

STATE OF ALABAMA)

COUNTY OF SHELBY)

**DURABLE POWER OF ATTORNEY
OF
GUY WALTER RAY**

Dated: April 23, 2021

I hereby revoke any prior existing powers of attorney.

I. PURPOSE OF THE POWER OF ATTORNEY.

This power of attorney authorizes another person (your "Agent") to make decisions concerning your property for you (the "Principal"). Your Agent will be able to make decisions and act with respect to your property (including your money) 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.

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

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.

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.

This power of attorney becomes effective immediately unless you state otherwise in the SPECIAL INSTRUCTIONS.

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 BY PRINCIPAL

I, **GUY WALTER RAY**, (also sometimes known as Sandra Padgett Ray, Sandra Kay Ray, Kay Padgett Ray, and Sandra P. Ray) name the following person as my Agent:

Name of Agent:	Bradley Nelson Ray
Agent's Address:	2501 Arbor Cove
	Hoover, Alabama 35244
Agent's Telephone Number:	(205) 789-0561

III. DESIGNATION OF SUCCESSOR AGENT(S)

If my agent is unable or unwilling to act for me, I name as my successor agent:

Name of Successor Agent:	Leslie Brian Ray
Successor Agent's Address:	164 Harbor View Blvd.
Successor Agent's Telephone Number:	Dadeville, Alabama 36853 (256) 786-9998

IV. GRANT OF GENERAL AUTHORITY

I grant my Agent and any successor agent general 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:

If you wish to grant general authority over **all** of the subjects enumerated in this section, you may SIGN here:


GUY WALTER RAY (PRINCIPAL)

OR

V. GRANT OF LIMITED AUTHORITY

I hereby grant specific authority over less than all subjects enumerated in this Section by placing my INITIALS by each subject I **want to include** in the agent's authority:

- Real Property as defined in Section 26-1A-204
- Tangible Personal Property as defined in Section 26-1A-205
- Stocks and Bonds as defined in Section 26-1A-206
- Commodities and Options as defined in Section 26-1A-207
- Banks and Other Financial Institutions as defined in Section 26-1A-208
- Operation of Entity or Business as defined in Section 26-1A-209
- Insurance and Annuities as defined in Section 26-1A-210
- Estates, Trusts, and Other Beneficial Interests as defined in Section 26-1A-211
- Claims and Litigation as defined in Section 26-1A-212

_____ Personal and Family Maintenance as defined in Section 26-1A-213

_____ Benefits from Governmental Programs or Civil or Military Service as defined in Section 26-1A-214

_____ Retirement Plans as defined in Section 26-1A-215

_____ Taxes as defined in Section 26-1A-216

_____ Gifts as defined in Section 26-1A-217

_____ **Additional Authority.** I give my agent the following additional powers:

1. **Mail.** To enter any mailbox which I shall have hired, whether at a United States Post Office or elsewhere, and to surrender the box and terminate the lease at his or her discretion; to sign for any certified or registered mail directed to me, and to execute any order required to forward mail to any location selected by my agent;

2. **Qualified Income Trust.** To create, amend, terminate, substitute assets therein and to change trustees in and for any Qualified Income Trust established for my benefit; to irrevocably assign to any Qualified Income Trust created for my benefit any income that shall be paid to me, **all pursuant to 42 U.S.C. §1396p(d)(4)(B); and**

3. **Public Benefits and Alabama Family Trusts.** To create an irrevocable trust for my benefit with the Alabama Family Trust, in whatever form my agent should determine, but in accordance with the rules and regulations of the Alabama Family Trust and to fund such trust with all or part of my estate as my agent shall determine to be in my best interest **in accordance with 42 U.S.C. §1396p(d)(4)(C);** to apply for any public assistance benefits which may be available to me based on my medical and/or financial needs; to appeal any denial of benefits made in my behalf and to request any fair hearings or administrative hearings and present in my behalf any claims and defense which may be necessary to secure said benefits.

4. **Digital Media.** To access, use, and control any and all of my digital devices, including but not limited to, desktops, laptops, peripherals, storage devices, mobile telephones, smart phones, and any similar device which currently exists or exists in the future as technology develops for the purpose of accessing, modifying, deleting, controlling or transferring my digital assets; and the power to access, modify, delete, control, and transfer my digital assets, including, but not limited to, any emails, email accounts, digital music, digital photographs, digital videos, digital games, software licenses, social network accounts, file sharing accounts, financial accounts, domain registrations, web hosting accounts, tax preparation service accounts, on-line stores, affiliate programs, other on line programs, including frequent flyer and other bonus programs, and similar digital items which currently exist or exist in the future a technology develops.

a. To take any action with respect to digital assets and accounts as the agent may deem appropriate, and as shall be permitted under applicable state and federal law; including engaging experts or consultants or any other third party, and to delegate authority to such experts, consultants or third party, as necessary or appropriate to effectuate such actions with respect to the digital assets or accounts, including, but not limited to, such authority 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. If the agent determines that it is necessary or appropriate to engage and delegate authority to an individual pursuant to this paragraph, I consent to the appointment of such individual which shall constitute “lawful consent” to a service provider to divulge the contents of any communication under The Stored Communications Act (18 U.S.C. §2701, *et seq.*) to the extent such lawful consent is required.

b. For purposes of this instrument, “digital assets” shall include files created, generated, sent, communicated, shared, received, or stored on a digital device, regardless of the ownership of the physical device upon which the item was created, etc. A “digital device” is an electronic device that can create, generate, send, share, communicate, receive, store, display, or process information, including, without limitation, desktops, laptops, tablets, peripherals, storage devices, mobile telephones, smart phones, cameras, electronic reading devices and any similar digital device which currently exists or may exist as technology develops or such comparable items as technology develops. A “digital account” means an electronic system for creating, generating, sending, sharing, communicating, receiving, storing, displaying, or processing information which provides access to a digital asset stored on a digital device, regardless of the ownership of such digital device.

c. The agent may employ a custodian, hold property unregistered or in the name of a nominee, and pay reasonable compensation to a custodian.

5. **Visitation by Family.** To allow my family members to visit me, talk with me in person or by telephone or other digital device, and be allowed to listen to discussions by members of the medical staff or caregivers if I am in a facility or at my or someone else’s home where my Agent is living or otherwise has access or control over me.

VI. DENIAL OF SPECIFIC AUTHORITY.

In addition to the authority enumerated above in Section III which consists of the powers set forth in the Alabama Uniform Power of Attorney Act, Chapter 1A, Title 26, Code of Alabama 1975 (“Power of Attorney Act”), this Section addresses powers which are separate from the limited list of powers contained in the Power of Attorney Act. My agent **MAY NOT** do any of the specific acts on my behalf which are listed below in this Section:

1. Create, amend, revoke, or terminate an inter vivos trust, by trust or applicable law;

2. Make a gift which exceeds the monetary limitations of Sections 26-1A-217 of the Alabama Uniform Power of Attorney Act, but subject to any special instructions in this power of attorney;
3. Create or change rights of survivorship;
4. Create or change a beneficiary designation;
5. Authorize another person to exercise the authority granted under this power of attorney;
6. Waive the principal's right to be beneficiary of a joint and survivor annuity, including a survivor benefit under a retirement plan; or
7. Exercise fiduciary powers that the principal has authority to delegate.

VII. GENERAL PROVISIONS.

A. **Third-Party Reliance.** To induce any third party to act hereunder, I hereby agree that any third party receiving a duly executed copy or facsimile of this instrument may act hereunder, and that 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, personal representatives, successors and assigns, hereby agree to indemnify and hold harmless any such third party from and against any and all claims that may arise against such third party by reason of such third party having relied on the provisions of this instrument.

B. Medical Attention and Access to All Records.

1. I specifically authorize my agent to provide medical attention and services for me including choice of a physician; choice of a hospital or nursing home or other facility; the unrestricted power to determine upon the advice of a physician whether I am in need of surgery, and at the sole discretion of my agent to authorize or withhold such surgery; and also, to provide such other care, comfort, maintenance and support as my agent may determine.

2. I have this day executed an Advance Directive for Health Care ("Living Will"). If my Living Will or subsequent Living Wills are in effect at any time, I direct that any Living Will supersede any authority granted to my agent under this instrument concerning the matters addressed in my Living Will.

3. I specifically authorize my agent to request and obtain access to any and all records from whatever source and in whatever form concerning my business, personal matters, health, physical or mental condition, any medications, procedures, surgeries, course of treatment, billing, insurance, and any other information whatsoever regarding any information that may be covered by the Health Insurance Portability and Accountability Act of 1996 (HIPAA), and the regulations thereunder, as the same may be amended from time to time. I further authorize my agent to discuss and negotiate, in person or by telephone, facsimile, electronic mail, letter or any other form of communication on my behalf any issues or other matters

whatsoever arising out of any of the information obtained pursuant to the foregoing sentence.

C. **Limitations.** Any authority granted to my agent in this instrument shall be limited so as to prevent this Power from causing my 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 that term is defined in Section 2041 of the Code.

D. **Power Not Affected by Time or Incapacity.** This Power shall not expire or become stale upon the passage of time but is intended to continue in force until revoked by me. If a guardian or conservator should be appointed with authority to deal with my property, the power granted to my agent in fact under this instrument shall terminate. This Power shall not be affected by subsequent disability, incompetence, or incapacity.

E. **Use of Photographic, E-Mailed or Scanned Copy.** I hereby authorize the use of a photographic or scanned copy or copy sent by electronic mail of this Power, in lieu of the original document executed by me, for the purpose of effectuating the terms and provisions hereof.

F. **Use of Professional Assistance.** I hereby authorize my agent to engage an accountant, CPA, attorney, financial planner or other investment advisor or any other professional deemed advisable or necessary to carry out the agent's responsibilities under this instrument.

G. **Duties of Agent to Principal.** My agent shall owe the following duties to me:

1. Not to act except as authorized;
2. Not to co-mingle my resources with his or her personal resources; and
3. To keep and render an accounting to me or my representatives, such as CPA, investment advisors and attorneys.

H. **Nomination of Successor Agent.** In the event that no agent named hereunder is able to act, I hereby authorize the last current agent to appoint a successor agent for me. Such appointment shall be in writing, dated and executed as provided for my signature in this instrument and delivered to me. The successor agent shall be my "agent" for all purposes set forth in this instrument.

I. **Nomination of Conservator or Guardian.** If it becomes necessary for a court to appoint a conservator or guardian of my estate or guardian of my person, I nominate my then acting agent to serve in both capacities.

J. **Reliance on this Power of Attorney.** Any person, including my agent, may rely upon the validity of this Power or a copy of it unless that person knows it has terminated or is invalid.

K. **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 Authority. Except for any **Special Instructions** given herein to the agent to make gifts, the following shall apply:

1. 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 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.

2. 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 Trustee.

VIII. 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 an 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.

IX. 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.

NONE

SIGNATURE AND ACKNOWLEDGEMENT

April 23, 2021
Date

Guy Walter Ray
GUY WALTER RAY

WITNESSES

Anne Marie Heid

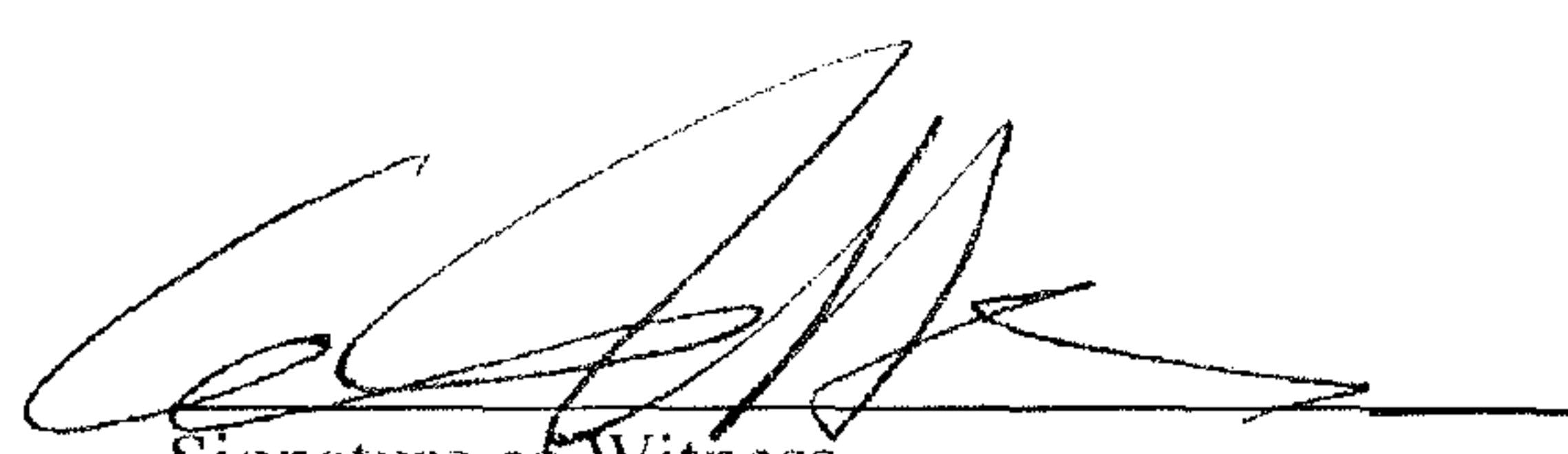
Name of Witness

4-23-2021

Date

Anne Marie Heid

Signature of Witness



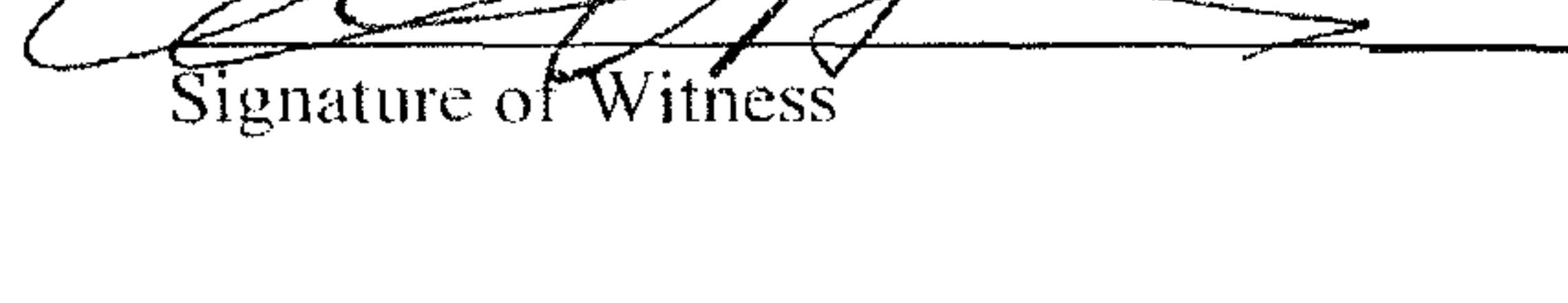
Signature of Witness

Wm. Randall May

Name of Witness

4-23-2021

Date



Signature of Witness

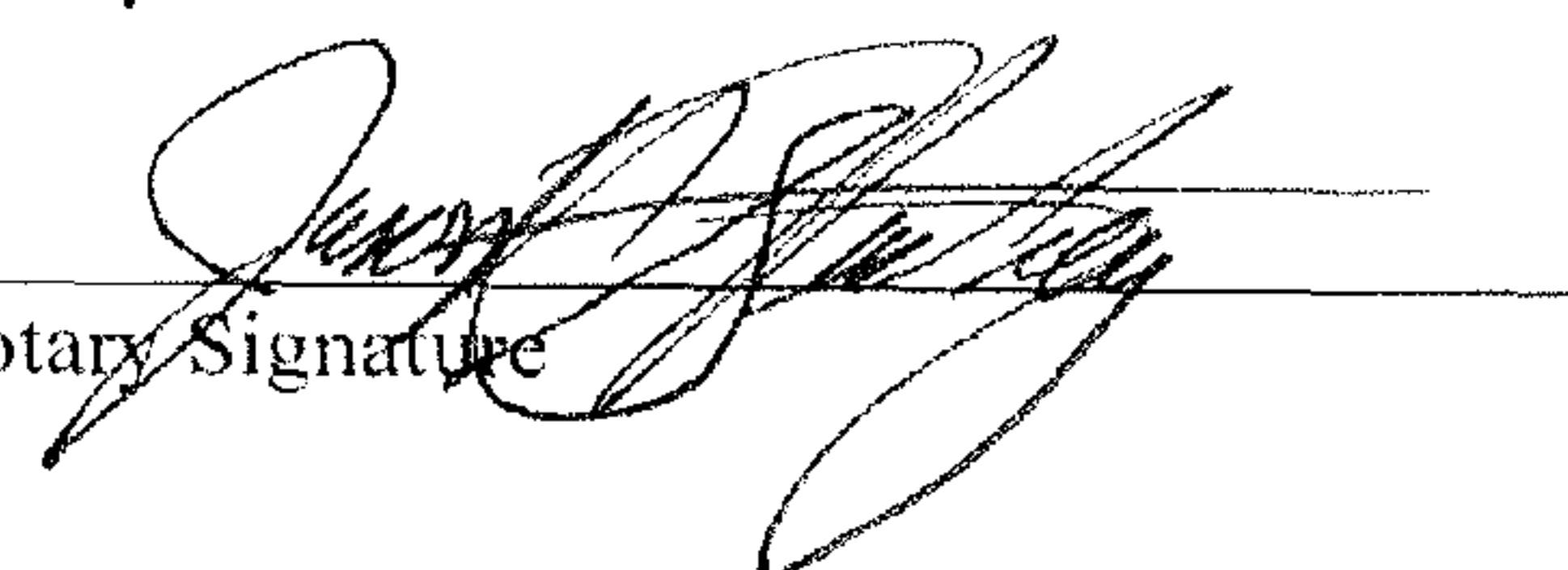
ACKNOWLEDGEMENT

STATE OF ALABAMA)
COUNTY OF SHELBY)

I, Jason A. Stuckey, Notary of Public, in and for the County in this State, hereby certify that **GUY WALTER RAY**, 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, such individual executed the same voluntarily, or had an individual directed by the principal and in his or her conscious presence execute the same voluntarily on behalf of the principal, on the day the same bears date.

Given under my hand this 23rd day of April, 2021.

{SEAL}


Notary Signature

My Commission Expires:

This document was prepared by:
Jason A. Stuckey, Esq.
Fulmer, May & Stuckey, LLC
300 Cahaba Park Circle, Suite 100
Birmingham, Alabama 35242
Telephone: (205) 991-6367
E-mail: stuckey@fmrlawfirm.com

JASON A. STUCKEY
Notary Public, Alabama State At Large
My Commission Expires Jan. 27, 2025

IMPORTANT INFORMATION FOR AGENT

I. AGENT'S DUTIES.

A. When you accept the authority granted under this Power of Attorney ("Power"), 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 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;
 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: "*GUY WALTER RAY, by Bradley Nelson Ray as agent*"; and
 5. Not co-mingle your resources with the principal's personal resources.
- B. Unless the Special Authority in this Power states 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 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 or 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.

II. LIMITATIONS ON AGENT'S AUTHORITY.

A. 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 Authority.

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

1. Any power or authority granted to my agent herein shall be limited so as to prevent this Power from causing any agent to be taxed on my income or from 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.

2. 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 Trustee.

III. LIABILITY OF AGENT.

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

B. If an agent who has “accepted” appointment and has actual knowledge of a breach or imminent breach by another agent, fails to notify the principal, or, if the principal is incapacitated, fails to take action to safeguard the principal’s best interest, the agent is liable for reasonably foreseeable damages that could have been avoided had the agent provided required notification.

C. An agent’s “acceptance” of appointment hereunder occurs upon the exercise of authorities, performance of duties, or any other assertion or conduct indicating acceptance.

D. An agent is not required to disclose receipts, disbursements or transactions unless ordered by a court, the principal, the principal’s fiduciary, instructions to do so contained in the Power of Attorney, or a governmental agency with authority to protect the welfare of the principal. The agent shall comply with the request within 30 days or provide in writing as to why additional time is needed and shall comply with the request with an additional 30 days.

IV. 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:

- A. Death of the principal;
- B. The principal’s revocation of the Power or your authority;
- C. The occurrence of a termination event stated in the Power;
- D. The purpose of the Power is fully accomplished; or

E. 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 Authority in this Power states that such an action will not terminate your authority.

**AGENT'S CERTIFICATION AS TO THE VALIDITY OF POWER OF ATTORNEY
AND AGENT'S AUTHORITY**

I, Bradley Nelson Ray, certify under penalty of perjury that GUY WALTER RAY, granted me authority as an agent or successor agent in a Power of Attorney dated April 23, 2021.

I further certify that to my knowledge:

1. The Principal is alive and has not revoked the Power of Attorney or my authority to act under the Power of Attorney and the Power of Attorney and my authority under the Power of Attorney have not terminated;
2. If the Power of Attorney was drafted to become effective upon the happening of an event or contingency, the event or contingency has occurred; and
3. If I was named as successor agent, the prior agent is no longer able or willing to serve.

4-23-21
Date

Bradley Nelson Ray
Bradley Nelson Ray
2501 Arbor Cove
Hoover, AL 35244
Telephone: (205) 789-0561

STATE OF ALABAMA)

COUNTY OF SHELBY)

I, JASON A. STUCKEY, Notary of Public, in and for the County in this State, hereby certify that **BRADLEY NELSON RAY**, 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, such individual executed the same voluntarily, on the day the same bears date.

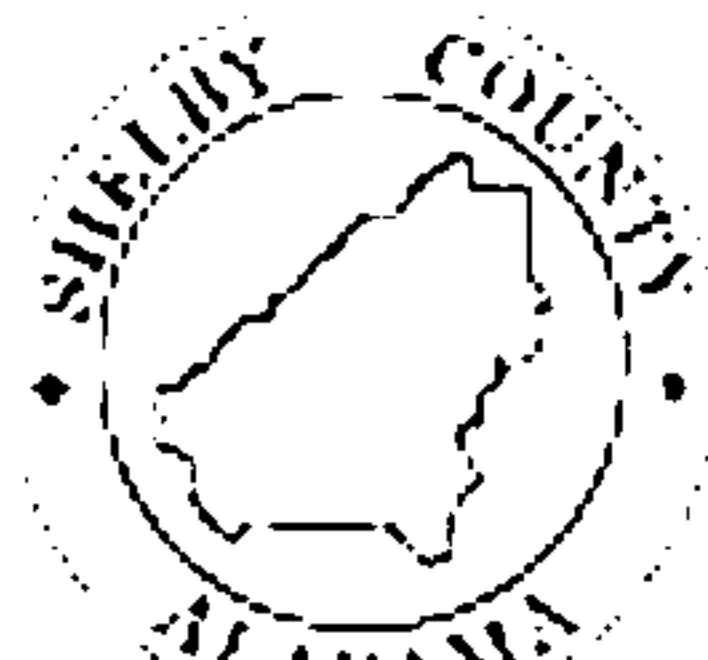
Given under my hand this 23rd day of April, 2021.

{SEAL}

Jason A. Stuckey
Notary Signature

My commission expires:

JASON A. STUCKEY Notary Public, Alabama State At Large My Commission Expires Jan. 27, 2025
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Filed and Recorded
Official Public Records
Judge of Probate, Shelby County Alabama, County
Clerk
Shelby County, AL
11/26/2025 10:34:46 AM
\$52.00 KELSEY
20251126000363500

Allie S. Boyd