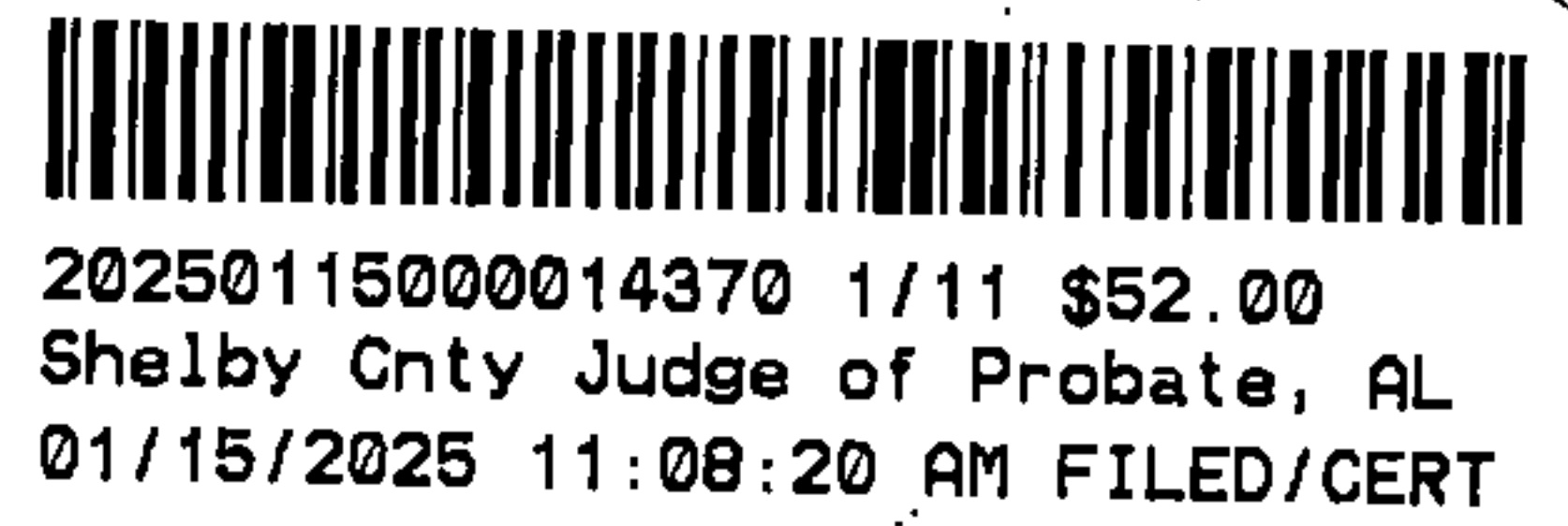


DURABLE POWER OF ATTORNEY

STATE OF ALABAMA
COUNTY OF SHELBY



I. APPOINTMENT OF AGENT

KNOW ALL MEN BY THESE PRESENTS, that I, MARY W. RIGGINS, Principal, residing in Shelby County, State of Alabama, do hereby revoke any prior Power of Attorney executed by me and do constitute and appoint my children, BRENDA W. SHIRLEY, of Lake View, Alabama, and JAMES GLENN WILLIAMS, of Northport, Alabama, with joint and consensual action specifically not required for all matters, so that either one of them may act independently as my Agent without the joint action or consent of my other Agent being required, (hereinafter collectively called my "Co-Agents"), my true and lawful attorney for me and in my name, place, and stead, giving and granting to them, as my Agents shall deem advisable, the full, complete, and unlimited right, power, and authority to do, execute, and perform any act, deed, matter, or thing whatsoever that my Agents, in my Agents' discretion, determine ought to be done, executed, or performed, of every nature and kind whatsoever, as fully and effectively as I could do if personally present and capacitated. In the event either one of them does not serve, then I appoint the other one of them as my sole Agent. Without in any way limiting the generality of the foregoing, I grant the following specific powers to my Agent:

II. RIGHTS AND DUTIES

(1) My Agent shall be entitled to a reasonable commission as compensation for services performed and to reimbursements for the expenses my Agent reasonably incurs in the performance of my Agent's duties hereunder.

(2) My Agent shall not be deemed to have a mandatory duty to exercise the powers conferred upon my Agent by virtue of this instrument.

III. ADMINISTRATIVE POWERS

My Agent are hereby empowered:

(1) In buying and selling assets, in lending and borrowing money, and in all other transactions, irrespective of the occupancy by the same person of dual positions, to deal with my Agent in my Agent's separate or any fiduciary capacity;

(2) To engage and dismiss, in my Agent's discretion, agents, counselors, attorneys, accountants, and employees;

(3) To prepare, execute, and file income, ad valorem, gift, estate, excise, and other tax returns and other reports, declarations, applications, requests, and documents on my behalf; to inspect or receive copies of same; and to execute any forms required by the Internal Revenue Service or any other governmental agency from time to time, including, but not limited to, Forms 2848 and the equivalent;

(4) To obtain insurance of any kind, nature or description whatsoever, including, but not limited to, life insurance and insurance of property in connection with the management, use, or operation of property, or in respect of the rents, issues, and profits arising therefrom; to make, execute, and file proofs of loss sustained or claimable thereunder, all other instruments in and about the same; and to make, execute, and deliver receipts, releases, or other discharges therefor;

(5) To file any proof of claim, or take any other action or undertake any other proceeding under the Bankruptcy Act, or under any law of any state or territory of the United States; to vote in any such proceeding in the election of any trustee or assignee; and to demand, receive, and accept any dividend or distribution that may be payable therein;

(6) To demand, sue for, collect, recover, and receive all goods, claims, debts, monies, interests, and demands whatsoever, now due or that may hereafter be due or belong to me (including the right to institute any action, suit, or legal proceeding for the recovery of any realty, the possession of which I may be entitled); and to make, execute, and deliver receipts, releases, or other discharges therefor;

(7) To sue, defend, settle, adjust, compound, submit to arbitration, and compromise all actions, suits, accounts, reckonings, claims, and demands whatsoever that now are, or hereafter shall be, pending between me and any person, firm, partnership, association, or corporation;

(8) To make execute, endorse, accept, collect, and deliver any bills of exchange, checks, drafts, notes, and trade acceptances;

(9) To receive my mail;

(10) To open and utilize checking and savings accounts and certificates of deposit in my name, to be an authorized signatory thereof, to deal with the same in all respects in my behalf, to withdraw funds therefrom, and to close out same;

(11) To endorse checks, with or without restriction, in my name and on my behalf; and to cancel or continue credit cards or charge accounts;

(12) To pay all sums of money that may hereafter be owing by me upon any debt, bill

of exchange, check, draft, note or trade acceptance made, executed, endorsed, accepted, and delivered by me or for me by my Agent;

(13) To exercise any general or special power of appointment exercisable by me, directly for my benefit or for the benefit of my family;

(14) To make advancements to any taker (other than my Agent or any person dependent thereon for support) under the provisions of my last will and testament;

(15) To disclaim interests in property pursuant to the Alabama Uniform Disclaimer of Property Interests Act, as the same may be amended;

(16) To have access to, to remove property from, and to add property to any safe deposit box in my name or in my name jointly with another, and to acquire such in my Agent's discretion;

(17) To constitute and appoint, in my Agent's place and stead, and as my Agent's substitute, one or more Agent, for me, with full power of revocation;

(18) To conduct my personal relationships and affairs;

(19) To determine my place of residence from time to time; to pay my ordinary household expenses;

(20) To borrow money at interest rates then prevailing from any individual, bank or other source, and to mortgage or pledge any property to any lender, including my Agent individually;

(21) To retain, continue, operate, manage, organize, acquire, invest in, terminate, or 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 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 Agent considers advisable;

(22) To undertake the performance of any and all acts, including the sale of any property or the borrowing of any funds, which my Agent consider necessary or appropriate in order to purchase United States Treasury Bonds redeemable at par in payment of federal estate taxes; provided, however, that nothing contained herein shall be construed as requiring my Agent to acquire any such bond;

(23) To transfer, assign, and convey any property or interest in property which I may own from time to time to any trust of which I am a beneficiary, whether such trust was created before or after the execution of this power of attorney; and

(24) To pay my pledges to and make such gifts as I have regularly made to charitable organizations described in §170(c) of the Internal Revenue Code of 1986, as from time to time amended or as later recodified; and to continue any gift-giving program I have either established or clearly contemplated, whether before or after the execution of this power of attorney, either outright or in trust, including gifts which require a "split gift" election, to my lineal descendants including my Agent or any person dependent thereon for support; and

(25) To make gifts of my real or personal property or my interest in such property (including, but not limited to, outright gifts, gifts in trust, gifts to a Qualified State Tuition Payment plan as described in Section 529 of the Internal Revenue Code of 1986, as from time to time amended, or gifts to a custodian under a uniform gifts or transfers to minors act) to such persons (including my attorney) or institutions, in such amounts or proportions, as my attorney, in his, her, or its sole discretion and judgment, may deem appropriate for tax or other reasons; provided, however, the total value of the gifts to any one donee in any calendar year shall not exceed (i) the amount specified for the federal gift tax annual exclusion (including such additional amount of any gift tax annual exclusion attributable to the consent of my spouse under Section 2513 of the Internal Revenue Code of 1986, as from time to time amended), or (ii) the amount excluded from the gift tax under the provisions of Section 2503(e) of the Internal Revenue Code of 1986, as from time to time amended, relating to the payment of educational and medical expenses, or (iii) the amount deductible from my gifts under the provisions of Section 2523 of the Internal Revenue Code of 1986, as from time to time amended, relating to gifts to my spouse, it being my intention that no Federal gift tax shall be incurred on gifts made by my attorney; and provided further, if a gift is made to an individual among my issue by my attorney, the attorney shall make gifts of substantially the same amount to all other of my issue in the same generation; and

(26) To add any property whatsoever belonging to me to any trust established by me, to be held and managed as though an original part of such trust; to withdraw and/or receive income or principal from any trust regarding which I have a right of withdrawal or receipt; to request and to receive the income or principal of any trust as to which the trustee has discretionary authority to make distributions to me or on my behalf, and to execute any release or receipt that may be required by such trustee from me. (This power shall not be construed to grant to my attorney the power to revoke or amend any trust created by me nor the power to create and fund a trust for me.); and

(27) To waive on my behalf any attorney-client or physician-patient privilege or duty of confidentiality in those circumstances where my attorney shall deem such waiver appropriate; and

(28) To be considered a personal representative under privacy regulations related to Protected Health Information (PHI) and for my Agent to be entitled to all health information in the same manner as if I personally were making the request. This power of attorney authorizes my Agent to make various property-related decisions on my behalf, some of which relate to my health care. Accordingly, I confirm that, in connection herewith, my Agent shall be treated as my personal representative for all purposes as provided by Regulation Section 164.502(g) of Title 45 of the Code of Federal Regulations and the medical information privacy law and regulations generally referred to as "HIPPA"; and

(29) To seek appropriate court orders, injunctions and judgments which may be deemed necessary if a third party refuses to comply with actions which my agent desires to take. My Agent may, in such court proceedings, seek injunctive relief, reimbursement of court costs and attorneys fees, and actual and punitive damages on my behalf; and

(30) If any decision affecting my property or financial affairs, including a decision as to the disbursement of monies belonging to me, which is made by my Health Care Agent appointed pursuant to a Health Care Power of Attorney meeting the requirements of the *Code of Alabama* shall be superior to and binding upon my Agent acting under this Power of Attorney, and my Agent acting under this Power of Attorney shall not be required to inquire into whether any such decision is necessary to exercise powers relating to health care, or whether costs incurred by the Health Care Agent are reasonable, and shall not be liable to me, my estate, my heirs, successors, assigns and personal representatives for any acts or omissions arising from any such decision.

IV. POWERS WITH RESPECT TO REALTY

My Agent are hereby empowered:

(1) To enter upon and take possession of all realty that may belong to me, or to the possession of which I may be entitled;

(2) To operate farms and woodlands with hired labor, tenants, or sharecroppers; to acquire realty, crop allotments, livestock, poultry, machinery, equipment, materials, and any other items of production in connection therewith; to clear, drain, ditch, make roads, fence, and plant part or all of such realty; to employ or enter into any practices or programs to conserve, improve, or regulate the efficiency, fertility, and production thereof; to improve, sell auction, or exchange crops, timber, or other products thereof; to lease or enter into other management, cutting, production, or sales contracts for a term beyond the possible termination of the power created hereunder or for a lesser period; to employ the methods of carrying on agriculture, animal husbandry, and silviculture which are in use in the vicinity



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of any of such realty or which my Agent deem otherwise appropriate; to make loans or advances at interest, for production, harvesting, marketing, or any other purpose hereunder, in such manner and upon such terms and conditions as they may approve; and in general to take any action which my Agent deem necessary or desirable in such operations of farms and woodlands;

(3) To drill, explore, test, mine, or otherwise exploit, gas, or other mineral or natural resources; to engage in absorption, repressuring, and other production, processing, or secondary recovery operations; to install, operate, and maintain storage plants and pipelines or other transportation facilities; to engage in any of the above activities directly under such business form as my Agent may select or to contract with others for the performance of them; and to enter into and execute oil, gas, and mineral leases, contracts for royalties, oil payments, and other similar instruments, division and transfer orders, grants, farm-outs, pooling or unitization agreements, and such other instruments or agreements in connection therewith as they may deem necessary or desirable;

(4) To make, execute, and deliver any deed, mortgage, or lease, whether with or without covenants and warranties, in respect of any such realty for such terms and upon such conditions and in such manner as my Agent may deem appropriate;

(5) To manage any such realty; and to manage, repair, rebuild, or reconstruct any buildings, houses, or other structures, or any part thereof, that may now or hereafter be erected upon any such realty;

(6) To subdivide, dedicate, grant easements, or impose restrictive covenants and declarations of condominium ownership; to develop or improve, raze, and demolish structures; and to otherwise deal with any such realty;

(7) To ask, collect, and receive any rents, profits, issues, or income of any such realty; and

(8) To pay any taxes, charges, and assessments that may be levied, assessed, or imposed upon any such realty.

V. POWERS WITH RESPECT TO PERSONALTY

My Agent are hereby empowered:

(1) To sell, mortgage, pledge, or hypothecate any shares of stock, bonds, other securities, or other property now or hereafter belonging to me and to receive any consideration therefrom; and to make, execute, and deliver assignments of any such shares of stock, bonds, other securities, or other property for me and in my name, either absolutely or as collateral security;



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(2) To purchase, borrow against, cancel, make elections under, convert, file claims under, and receive benefits under contracts of insurance on me; and to deal with such the same as I am able, including, but not limited to, contracts of health, life, accident, disability, property, automobile, liability, and all other insurance;

(3) To act as my attorney or proxy in respect to any stocks, shares, bonds, other securities, or other investments, rights, or interests I may now or hereafter hold (this authority shall endure without regard to the eleven month limitation on proxies found in §10-2A-53(c), *Code of Alabama* (1975), as amended);

(4) To continue the election by any corporation, the securities of which I may now or hereafter own, to be taxed pursuant to Subchapter S of the Internal Revenue Code of 1986, as from time to time amended or later recodified, and any corresponding state law; and to consent to the making of any such election;

(5) To consent to and participate in any plan for the liquidation, merger, consolidation, combination, reorganization, recapitalization, or change of charter or name of any corporation the securities of which I may now or hereafter own;

(6) To exercise any right with regard to any retirement plan or individual retirement account I may have or entered into by my attorney on my behalf, or with regard to any retirement plan or individual account as to which I am the beneficiary including, but not limited to, the power (i) to create and contribute to an individual retirement account, an employee benefit plan, or other retirement plan; (ii) to change the form of the plan as may be permitted by law such as to convert a traditional IRA into a Roth IRA; (iii) to "roll over" plan benefits; (iv) to receive distributions from such plan, and to endorse and deposit checks from such plans; (v) to borrow money from any such plan; (vi) to select options with respect to any such plan; (vii) to make and/or exercise any and all options or elections I might have with regard to the assets of such account or the form of benefits therefrom, specifically including the right to purchase an immediate annuity with any portion of the assets in the account; and (viii) to make or change the beneficiary designation of any such plan; provided however, that my attorney cannot be designated beneficiary unless my attorney is my spouse or an individual among my issue; and provided further, that my attorney shall have no power to designate my attorney, directly or indirectly, as a beneficiary to receive a share or proportion of such account greater than the share my attorney would have received if such account had been distributed under the interstate laws of the State of Alabama; and

(7) To act in my stead with respect to benefits from military service.



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VI. POWERS WITH RESPECT TO PROPERTY, GENERALLY

My Agent are hereby empowered:

(1) With respect to any such realty and personalty, to sell, exchange, assign, transfer, and convey any property I may now or hereafter own, at public or private sale, at such time and price and upon such terms and conditions, including credit, as my Agent may determine appropriate; and to make, do, and transact all and every kind of business of whatever kind or nature, including the receipt, recovery, collection, payment, compromise, settlement, and adjustment of all accounts, legacies, bequests, interests, dividends, annuities, income, rents, claims, demands, actions, causes of actions, debts, taxes, and obligations which may now or hereafter be due, owing, or payable by or to me; and

(2) To extend, renew, replace, or increase any mortgage or mortgages now or hereafter affecting any such realty or personal property; and to sign, seal, acknowledge, and deliver any bond, or make, sign and deliver any note, any extension, renewal, consolidation, apportionment agreement, guaranty or any other instrument.

VII. EXONERATION

I exonerate my Agent from all liability to any person or organization by reason of the good faith exercise of my Agent's discretion in accordance with the authorizations contained in this instrument.

VIII. EFFECTIVENESS

This power of attorney shall become effective immediately upon my execution hereof.

IX. RATIFICATION

I, MARY W. RIGGINS, ratify and confirm all and whatsoever that my Agent, or my Agent's substitute, shall do or cause to be done by virtue of this power of attorney. I declare that any act or thing lawfully done hereunder by my Agent shall be binding upon me and my heirs, personal representatives, and assigns, whether the same shall have been done before or after my death or other revocation of this instrument, unless and until actual knowledge thereof shall have been received by the person or organization acting in reliance hereon. This power of attorney may be filed for record in any public office. Any person or organization dealing with my Agent shall not be held liable for relying without inquiry upon the certification of my Agent that this power of attorney has not been revoked.



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X. CHARACTERIZATION

I intend this power of attorney to constitute a durable power of attorney under §26-1-2, *Code of Alabama* (1975), as amended, and this power of attorney shall not be affected by my disability, incompetency, or incapacity. All acts done by my Agent, or my Agent's Agent or substitute, shall have the same effect and inure to the benefit of and bind me, my estate, heirs, successors in interest, personal representatives, and assigns the same as I could do when not disabled, incompetent, or incapacitated.

XI. DURABILITY

This power of attorney shall not be revoked or terminated by my death or other revocation as to my Agent, my Agent's agent or substitute, and any other person or organization who, without, actual knowledge of my death, acts in good faith in reliance on this power of attorney; and any such action so taken, where lawful, shall bind my estate, heirs, successors in interest, personal representatives, and assigns the same as if taken by me before my death. No person or organization relying upon this power of attorney in good faith and without actual notice of revocation or termination shall incur any liability to me or to my estate as a result of permitting my Agent, my Agent's agent or substitute, to exercise any power or discretion on my behalf granted herein, nor shall any person or organization dealing with my Agent, my Agent's agent or substitute, be required to see to the application and disposition of any monies, stocks, bonds, securities, realty or other property paid to or delivered to my Agent, my Agent's agent or substitute, pursuant to the provisions hereof.

XII. TERMINATION OF POWER

The power of attorney granted to my Agent hereunder shall terminate and be deemed revoked without further action on my part immediately upon the occurrence of any one of the following events:

(1) The adjudication of my successor Agent as incompetent following the death or adjudication of the Agent first listed above as incompetent;

(2) The death of my successor Agent following the death or adjudication of my Agent first listed above as incompetent;

(3) Written notice from me to my Agent, provided my disability, incompetency, or incapacity shall not have earlier been deemed established upon the certificates to such effect of two licensed physicians, one of whom is my personal physician; provided, however, that for purposes of this Article XII my competency or capacity shall be deemed to be reestablished upon the revocation of such certificates by the issuing physicians, or, in the



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alternative, upon the certification of my competency by two licensed physicians, one of whom is my personal physician; or

(4) My death.

XIII. NOMINATION OF FIDUCIARY

In the event any court or other authority shall undertake to appoint a fiduciary for me or my property, I hereby nominate my Agent, pursuant to §26-1-2, *Code of Alabama* (1975), as amended, to be appointed guardian, curator, custodian, trustee, conservator, receiver, or any other fiduciary for me or my property.

XIV. RULES OF CONSTRUCTION AND DEFINITIONS

(1) SEVERABILITY: If any provision of this power of attorney is held to be inoperative, invalid or illegal, or is not recognized by any person or organization dealing with my Agent, it is my intention that all the remaining provisions hereof, including the remaining powers and authorities granted to my Agent, continue to be fully operative and effective so far as is reasonable.

(2) NUMBER: Where necessary or appropriate to the meaning hereof, the singular and plural shall be interchangeable.

(3) GENDER: Words of any gender shall include all genders.

(4) SITUS: This power of attorney shall be governed by the laws of the State of Alabama.

(5) REPRODUCTIONS: Reproductions of this executed original power of attorney including signatures and the acknowledgment shall be deemed to be original counterparts of this power of attorney.

(6) DEFINITIONS:

(a) "Property" shall include all property, real, personal, and mixed, tangible and intangible, including, but not limited to, money, assets, and any reversionary or remainder interest.

(b) "Realty" shall include lands, tenements, structures, improvements, hereditaments, and rights in the same.

IN WITNESS WHEREOF, I have hereunto set my hand and seal in the State of Alabama, on this 4th day of August, 2017.



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Mary W. Riggins
MARY W. RIGGINS

We, the witnesses, sign our names to this instrument, being first duly sworn, and do hereby declare to the undersigned authority that the person who signed or acknowledged this document is personally known to us to be MARY W. RIGGINS, that she signed or acknowledged this document as her durable power of attorney in our presence on the day and date stated above, that to the best of our knowledge she appears to be of sound mind and under no duress, fraud or undue influence, and that we are not persons appointed as Agent by this document.

Joel F. Dorroh
Signature

Olivia Daidone
Signature

Joel F. Dorroh
Print Name

Olivia Daidone
Print Name

STATE OF ALABAMA
COUNTY OF TUSCALOOSA

Subscribed, sworn to and acknowledged before me by MARY W. RIGGINS, the Principal, and subscribed and sworn to before me by the above witnesses on this 4th day of August, 2017.

Melinda J. Phillips

NOTARY PUBLIC

My Commission Expires: 8-8-18

THIS INSTRUMENT WAS PREPARED BY:

Joel F. Dorroh
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