my son, Samuel S. Maniscalco as my conservator and/or guardian. If Samuel S. Maniscalco should cease to act for any reason, I appoint my grandson, Christian Maniscalco as my conservator and /or guardian.

This power of attorney shall be governed by the laws of the State of Alabama and shall be effective from and after the date of execution hereof.

20. Facsimile Signatures. I have nominated my son, Samuel S. Maniscalco to be my agent and attorney who resides in Shelby County, Alabama although if he is unable to serve in that capacity, I have nominated my grandsons, Christian Maniscalco and Brian L. Maniscalco to serve in his place. Due to the fact that Christian Maniscalco lives in Vestavia Hills, Alabama and Brian L. Maniscalco lives in Norfolk, Virginia that any party depending upon their decisions for my benefit shall accept a facsimile signature from either or both of my grandsons, and shall be binding as to any interests they have decided upon my behalf with any other party.

Reproductions of this executed original (with reproduced signatures and the certificate of acknowledgement) shall be deemed to be original counterparts of this power of attorney.

C. M.

IN WITNESS WHEREOF, I hereby certify to the genuineness of the signature of my attorney and have signed this power of attorney this 3 day of May, 2016.

Constance L Maniscalco

CONSTANCE L. MANISCALCO

STATE OF ALABAMA)

COUNTY OF SHELBY)

WITNESSES

We, the undersigned witnesses, sign our names to this instrument, being first duly sworn, and do hereby declare to the undersigned authority that the Principal has signed and executed this instrument as his Durable Power of Attorney and she has signed it willingly, and that each of us, in the presence and hearing of the Principal, hereby signs this Durable Power of Attorney as witnesses to the Principal's signing, and that to the best of our knowledge, the Principal is nineteen years of age or older, of sound mind, and under no constraint or undue influence.

WITNESS

Name Shawna L. Meacham

Signature

Shawna L Meacham

Print Name

Address 536 Forest Dr.
Leeds AL 35094

WITNESS

Name Anna Carter

Signature

Anna Carter

Print Name

Address 1070 9th St SW
Abolaster AL 35007

STATE OF ALABAMA)


COUNTY OF JEFFERSON)

NOTARY PUBLIC

I, the undersigned, a notary public in and for said County and State, hereby certify that Constance L. Maniscalco whose name is signed to the foregoing **Durable Power of Attorney**, and who is known to me, acknowledged before me on this day that, being informed of the

contents of the instrument, she executed the same voluntarily on the day the same bears date, and in the presence of two witnesses.

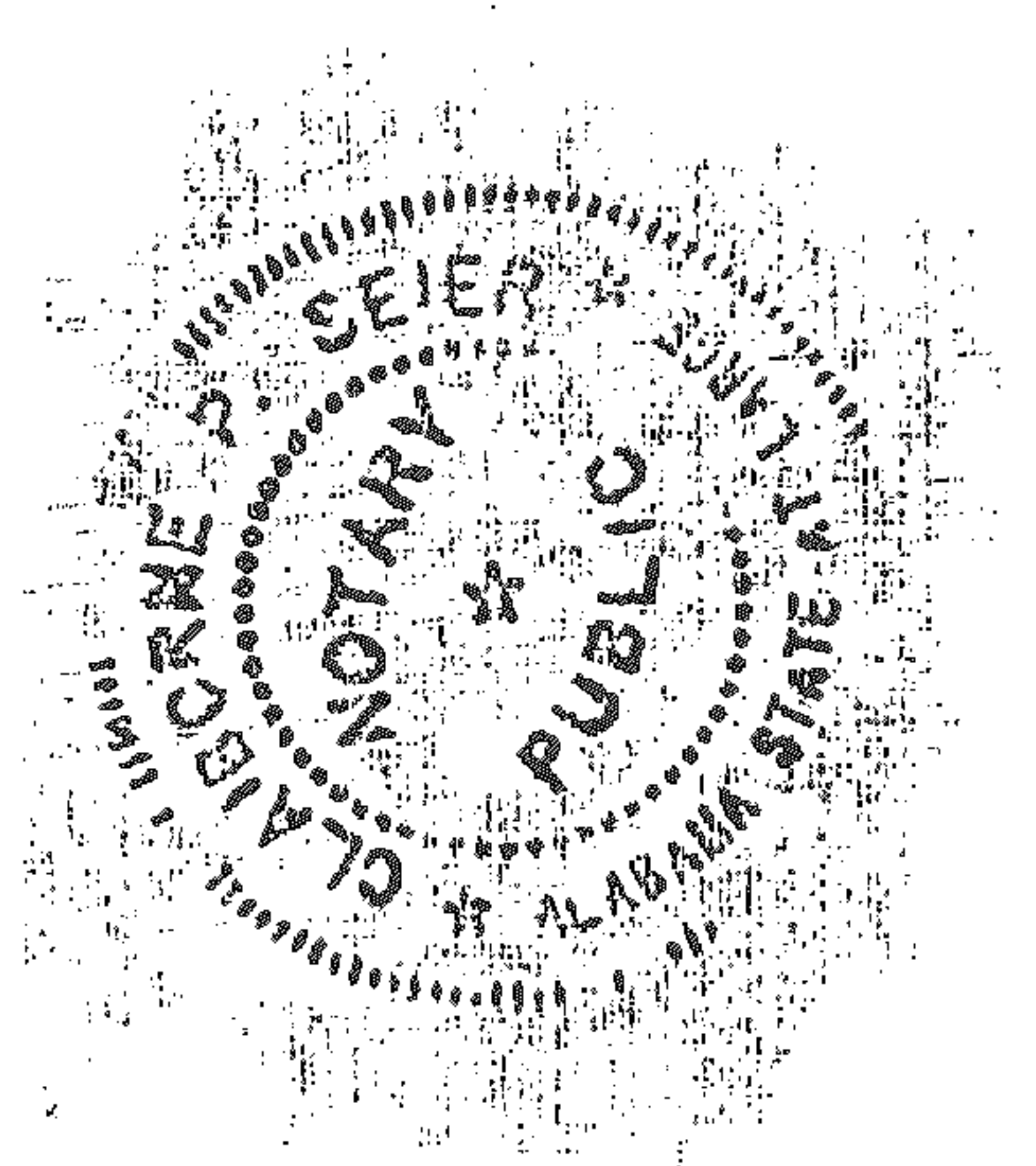
Given under my hand this 3 day of May, 2016.


Notary Public

Commission expires on 3-28-17.

This instrument was prepared by:

Claiborne P. Seier
Attorney at Law
Post Office Box 360205
Birmingham, Alabama 35236
(205) 915-2020



Filed and Recorded
Official Public Records
Judge of Probate, Shelby County Alabama, County
Clerk
Shelby County, AL
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