

STATE OF ALABAMA *
 *
SHELBY COUNTY *

DURABLE POWER OF ATTORNEY

DESIGNATION OF AGENT AND/OR SUCCESSOR AGENT

KNOW ALL MEN BY THESE PRESENTS, I, **WILLIAM S. WILLS**, as "Principal", a resident of the State and County aforesaid, have made, constituted, appointed and by these presents do make constitute, appoint and hereby name the following person as my "Agent" or "Attorney-In-Fact", my wife, **JULIE WILLS**. If my agent is unable due to a failure to qualify, die, resign, become incompetent, or is unwilling to act for me, I name as my successor Agent, my son, **AARON JOHN WILLS**.

GRANT OF GENERAL AUTHORITY

I grant my Agent and/or Successor Agent general authority to act for me and to do and perform each and every act, deed, matter and thing whatsoever in and about my estate, property, and affairs as fully and effectually to all intents and purposes as I might or could do in my proper person, if personally present, with respect to the following subjects as defined in the Alabama Uniform Power of Attorney Act, Chapter 1A, Title 26, Code of Alabama, 1975. Unless this durable power of attorney otherwise provides, language in a durable power of attorney granting general authority authorizes the Agent or Attorney-in-Fact to perform the following by subject area:

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

(1) demand, buy, lease, receive, accept as a gift or as security for an extension of credit, or otherwise acquire or reject an interest in property or a right incident to real property;

(2) 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 or a right incident to real property;

(3) pledge or mortgage an interest in real property or right incident to real property as security to borrow money or pay, renew, or extend the time of a payment of a debt of the Principal or a debt guaranteed by the Principal;

(4) release, assign, satisfy, or enforce by litigation or otherwise a mortgage, deed of trust, conditional sales contract, encumbrance, lien, or other claim to real property which exists or is asserted;

(5) manage or conserve an interest in real property or a right incident to real property owned or claimed to be owned by the Principal, including:

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

(6) use, develop, alter, replace, remove, erect, or install structures or other improvements upon real property in or incident to which the Principal has, or claims to have, an interest or right;

(7) participate in a reorganization with respect to real property or an entity that owns an interest in or right incident to real property and receive, and hold, and act with respect to stocks and bonds or other property received in a plan of reorganization, including;

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

(8) change the form of title of an interest in or right incident to real property; and

(9) dedicate to public use, with or without consideration, easements or other property in which the principal has, or claims to have, an interest.

Tangible Personal Property as defined in Section 26-1A-205:

(1) 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;

(2) 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 or an interest in tangible personal property;

(3) grant a security interest in tangible personal property or an interest in tangible personal property as security to borrow money or pay, renew, or extend the time of payment of a debt of the Principal or a debt guaranteed by the Principal;

(4) release, assign, satisfy, or enforce by litigation or otherwise, a security interest, lien, or other claim on behalf of the Principal, with respect to tangible personal property or an interest in tangible personal property;

(5) manage or conserve tangible personal property or an interest in tangible personal property on behalf of the Principal, including:

- (A) insuring against liability or casualty or loss;
- (B) obtaining or regaining possession of or protecting the property or interest, by litigation or otherwise;
- (C) paying, assessing, compromising, or contesting taxes or assessments or applying for and receiving refunds in connection with taxes or assessments;
- (D) moving the property from place to place;
- (E) storing the property for hire or on a gratuitous bailment; and
- (F) using and making repairs, alterations, or improvements to the property; and

(6) change the form of title of an interest in tangible personal property.

Stocks and Bonds as defined in Section 26-1A-206:

(1) buy, sell, and exchange stocks and bonds;

(2) establish, continue, modify or terminate an account with respect to stocks and bonds;

(3) pledge stocks and bonds as security to borrow, pay, renew, or extend the time of payment of a debt of the Principal;

(4) receive certificates and other evidences of ownership with respect to stocks and bonds; and

(5) 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.

Commodities and Options as defined in Section 26-1A-207:

- (1) buy, sell, assign, settle, and exercise commodity futures contracts and call or put options on stocks or stock indexes traded on a regulated option exchange; and
- (2) establish, continue, modify, and terminate option accounts.

Banks and Other Financial Institutions as defined in Section 26-1A-208:

- (1) continue, modify, and terminate an account or other banking arrangement made by or on behalf of the Principal;
- (2) 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 or Attorney-in-Fact;
- (3) contract for services available from a financial institution, including renting a safe deposit box or space in a vault;
- (4) withdraw, by check, order, electronic funds transfer, or otherwise, money or property of the Principal deposited with or left in the custody of a financial institution;
- (5) receive statements of account, vouchers, notices, and similar documents from a financial institution and act with respect to them;
- (6) enter a safe deposit box or vault and withdraw or add to the contents;
- (7) borrow money and pledge as security personal property of the Principal necessary to borrow money or pay, renew, or extend the time of a payment of a debt of the Principal or a debt guaranteed by the Principal;
- (8) make, assign, draw, endorse, discount, guarantee, and negotiate promissory notes, checks, drafts, and other negotiable or nonnegotiable paper of the Principal or payable to the Principal or the Principal's order, transfer money, receive the cash or other proceeds of those transactions, and accept a draft drawn by a person upon the Principal and pay it when due;
- (9) receive for the Principal and act upon a sight draft, warehouse receipt, or other document of title whether tangible or electronic, or other negotiable or nonnegotiable instrument;

(10) 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

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

Operation of Entity or Business as defined in Section 26-1A-209:

(1) operate, buy, sell, enlarge, reduce, or terminate an ownership interest;

(2) perform a duty or discharge a liability and exercise in person or by proxy a right, power, privilege, or option that the principal has, may have, or claims to have;

(3) enforce the terms of an ownership agreement;

(4) initiate, participate in, submit to alternative dispute resolution, settle, oppose, or propose or accept a compromise with respect to litigation to which the Principal is a party because of an ownership interest;

(5) exercise in person or by proxy, or enforce by litigation or otherwise, a right, power, privilege, or option the Principal has or claims to have as the holder of stocks and bonds;

(6) initiate, participate in, submit to alternative dispute resolution, settle, oppose, or propose or accept a compromise with respect to litigation to which the Principal is a party concerning stocks and bonds;

(7) with respect to an entity or business owned solely by the Principal:

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

(B) determine:

(i) the location of its operation;

(ii) the nature and extent of its business;

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

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

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

- (C) change the name or form of organization under which the entity 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
- (D) demand and receive money due or claimed by the Principal or on the Principal's behalf in the operation of the entity or business and control and disburse the money in the operation of the entity or business;
- (8) put additional capital into an entity or business in which the Principal has an interest;
- (9) join in a plan of reorganization, consolidation, conversion, domestication, or merger of the entity or business;
- (10) sell or liquidate all or part of an entity or business;
- (11) establish the value of an entity or business under a buy-out agreement to which the Principal is a party;
- (12) prepare, sign file, and deliver reports, compilations of information, returns, or other papers with respect to an entity or business and make related payments; and
- (13) pay, compromise, or contest taxes, assessments, fines, or penalties and perform any other act to protect the principal 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 durable power of attorney.

Insurance and Annuities as defined in Section 26-1A-210:

- (1) continue, pay the premium or make a contribution on, modify, exchange, rescind, release, or terminate a contract procured by or on behalf of the Principal which insures or provides an annuity to either the Principal or another person, whether or not the Principal is a beneficiary under the contract;
- (2) procure new, different, and additional contracts of insurance and annuities for the Principal and the Principal's spouse, children, and other dependents, and select the amount, type of insurance or annuity, and mode of payment;
- (3) pay the premium or make a contribution on, modify, exchange, rescind, release, or terminate a contract of insurance or annuity procured by the Agent and/or Attorney-in-Fact;

- (4) apply for and receive a loan secured by a contract of insurance or annuity;
- (5) surrender and receive the cash surrender value on a contract of insurance or annuity;
- (6) exercise an election;
- (7) exercise investment powers available under a contract of insurance or annuity;
- (8) change the manner of paying premiums on a contract or insurance or annuity;
- (9) change or convert the type of insurance or annuity with respect to which the Principal has or claims to have authority described in this section;
- (10) apply for and procure a benefit or assistance under a statute or regulation to guarantee or pay premiums of a contract of insurance on the life of the Principal;
- (11) collect, sell, assign, hypothecate, borrow against, or pledge the interest of the Principal in a contract of insurance or annuity;
- (12) select the form and timing of the payment of proceeds from a contract of insurance or annuity; and
- (13) pay from proceeds or otherwise, compromise or contest, and apply for refunds in connection with, a tax or assessment levied by a taxing authority with respect to a contract of insurance or annuity or its proceeds or liability accruing by reason of the tax or assessment.

Estates, Trusts, and Other Beneficial Interests as defined in Section 26-1A-211:

- (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 the Principal is, may become, or claims to be, entitled to a share or payment.
- (b) Unless this durable power of attorney otherwise provides, language in a durable power of attorney granting general authority with respect to estates, trusts, and other beneficial interests authorizes the Agent and/or Attorney-in-Fact to:
 - (1) accept, receive, receipt for, sell, assign, pledge, or exchange a share in or payment from the fund;
 - (2) demand or obtain money or another thing of value to which the Principal is, may become, or claims to be, entitled by reason of the fund, by litigation or otherwise;

(3) exercise for the benefit of the Principal a presently exercisable general power of appointment held by the Principal;

(4) 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 the interest of the Principal;

(5) 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;

(6) conserve, invest, disburse, or use anything received for an authorized purpose;

(7) transfer an interest of the Principal in real property, stocks and bonds, accounts with financial institutions or securities intermediaries, insurance, annuities, and other property to the trustee of a revocable trust created by the Principal as settlor; and

(8) reject, renounce, disclaim, release, or consent to a reduction in or modification of a share in or payment from the fund.

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

(1) 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 the Principal, eliminate or modify tax liability, or seek an injunction, specific performance, or other relief;

(2) bring an action to determine adverse claims or intervene or otherwise participate in litigation;

(3) 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;

(4) 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 the Principal in litigation;

(5) submit to alternative dispute resolution, settle, and propose or accept a compromise;

(6) waive the issuance and service of process upon the Principal, accept service of process, appear for the Principal, designate persons upon which process directed to the Principal may be served, execute and file or deliver stipulations on the Principal's 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;

(7) act for the Principal with respect to bankruptcy or insolvency, whether voluntary or involuntary, concerning the Principal or some other person, or with respect to a reorganization, receivership, or application for the appointment of a receiver or trustee which affects an interest of the Principal in property or other thing of value;

(8) pay a judgment, award, or order against the Principal or a settlement made in connection with a claim or litigation; and

(9) receive money or other thing of value paid in settlement of or as proceeds of a claim or litigation.

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

(1) perform the acts necessary to maintain the customary standard of living of the Principal, the Principal's spouse, and the following individuals, whether living when the durable power of attorney is executed or later born:

(A) the Principal's children;

(B) other individuals legally entitled to be supported by the Principal; and

(C) the individuals whom the Principal has customarily supported or indicated the intent to support;

(2) make periodic payments of child support and other family maintenance required by a court or governmental agency or an agreement to which the Principal is a party;

(3) provide living quarters for the individuals described in paragraph (1) by:

(A) purchase, lease, or other contract; or

(B) paying the operating costs, including interest, amortization payments, repairs, improvements, and taxes, for premises owned by the Principal or occupied by those individuals;

(4) provide normal domestic help, usual vacations and travel expenses, and funds for shelter, clothing, food, appropriate education, including postsecondary and vocational education, and other current living costs for the individuals described in paragraph (1);

(5) pay expenses necessary for necessary health care and custodial care on behalf of the individuals described in paragraph (1);

(6) act as the principal's personal representative pursuant to the Health Insurance Portability and Accountability Act, Section 1171 through 1179 of the Social Security Act, 42 U.S.C. Section 1320d, as amended, and applicable regulations, in making decisions related to the past, present, or future payments for the provision of health care consented to by the Principal or anyone authorized under the law of this state to consent to health care on behalf of the Principal;

(7) continue any provision made by the principal for automobiles or other means of transportation, including registering, licensing, insuring, and replacing them, for the individuals describe in paragraph (1);

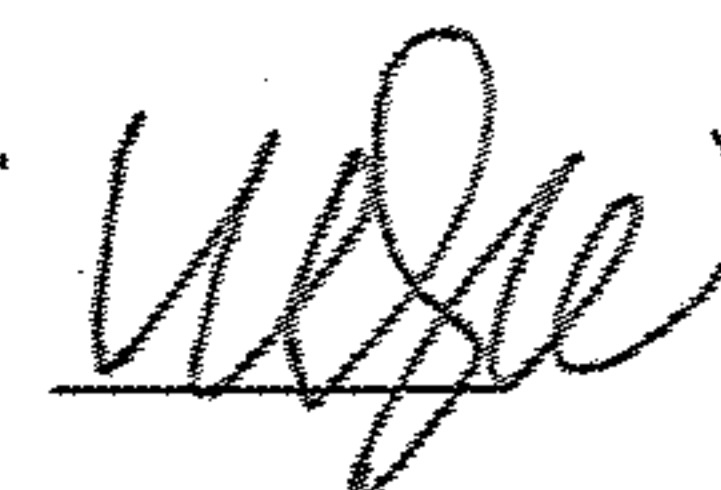
(8) maintain credit and debit accounts for the convenience of the individuals described in paragraph (1) and open new accounts; and

(9) continue payments incidental to the membership or affiliation of the principal in a religious institution, club, society, order, or other organization or to continue contributions to those organizations.

Authority with respect to personal and family maintenance is neither dependent upon, nor limited by, authority that an Agent and/or Attorney-in-Fact may or may not have with respect to gifts under Section 26-1A-217.

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

(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) Unless the durable power of attorney otherwise provides, language in a durable power of attorney granting general authority with respect to benefits from governmental programs or civil or military service authorizes the Agent and/or Attorney-in-Fact to:

(1) execute vouchers in the name of the Principal for allowances and reimbursements payable by the United States or a foreign government or by a state or subdivision of a state to the Principal, including allowances and reimbursements for transportation of the individuals described in Section 26-1A-213(a)(1), and for shipment of their household effects;

(2) take possession and order the removal and shipment of property of the principal from a post, warehouse, depot, dock, or other place of storage for safekeeping, either governmental or private, and execute and deliver a release, voucher, receipt, bill of lading, shipping ticket, certificate, or other instrument for that purpose;

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

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

(6) receive the financial proceeds of a claim described in paragraph (4) and conserve, invest, disburse, or use for a lawful purpose anything so received.

(7) establish inter vivos trust(s) for the Principal such as, but not limited to, Medicaid Qualifying Income Trust(s) or other such trusts necessary or required for governmental programs.

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

(a) In this section, "retirement plan" means a plan or account created by an employer, the Principal, or another individual to provide retirement benefits or deferred compensation of which the Principal is 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. 408, as amended;

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

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

(4) an annuity or mutual fund custodial account under Internal Revenue Code Section 403(b), 26 U.S.C. 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. 401(a) as amended;

(6) a plan under Internal Revenue Code Section 457(b), 26 U.S.C. 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) Unless the durable power of attorney otherwise provides, language in a durable power of attorney granting general authority with respect to retirement plans authorizes the Agent and/or Attorney-in-Fact 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 the Principal's name;

(4) make contributions to a retirement plan;

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

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

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

Unless the durable power of attorney otherwise provides, language in a durable power of attorney granting general authority with respect to taxes authorizes the Agent and/or Attorney-in-Fact to:

(1) 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. 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:

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

(3) exercise any election available to the Principal under federal, state, local or foreign tax law; and

(4) act for the Principal in all tax matters for all periods before the Internal Revenue Service, or other taxing authority.

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

(a) In this section, a gift "for the benefit of" a person includes a gift to a trust, an account under the Uniform Transfers to Minors Act, and a tuition savings account or prepaid tuition plan as defined under Internal Revenue Code Section 529, 26 U.S.C. 529, as amended.

(b) Unless the durable power of attorney otherwise expressly provides, language in a durable power of attorney granting general authority with respect to gifts authorizes the Agent and/or Attorney-in-Fact only to:

(1) make outright to, or for benefit of, a person including the Agent and/or Attorney-in-Fact, a gift of any of the Principal's property, including by the exercise of a presently exercisable general power of appointment held by the Principal, in an amount per donee not to exceed the annual dollar limits of the federal gift tax exclusion under Internal Revenue Code Section 2503(b), 26 U.S.C. 2503(b), as amended, without regard to whether the federal gift tax exclusion applies to the gift, or if the principal's spouse agrees to consent to a split gift pursuant to Internal Revenue Code Section 2513, 26 U.S.C. 2513, as amended, in an amount per donee not to exceed twice the annual federal gift tax exclusion limit; and

(2) consent, pursuant to Internal Revenue Code Section 2513, 26 U.S.C. 2513, as amended, to the splitting of a gift made by the Principal's spouse in an amount per donee not to exceed the aggregate annual gift tax exclusion for both spouses.

(c) An Agent and/or Attorney-in-Fact may make a gift of the Principal's property only as the Agent and/or Attorney-in-Fact determines is consistent with the Principal's objectives if actually known by the Agent and/or Attorney-in-Fact and, if unknown, as the Agent and/or Attorney-in-Fact determines is consistent with the Principal's best interest based on all relevant factors, including:

- (1) the value and nature of the Principal's property;
- (2) the Principal's foreseeable obligations and need for maintenance;
- (3) minimization of taxes, including income, estate, inheritance, generation skipping transfer, and gift taxes;
- (4) eligibility for a benefit, a program, or assistance under a statute or regulation; and
- (5) the Principal's personal history of making or joining in making gifts.

I, **WILLIAM S. WILLS**, do hereby grant my Agent and/or Attorney-in-Fact, **Julie Wills**, or any alternate or successor Agent and/or Attorney-in-Fact named herein, general authority to act for me with respect to all of the subjects enumerated hereinabove as defined in the Alabama Uniform Power of Attorney Act, by signing my name hereinbelow.

LIMITATIONS ON AGENT'S AND/OR ATTORNEY-IN-FACT'S AUTHORITY

Limitation of Power. Except for any special instructions given herein to the Agent and/or Attorney-in-Fact to make gifts, the following shall apply:

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



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

HEALTHCARE DECISIONS

Subject to the provisions of any Living Will or Advance Health Care Directive executed by me, and pursuant to the language stated below, I hereby authorize and appoint my attorney in fact to be my agent for health care decisions, on my behalf to:

(a) Consent, refuse, or withdraw consent to any care, treatment, service or procedure to maintain, diagnose or treat a physical or mental condition, and to make decisions about organ donation, autopsy and disposition of the body;

(b) Make all necessary arrangements at any hospital, psychiatric hospital or psychiatric treatment facility, hospice, nursing home or similar institution; to employ or discharge sitters or health care personnel to include physicians, psychiatrists, psychologists, dentists, nurses, therapists or any other person who is licensed, certified or otherwise authorized or permitted by the laws of this state to administer health care as the agent shall need necessary for my physical, mental and emotional well-being;

(c) Request, receive and review any information, verbal or written, regarding my personal affairs or physical or mental health including medical and hospital records and to execute any releases or other documents that may be required in order to obtain such information; and,

(d) Generally, to do all acts necessary for my maintenance, health, and personal care which my attorney may deem necessary under the circumstances.

DURABILITY AND REVOCATION

This Durable Power of Attorney **shall not** be affected by disability, incompetency or incapacity of the Principal.

The Principal may revoke this Durable Power of Attorney at any time by written instructions delivered to the Agent and/or Attorney-in-Fact and/or the Successor Agent and/or Successor Attorney-in-Fact.

I, WILLIAM S. WILLS, HEREBY REVOKE ANY AND ALL PRIOR POWERS OF ATTORNEY AND/OR DURABLE POWERS OF ATTORNEY EXECUTED PRIOR TO THIS DURABLE POWER OF ATTORNEY.



EFFECTIVE DATE

This durable power of attorney is effective immediately unless I have stated otherwise in this document.

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 the following person for appointment, **Julie Wills**. If **Julie Wills** is unable due to a failure to qualify, die, resign, become incompetent, or is unwilling to act as my conservator and/or guardian, I nominate as my successor conservator and/or guardian, **Aaron John Wills**.

RELIANCE ON THIS DURABLE POWER OF ATTORNEY

Any person, including my Agent and/or Attorney-in-Fact, may rely upon the validity of this durable power of attorney or a copy of it unless that person knows it has terminated or is invalid.

REIMBURSEMENT AND COMPENSATION OF AGENT OR ATTORNEY-IN-FACT

My Agent and/or Attorney-in-Fact shall be entitled to reimbursement of expenses reasonably incurred on my behalf and to reasonable compensation for his or her services.

SIGNATURE AND ACKNOWLEDGMENT

IN WITNESS WHEREOF, I as Principal, have executed this Durable Power of Attorney, and I have directed that photostatic copies of this Power be made, which shall have the same force and effect as an original.

DATED this the 4th day of MARCH, 2022.


WILLIAM S. WILLS

WITNESSES

Jason Stuckey
Name of Witness

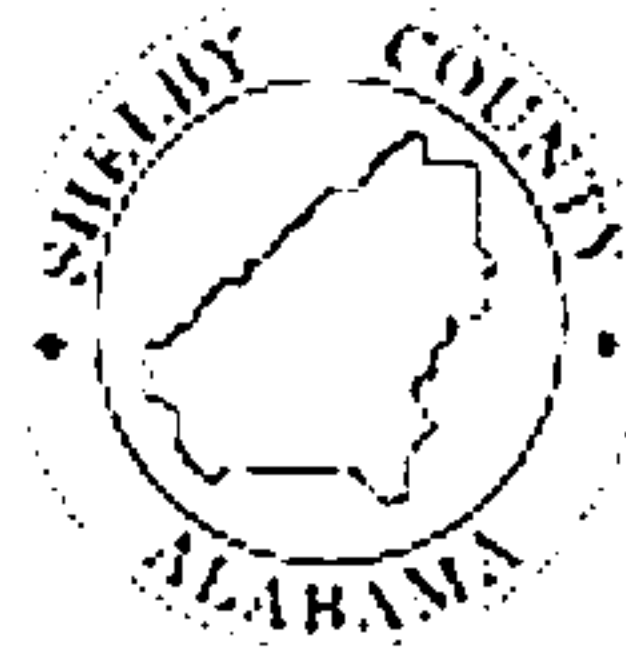
3-4-2022
Date

Kelly Rutledge
Name of Witness

3-4-2022
Date

[Signature]
Signature of Witness

[Signature]
Signature of Witness



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

STATE OF ALABAMA)
SHELBY COUNTY)

I, the undersigned, a Notary Public, in and for the County in this State, hereby certify that WILLIAM S. WILLS, whose name is signed to the foregoing document, and who is known to me, acknowledge before me on this day that, being informed of the contents of the document, he executed the same voluntarily on the day the same bears date.

Given under my hand and seal this the 4th day of MARCH, 2022.

[Signature]
NOTARY PUBLIC
My commission expires June 25, 2022

This Document Prepared By:
Wm. Randall May, Esq.
Fulmer, May & Stuckey, LLC
300 Cahaba Park Circle, Suite 100
Birmingham, Alabama 35242
(205) 991-6367

Principal's Initials [Signature]