

Alabama Limited Power of Attorney Form

I. IMPORTANT INFORMATION

A. This power of attorney authorizes another person (your agent) to make decisions concerning your property for you (the principal) as limited herein. Your agent will be able to make decisions and act with respect to your property whether or not you are able to act for yourself. The meaning of authority over subjects listed on this form is explained in the Alabama Uniform Power of Attorney Act, Chapter 1A, Title 26, Code of Alabama 1975, as amended.

B. This power of attorney does not authorize the agent to make health care decisions for you. Such powers are governed by other applicable law.

C. You should select someone you trust to serve as your agent. Unless you specify otherwise, generally the agent's authority will continue until you die or revoke the power of attorney or the agent resigns or is unable to act for you.

D. Your agent is entitled to reimbursement of reasonable expenses and reasonable compensation unless you state otherwise in the Special Instructions.

E. This form provides for designation of one agent. If you wish to name more than one agent you may name a co-agent in the Special Instructions. Co-agents are not required to act together unless you include that requirement in the Special Instructions.

F. If your agent is unable or unwilling to act for you, your power of attorney will end unless you have named a successor agent. You may also name a second successor agent.

G. This power of attorney becomes effective immediately unless you state otherwise in the Special Instructions.

H. If you have questions about the power of attorney or the authority you are granting to your agent, you should seek legal advice before signing this form.

II. DESIGNATION OF AGENT

I, **Jessica Elizabeth Wade**, name the following person as my agent:

Name of Agent: Thomas F. Huey

Agent's Address: 1411 Cross Path Drive
Alabaster, Alabama 35007

Agent's Telephone Number: (205) 616-4990

III. GRANT OF LIMITED AUTHORITY

I grant my agent and any successor agent authority to act for me with respect to the following subjects as defined in the Alabama Uniform Power of Attorney Act, Chapter 1A, Title 26, Code of Alabama 1975, as amended:

Real Property as defined in Section 26-1A-204

Claims and Litigation as defined in Section 26-1A-212

IV. LIMITATIONS ON AGENT'S AUTHORITY

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

Limitation of Power

Except for any special instructions given herein to the agent to make gifts, the following shall apply:

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

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

V. SPECIAL INSTRUCTIONS

You may give special instructions on the following lines. For your protection, if there are no special instructions write NONE in this section.

This power of attorney is limited to possible litigation/settlement concerning the real property (approximately 40 acres) located off Scott Road between Montevallo and Pea Ridge, Alabama, in Sections 5 and 6, Township 22 South, Range 3 West, Shelby County, Alabama. This property adjoins properties owned by Gloria Fochtman. The appointment of the agent is special and limited and in no way affects, supersedes, or otherwise limits any previous appointments of other agents under other powers of attorney I may have executed.

VI. EFFECTIVE DATE

This power of attorney is effective immediately unless I have stated otherwise in the Special Instructions.

VII. RELIANCE ON THIS POWER OF ATTORNEY

Any person, including my agent, may rely upon the validity of this power of attorney or a copy of it unless that person knows it has terminated or is invalid.

VIII. SIGNATURE AND ACKNOWLEDGMENT

Jessica Wade
(Signature of Principal)

Your Signature Date: 6/23/20

Your Name Printed: Jessica Elizabeth Wade

Your Address: 105 Sabra Drive
Odenville, Alabama 35120
(205) 276-5500

State of Alabama)
County of Jefferson)

I, the undersigned, a Notary Public, in and for the County in this State, hereby certify that Jessica Elizabeth Wade, whose name is signed to the foregoing document, and who is known to me, acknowledged before me on this day that, being informed of the contents of the document, she executed the same voluntarily on the day the same bears date.

Given under my hand this the 23rd day of June, 2020.

My commission expires:

September 27, 2020

Notary public

Gena C. Hyatt

This document prepared by
G. Daniel Head
Ellis, Head, Owens, Justice & Arnold
P.O. Box 587
Columbiana, Alabama 35051

IMPORTANT INFORMATION FOR AGENT

Agent's Duties

When you accept the authority granted under this power of attorney, a special legal relationship is created between you and the principal. This relationship imposes upon you legal duties that continue until you resign or the power of attorney is terminated or revoked. You must:

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

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

Unless the Special Instructions in this power of attorney state otherwise, you must also:

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

Termination of Agent's Authority

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

- (1) death of the principal;
- (2) the principal's revocation of the power of attorney or your authority;
- (3) the occurrence of a termination event stated in the power of attorney;
- (4) the purpose of the power of attorney is fully accomplished; or
- (5) if you are married to the principal, a legal action is filed with a court to end your marriage, or for your legal separation, unless the Special Instructions in this power of attorney state that such an action will not terminate your authority.

Liability of Agent

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

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



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