

JOAN ELLICOTT CROOKS
GENERAL DURABLE POWER OF ATTORNEY
(EFFECTIVE UPON THE EXECUTION OF THIS INSTRUMENT)

KNOW ALL MEN BY THESE PRESENTS: That I, JOAN ELLICOTT CROOKS, of Shelby County, State of Alabama, hereby revoking any other general durable powers of attorney heretofore created by me, but not revoking any limited or special powers of attorney heretofore created by me, do hereby appoint my children, DIANA CROOKS TAYLOR, CHRISTINE CROOKS HUTCHENS and RICHARD J. CROOKS, JR., or the survivor of them, as my true and lawful Attorney-in-fact and Agent (hereinafter called "Agent"). While more than one of my children is serving as my Agent, any act or decision hereunder may be taken by any one of them separately; joint action is not required. My Agent shall act for me in my name, place and stead, subject to the duties imposed by law, and for my behalf and benefit:

A. GENERAL GRANT OF POWER. To exercise or perform any act, power, duty, right or obligation whatsoever that I now have or may hereafter acquire, relating to any person, matter, transaction or property, real or personal, tangible or intangible, now owned or hereafter acquired by me, including, without limitation, the following specifically enumerated powers. I grant to my Agent full power and authority to do everything necessary in exercising any of the powers herein granted as fully as I might or could do if personally present, hereby ratifying and confirming all that my Agent shall lawfully do or cause to be done by virtue of this power of attorney and the powers herein granted. Such powers include, but are not limited to, the following:

1. REAL PROPERTY.

- a. demand, buy, lease, receive, accept as a gift or as security for an extension of credit, or otherwise acquire or reject an interest in real property;
- b. sell; exchange; convey with or without covenants, representations, or warranties; quitclaim; release; surrender; retain title for security; encumber; partition; consent to partitioning; subject to an easement or covenant; subdivide; apply for zoning or other governmental permits; plat or consent to platting; develop; grant an option concerning; lease; sublease; contribute to an entity in exchange for an interest in that entity; or otherwise grant or dispose of an interest in real property;
- c. pledge or mortgage an interest in real property as security to borrow money or pay, renew, or extend the time of payment of a debt of mine or a debt guaranteed by me;
- d. release, assign, satisfy, or enforce by litigation or otherwise a mortgage, deed of trust, conditional sale contract, encumbrance, lien, or other claim to real property which exists or is asserted;

e. manage or conserve an interest in real property owned or claimed to be owned by me, including:

- (1) insuring against liability or casualty or other loss;
- (2) obtaining or regaining possession of or protecting the interest or right by litigation or otherwise;
- (3) paying, assessing, compromising, or contesting taxes or assessments or applying for and receiving refunds in connection with them; and
- (4) purchasing supplies, hiring assistance or labor, and making repairs or alterations to the real property;

f. use, develop, alter, replace, remove, erect, or install structures or other improvements upon real property in or incident to which I have, or claim to have, an interest or right;

g. participate in a reorganization with respect to real property or an entity that owns an interest in real property and receive, and hold, and act with respect to stocks and bonds or other property received in a plan of reorganization, including:

- (1) selling or otherwise disposing of them;
- (2) exercising or selling an option, right of conversion, or similar right with respect to them; and
- (3) exercising any voting rights in person or by proxy;

h. change the form of title of an interest in real property; and

i. dedicate to public use, with or without consideration, easements or other real property in which I have, or claim to have, an interest.

2. TANGIBLE PERSONAL PROPERTY.

a. demand, buy, receive, accept as a gift or as security for an extension of credit, or otherwise acquire or reject ownership or possession of tangible personal property or an interest in tangible personal property;

b. sell; exchange; convey with or without covenants, representations, or warranties; quitclaim; release; surrender; create a security interest in; grant options concerning; lease; sublease; or, otherwise dispose of tangible personal property;

c. grant a security interest in tangible personal property as security to borrow money or pay, renew, or extend the time of payment of a debt of mine or a debt guaranteed by me;

d. release, assign, satisfy, or enforce by litigation or otherwise, a security interest, lien, or other claim on my behalf, with respect to tangible personal property;

e. manage or conserve tangible personal property, including:

(1) insuring against liability or casualty or other loss;

(2) obtaining or regaining possession of or protecting the property or interest, by litigation or otherwise;

(3) paying, assessing, compromising, or contesting taxes or assessments or applying for and receiving refunds in connection with taxes or assessments;

(4) moving the property from place to place;

(5) storing the property for hire or on a gratuitous bailment;
and

(6) using and making repairs, alterations, or improvements to the property; and

f. change the form of title of an interest in tangible personal property.

3. STOCKS AND BONDS.

a. buy, sell, and exchange stocks and bonds;

b. establish, continue, modify, or terminate an account with respect to stocks and bonds;

c. pledge stocks and bonds as security to borrow, pay, renew, or extend the time of payment of a debt of mine;

d. receive certificates and other evidences of ownership with respect to stocks and bonds; and

e. exercise voting rights with respect to stocks and bonds in person or by proxy, enter into voting trusts, and consent to limitations on the right to vote.

4. COMMODITIES AND OPTIONS.

a. buy, sell, exchange, assign, settle, and exercise commodity futures contracts and call or put options on stocks or stock indexes traded on a regulated option exchange; and

b. establish, continue, modify, and terminate option accounts.

5. BANKS AND OTHER FINANCIAL INSTITUTIONS.

a. continue, modify, and terminate an account or other banking arrangement made by me or on my behalf;

b. establish, modify, and terminate an account or other banking arrangement with a bank, trust company, savings and loan association, credit union, thrift company, brokerage firm, or other financial institution selected by the Agent;

c. contract for services available from a financial institution, including renting a safe deposit box or space in a vault;

d. withdraw, by check, order, electronic funds transfer, or otherwise, money or property of mine deposited with or left in the custody of a financial institution;

e. receive statements of account, vouchers, notices, and similar documents from a financial institution and act with respect to them;

f. enter a safe deposit box and withdraw or add to the contents;

g. borrow money and pledge as security personal property of mine necessary to borrow money or pay, renew, or extend the time of payment of a debt of mine or a debt guaranteed by me;

h. make, assign, draw, endorse, discount, guarantee, and negotiate promissory notes, checks, drafts, and other negotiable or nonnegotiable paper of mine or payable to me or my order, transfer money, receive the cash or other proceeds of those transactions, and accept a draft drawn by a person upon me and pay it when due;

i. receive for me and act upon a sight draft, warehouse receipt, or other document of title whether tangible or electronic, or other negotiable or nonnegotiable instrument;

j. apply for, receive, and use letters of credit, credit and debit cards, electronic transaction authorizations, and traveler's checks from a financial institution and give an indemnity or other agreement in connection with letters of credit; and

k. consent to an extension of the time of payment with respect to commercial paper or a financial transaction with a financial institution.

6. CREDIT TRANSACTIONS GENERALLY. I authorize the Agent to:

a. make loans, secured or unsecured, at any interest rate, to any person, without responsibility or liability for any loss resulting from any such loan; and

b. borrow money for such time and upon such terms as the Agent sees fit, without security or on mortgage of any real estate or upon pledge of any personal property held hereunder, and to execute mortgages or collateral agreements therefor as necessary.

7. OPERATION OF ENTITY OR BUSINESS. Subject to the terms of a document or an agreement governing an entity or an entity ownership interest, with respect to operation of an entity or business, I authorize the Agent to:

a. operate, buy, sell, enlarge, reduce, or terminate an ownership interest;

b. perform a duty or discharge a liability and exercise in person or by proxy a right, power, privilege, or option that I have, may have, or claim to have;

c. enforce the terms of an ownership agreement;

d. initiate, participate in, submit to alternative dispute resolution, settle, oppose, or propose or accept a compromise with respect to litigation to which I am a party because of an ownership interest;

e. exercise in person or by proxy, or enforce by litigation or otherwise, a right, power, privilege, or option I have or claim to have as the holder of stocks and bonds;

f. initiate, participate in, submit to alternative dispute resolution, settle, oppose, or propose or accept a compromise with respect to litigation to which I am a party concerning stocks and bonds;

g. with respect to an entity or business owned solely by me:

(1) continue, modify, renegotiate, extend, and terminate a contract made by me or on my behalf with respect to the entity or business before execution of the power of attorney;

(2) determine:

(a) the location of its operation;

(b) the nature and extent of its business;

(c) the methods of manufacturing, selling, merchandising, financing, accounting, and advertising employed in its operation;

(d) the amount and types of insurance carried; and

(e) the mode of engaging, compensating, and dealing with its employees and accountants, attorneys, or other advisors;

(3) change the name or form of organization under which the entity or business is operated and enter into an ownership agreement with other persons to take over all or part of the operation of the entity or business; and

(4) demand and receive money due or claimed by me or on my behalf in the operation of the entity or business and control and disburse the money in the operation of the entity or business;

h. add capital to an entity or business in which I have an interest;

i. join in a plan of reorganization, consolidation, conversion, domestication, or merger of the entity or business;

j. sell or liquidate all or part of an entity or business;

k. establish the value of an entity or business under a buy-out agreement to which I am a party;

l. prepare, sign, file, and deliver reports and other information, returns, or other papers with respect to an entity or business and make related payments;

m. pay, compromise, or contest taxes, assessments, liens, or penalties and perform any other act to protect me from illegal or unnecessary taxation, assessments, fines, or penalties, with respect to an entity or business, including attempts to recover, in any manner permitted by law, money paid before or after the execution of the power of attorney; and

n. to form or cause to be formed, or join with any other person or persons in forming or causing to be formed, or organize, any corporation, general partnership, limited partnership, registered limited liability partnership, or limited liability company, in any manner, on any terms and conditions and for any capitalization, duration or purpose authorized by the laws applicable thereto; to execute, as one of the incorporators, partners, members, or organizers, any and all documents and other papers which my Agent may deem necessary or desirable to effect the incorporation, formation or organization, or in connection therewith; to exchange cash or property of any amount or value belonging to me for any class or amount of stock or other evidence of ownership or membership in the corporation, general partnership, limited partnership, registered limited liability partnership, or limited liability company, or for any evidences of indebtedness of the corporation, general partnership, limited partnership, registered limited liability partnership, or limited liability company; and to enter into binding contracts and agreements relating to any such corporation, general partnership, limited partnership, registered limited liability partnership, or limited liability company, including, but not limited to shareholder agreements, partnership agreements and operating agreements.

8. INSURANCE AND ANNUITIES.

- a. continue, pay the premium or make a contribution on, modify, exchange, rescind, release, or terminate a contract procured by me or on my behalf which insures or provides an annuity to me or another person, regardless of whether I am beneficiary;
- b. add contracts of insurance and annuities for me and select the amount, type of insurance or annuity, and mode of payment;
- c. pay the premium or make a contribution on, modify, exchange, rescind, release, or terminate a contract of insurance or annuity procured by the Agent;
- d. apply for and receive a loan secured by insurance or annuity;
- e. surrender and receive the cash surrender value;
- f. exercise an election;
- g. exercise investment powers available under a contract;
- h. change the manner of paying premiums;
- i. change or convert the type of insurance or annuity;
- j. apply for and procure a benefit or assistance under a statute or regulation to guarantee or pay premiums of a contract of insurance on my life;

- k. collect, sell, assign, or pledge my interest in a contract;
- l. select the form and timing of the payment of proceeds; and
- m. pay, from proceeds or otherwise, compromise or contest, and apply for refunds in connection with, an assessment levied by a taxing authority with respect to insurance or an annuity or its proceeds or liability accruing because of the assessment.

9. ESTATES, TRUSTS, AND OTHER BENEFICIAL INTERESTS.

a. In this section, "estates, trusts, and other beneficial interests" means a trust, probate estate, guardianship, conservatorship, escrow, or custodianship or a fund from which I am, may become, or claim to be, entitled to a share or payment.

b. With respect to estates, trusts, and other beneficial interests, I authorize the Agent to:

(1) accept, receive, receipt for, sell, assign, pledge, or exchange a share in or payment from an estate, trust, or other beneficial interest;

(2) demand or obtain money or another thing of value to which I am, may become, or claim to be, entitled by reason of an estate, trust, or other beneficial interest, by litigation or otherwise;

(3) initiate, participate in, submit to alternative dispute resolution, settle, oppose, or propose or accept a compromise with respect to litigation to ascertain the meaning, validity, or effect of a deed, will, declaration of trust, or other instrument or transaction affecting my interest;

(4) initiate, participate in, submit to alternative dispute resolution, settle, oppose, or propose or accept a compromise with respect to litigation to remove, substitute, or surcharge a fiduciary;

(5) use anything received for an authorized purpose; and

(6) reject, renounce, disclaim, release, or consent to a reduction in or modification of a share in or payment from an estate, trust, or other beneficial interest.

10. CLAIMS AND LITIGATION.

a. assert and maintain before a court or administrative agency a claim, claim for relief, cause of action, counterclaim, offset, recoupment, or defense,

including an action to recover property or other thing of value, recover damages sustained by me, eliminate or modify tax liability, or seek an injunction, specific performance, or other relief;

b. bring an action to determine adverse claims or intervene or otherwise participate in litigation;

c. seek an attachment, garnishment, order of arrest, or other preliminary, provisional, or intermediate relief and use an available procedure to effect or satisfy a judgment, order, or decree;

d. make or accept a tender, offer of judgment, or admission of facts, submit a controversy on an agreed statement of facts, consent to examination, and bind me in litigation;

e. submit to alternative dispute resolution, settle, and propose or accept a compromise;

f. waive the issuance and service of process upon me, accept service of process, appear for me, designate persons upon which process directed to me may be served, execute and file or deliver stipulations on my behalf, verify pleadings, seek appellate review, procure and give surety and indemnity bonds, contract and pay for the preparation and printing of records and briefs, receive, execute, and file or deliver a consent, waiver, release, confession of judgment, satisfaction of judgment, notice, agreement, or other instrument in connection with the prosecution, settlement, or defense of a claim or litigation;

g. act for me with respect to bankruptcy or insolvency, whether voluntary or involuntary, concerning me or some other person, or with respect to a reorganization, receivership, or application for the appointment of a receiver or trustee which affects my interest in property or other thing of value;

h. pay a judgment, award, or order against me or a settlement made in connection with a claim or litigation; and

i. receive value in settlement of a claim or litigation.

11. PERSONAL AND FAMILY MAINTENANCE.

With respect to personal and family maintenance, I authorize the Agent to perform the acts necessary to maintain my customary standard of living: and act as my personal representative pursuant to the Health Insurance Portability and Accountability Act, Sections 1171 through 1179 of the Social Security Act, 42 U.S.C. Section 1320d, as amended, and applicable regulations, in making decisions related to payment for the

provision of health care consented to by me or anyone authorized under the law of this state to consent to health care on my behalf.

12. BENEFITS FROM GOVERNMENTAL PROGRAMS OR CIVIL OR MILITARY SERVICE.

a. In this section, "benefits from governmental programs or civil or military service" means any benefit, program or assistance provided under a statute or regulation including but not limited to Social Security, Medicare, and Medicaid.

b. with respect to benefits from governmental programs or civil or military service, I authorize the Agent to:

(1) execute vouchers in my name for allowances and reimbursements payable by the United States or a foreign government or by a state or subdivision of a state to me;

(2) take possession and order the shipment of property of mine from a post, depot, dock, or other place of safekeeping, and execute and deliver a release, voucher, receipt, shipping ticket, certificate, or other instrument for that purpose;

(3) enroll in, apply for, select, reject, change, amend, or discontinue, on my behalf, a benefit or program;

(4) prepare, file, and maintain a claim of me for a benefit or assistance, financial or otherwise, to which I may be entitled under a statute or regulation;

(5) initiate, participate in, submit to alternative dispute resolution, settle, oppose, or propose or accept a compromise with respect to litigation concerning any benefit I may be entitled to receive under a statute or regulation; and

(6) receive the financial proceeds of a claim and use it for a lawful purpose.

13. RETIREMENT PLANS.

a. In this section, "retirement plan" means a plan or account created by an employer, me, or another individual to provide retirement benefits or deferred compensation of which I am a participant, beneficiary, or owner, including a plan or account under the following sections of the Internal Revenue Code:

(1) an individual retirement account under Internal Revenue Code Section 408, 26 U.S.C. Section 408, as amended;

(2) a Roth individual retirement account under Internal Revenue Code Section 408A, 26 U.S.C. Section 408A, as amended;

(3) a deemed individual retirement account under Internal Revenue Code Section 408(q), 26 U.S.C. Section 408(q), as amended;

(4) an annuity or mutual fund custodial account under Internal Revenue Code Section 403(b), 26 U.S.C. Section 403(b), as amended;

(5) a pension, profit-sharing, stock bonus, or other retirement plan qualified under Internal Revenue Code Section 401(a), 26 U.S.C. Section 401(a), as amended;

(6) a plan under Internal Revenue Code Section 457(b), 26 U.S.C. Section 457(b), as amended; and

(7) a non-qualified deferred compensation plan under Internal Revenue Code Section 409A, 26 U.S.C. Section 409A, as amended.

b. With respect to retirement plans, I authorize the Agent to:

(1) select the form and timing of payments under a retirement plan and withdraw benefits from a plan;

(2) make a rollover, including a direct trustee-to-trustee rollover, of benefits from one retirement plan to another;

(3) establish a retirement plan in my name;

(4) make contributions to a retirement plan;

(5) exercise investment powers available under a plan; and

(6) borrow from, sell assets to, or purchase assets from a retirement plan.

14. TAXES. With respect to taxes, I authorize the Agent to:

a. prepare, sign, and file federal, state, local, and foreign income, gift, payroll, property, Federal Insurance Contributions Act, and other tax returns, claims for refunds, requests for extension of time, petitions regarding tax matters, and any other tax-related documents, including receipts, offers, waivers, consents, including consents and agreements under Internal Revenue Code Section 2032A, 26 U.S.C. Section 2032A, as amended, closing agreements, and any power of attorney required by the

Internal Revenue Service or other taxing authority with respect to a tax year upon which the statute of limitations has not run and the following 25 tax years;

b. pay taxes due, collect refunds, post bonds, receive confidential information, and contest deficiencies determined by the Internal Revenue Service or other taxing authority;

c. exercise any election available to me under federal, state, local, or foreign tax law; and

d. act for me in all tax matters for all periods before the Internal Revenue Service, or other taxing authority.

15. DIGITAL ASSETS. With respect to digital assets, I authorize the Agent to take any action with respect to my digital assets as the Agent deems necessary or appropriate, including, but not limited to, exercising control over, exercising any right with respect to, and changing a governing instrument affecting such digital assets. The Agent may engage experts or consultants, and may delegate authority to such experts or consultants, as necessary or appropriate to effectuate such actions with respect to my digital assets, including, but not limited to, as may be necessary or appropriate to decrypt electronically stored information, or to bypass, reset or recover any password or other kind of authentication or authorization. For purposes of this instrument, "digital assets" shall include files stored on my digital devices, including but not limited to, desktops, laptops, tablets, peripherals, storage devices, mobile telephones, smart phones, and any similar digital device which currently exists or may exist as technology develops or such comparable items as technology develops. The term "digital assets" also includes but is not limited to emails received, email accounts, digital music, digital photographs, digital videos, software licenses, social network accounts, file sharing accounts, financial accounts, domain registrations, DNS service accounts, web hosting accounts, tax preparation service accounts, online stores, affiliate programs, other online accounts and similar digital items which currently exist or may exist as technology develops or such comparable items as technology develops, regardless of the ownership of the physical device upon which the digital item is stored.

16. GIFTS. My Agent, in my Agent's sole and absolute judgment and discretion and without liability, is empowered to carry out any plan of family and charitable gifts which had theretofore apparently been established or clearly contemplated by me or in order to effectuate tax planning, whether federal, state or local, as determined in the sole discretion of my Agent to be in my estate's best interests, notwithstanding that those incidentally or fully benefit my Agent, by making gifts of any of my property, whether real or personal, to or for the benefit of my descendants and any charitable organization, including my Agent who is acting under this power of attorney, provided, however, that the aggregate amount of gifts during any calendar year to any child of mine and that child's descendants shall not exceed the aggregate amount of gifts to any other child of mine and

that child's descendants. The only time that the total fair market value of any property given to or for the benefit of an individual pursuant to this power of attorney may exceed amounts that constitute a taxable gift exclusion for purposes of the federal gift tax laws as then in effect (currently \$14,000 per recipient per year) are those times when an individual, such as my son Richard who has no children, should receive an amount equal to the aggregate amount of gifts made to my daughters and their descendants (my daughters each have two children).

17. ADDITIONAL AUTHORITY. In addition to the foregoing, I expressly grant to my Agent specific authority to transfer any of my property to any trust of which I am the primary beneficiary during my lifetime and under the terms of which I expressly have the power to amend or revoke such trust, and to exercise any right of withdrawal I may have pursuant to the terms of such trust, regardless of whether such trust was created before or after the execution of this power of attorney; and to create and execute on my behalf trusts for my sole benefit during my life which are payable at my death to the Personal Representative of my estate; and to give my consent as a settlor or beneficiary to the modification or termination of an irrevocable noncharitable trust; to delegate authority granted under this power of attorney; and to exercise fiduciary powers that the principal has authority to delegate.

B. CONSTRUCTION OF AUTHORITY GENERALLY. With respect to all of the powers and authority granted in this power of attorney with reference to specific subjects heretofore referenced, I authorize my Agent, with respect to that subject, to:

1. demand, receive, and obtain by litigation or otherwise, money or another thing of value to which I am, may become, or claim to be entitled, and conserve, invest, disburse, or use anything so received or obtained for the purposes intended;
2. contract in any manner with any person, on terms agreeable to the Agent, to accomplish a purpose of a transaction and perform, rescind, cancel, terminate, reform, restate, release, or modify the contract or another contract made by me or on my behalf;
3. execute, acknowledge, seal, deliver, file, or record any instrument or communication the Agent considers desirable to accomplish a purpose of a transaction, including creating at any time a schedule listing some or all of my property and attaching it to this power of attorney;
4. initiate, participate in, submit to alternative dispute resolution, settle, oppose, or propose or accept a compromise with respect to a claim existing in my favor of or against me, or intervene in litigation relating to the claim;
5. seek on my behalf the assistance of a court or other governmental agency to carry out an act authorized in this power of attorney;

6. engage, compensate, and discharge an attorney, accountant, discretionary investment manager, expert witness, or other advisor;

7. prepare, execute, and file a record, report, or other document to safeguard or promote my interest under a statute or regulation;

8. communicate with any representative or employee of a government or governmental subdivision, agency, or instrumentality, on my behalf;

9. access communications intended for me, and communicate on my behalf, whether by mail, electronic transmission, telephone, or other means;

10. do any lawful act with respect to the subject; and

11. to request, receive and review any information, verbal or written, regarding my financial affairs or my physical or mental health, including medical and hospital records, to execute any releases or other documents that may be required in order to obtain such information, and to disclose such information to such persons, organizations, firms or corporations as my Agent shall deem appropriate.

C. AGENT'S ACCEPTANCE. A person designated herein shall accept appointment as Agent hereunder by exercising authority or performing duties as my Agent or by any other assertion or conduct indicating acceptance.

D. DETERMINATION OF INCAPACITY OF AGENT. For purposes of this instrument, an individual acting as my Agent shall be considered conclusively presumed to be physically or mentally incompetent only if so declared by a court of competent jurisdiction, or is so certified in writing by two (2) physicians who are familiar with said individual and who are duly licensed to practice medicine in any state in the United States or in any other country, stating that at such time said individual has become physically incapacitated or feeble minded, or so mentally or physically defective by reason of age, sickness, use of drugs, the excessive use of alcohol, or for other causes that said individual is unable to perform the duties as Agent, and, in consequence thereof, is subject to removal as my Agent pursuant to the terms of this instrument. Copies of the written statements from such physicians relating to said individual's physical or mental condition at such time, as hereinabove set forth, shall be addressed and delivered to the said declared disabled individual or said individual's guardian or conservator, if applicable, advising said declared disabled individual of such finding, the said individual declared disabled shall thereupon be removed. The originals of said written statements of the two (2) aforesaid physicians shall be maintained with my records and the records of this instrument.

E. EFFECTIVENESS. This instrument is to be construed and interpreted as a general durable power of attorney effective as of the date of the execution of this instrument and shall not be affected by my disability, incompetency or incapacity.

F. EXONERATION OF AGENT. I hereby bind myself to indemnify my Agent and any successor who shall so act against any and all claims, demands, losses, damages, actions and causes of action, including expenses, costs and reasonable attorneys' fees which my Agent at any time may sustain or incur in connection with carrying out the authority granted to my Agent in this power of attorney, and my Agent shall be entitled to handle my financial affairs in the same manner I handled my financial affairs prior to my Agent assuming responsibility for my financial affairs (i.e., without imposing any trustee-type "prudent investor" standard on my Agent handling my financial affairs). Provided, however, that my Agent shall not be relieved of liability for breach of duty committed dishonestly, with an improper motive, or with reckless indifference to the purposes of the power of attorney or my best interests.

G. NOMINATION OF GUARDIAN OR CONSERVATOR. If court proceedings are hereafter commenced by my Agent or any other person to appoint a guardian, conservator or other fiduciary to take charge of my personal care, or manage and conserve any part or all of my property, then I nominate and appoint my whichever of my children is most able and willing to serve as my guardian, conservator, or other fiduciary, and direct that such Agent shall serve without bond. I appoint my other children as successor guardian, conservator or other fiduciary and direct that such child serve without bond.

H. REVOCATION/AMENDMENT. This General Durable Power of Attorney may be voluntarily revoked by me by written instrument delivered to my Agent. My conservator or other fiduciary charged with the management of my property may also revoke or amend this instrument by written instrument delivered to my Agent. Any affidavit executed by my Agent stating that he or she does not have, at the time of doing any act pursuant to this power of attorney, actual knowledge of the revocation, amendment or termination of this power of attorney, is, in the absence of fraud, conclusive proof of the nonrevocation or nontermination of the power at that time.

I. DEATH. My death shall not revoke or terminate this agency as to my Agent or any other person who, without actual knowledge of my death, acts in good faith under this power of attorney. Any action so taken, unless otherwise invalid or unenforceable, shall be binding upon me and my heirs, devisees, and personal representatives.

J. AWARENESS OF CONTENTS. I acknowledge that I have read carefully the provisions of this power of attorney. I understand that (a) this power of attorney authorizes my Agent to exercise all powers with respect to my real and personal property which I might personally exercise, (b) anything my Agent may do in exercise of these powers is fully binding upon me, and (c) these powers are not terminated by my being declared legally incapacitated.

K. SEVERABILITY. If any power or authorization granted under this power of attorney be determined to be invalid or ineffective, that invalidity or ineffectiveness shall not

affect in any way the validity or authority given under any of the other powers, or authorization granted under this power of attorney.

IN WITNESS WHEREOF, I have executed this General Durable Power of Attorney and I have directed that photographic copies of this power be made, which shall have the same force and effect as an original. This General Durable Power of Attorney shall not be affected by any lapse of time.

DATED on 3/20/2017, 2017.

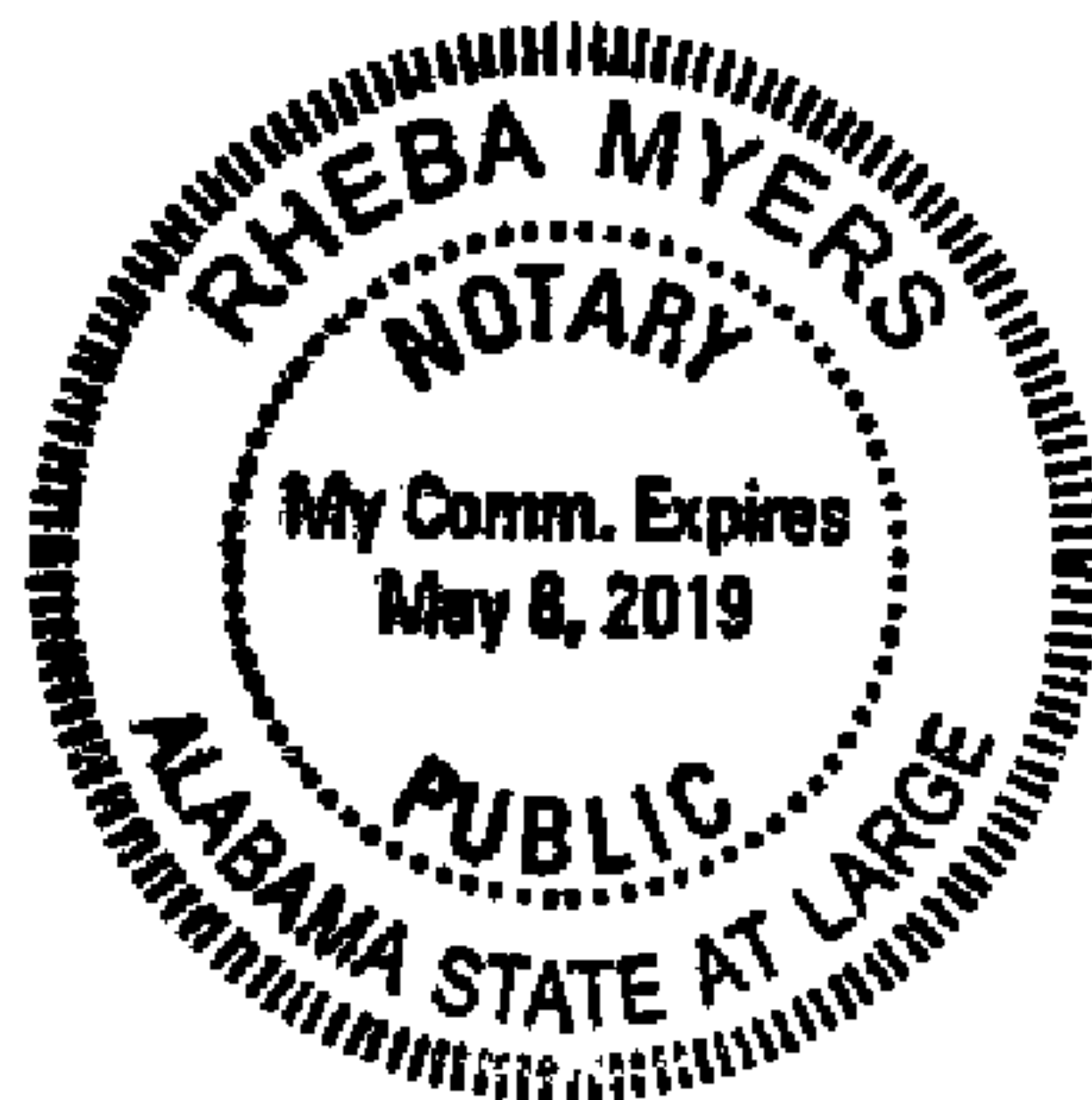
Joan Ellicott Crooks
JOAN ELLICOTT CROOKS
Principal

Judy B. Shepura
Witness
Quack L. L. L.
Witness

I, the undersigned, a Notary Public in and for the State of Alabama at Large, hereby certify that JOAN ELLICOTT CROOKS, 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, JOAN ELLICOTT CROOKS executed the same voluntarily on the day the same bears date.

Given under my hand and official seal on March 20, 2017.

(SEAL)



Rheba Myers
Notary Public
My Commission Expires MAY 8, 2019

This Instrument Prepared by:
Judy B. Shepura, Esq.
Dominick Feld Hyde, P.C.
1130 22nd Street South
Ridge Park, Suite 4000
Birmingham, Alabama 35205
(205) 536-8888



Filed and Recorded
Official Public Records
Judge of Probate, Shelby County Alabama, County
Clerk
Shelby County, AL
07/23/2024 10:45:02 AM
\$68.00 BRITTANI
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Allie S. Bayl