#### **DURABLE POWER OF ATTORNEY**

OF

### HAZEL McCALL

| I, HAZEL McCALL, of 1173 SE Violet Place, Lake City, Florida 32025 |
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| create this DURABLE POWER OF ATTORNEY, dated the 100 day of        |
| Though, 2014, under the Florida Power of Attorney Act.             |

Any person who refuses to accept this Durable Power of Attorney in violation of Section 709.2120, Florida Statutes, shall be subject to court order mandating acceptance of this Durable Power of Attorney and liability for damages, including reasonable attorneys' fees and costs, as provided in Section 709.2120, Florida Statutes.

## ARTICLE I Agents

A. Appointment of [Agent/Agents]. I appoint the following person as my agent ( my "Agent"):

DUSTIN WILLIAM ASH 197 Riverside Drive Benton, Tennessee 37307

- B. Duties. My Agent shall act in a fiduciary capacity, in good faith, only within the scope of authority hereuder, with the care, competence and diligence ordinarily exercised by agents under a power of attorney in similar circumstances. My Agent shall not act in a manner that is contrary to my best interest, except as provided in Section 709.2202, Florida Statutes.
- C. Compensation of Qualified Agents. My Agent shall be entitled to reasonable compensation for my Agent's service under this Durable Power of Attorney, if such Agent is a Qualified Agent, as that term is defined in Section 709.2112(4), Florida Statutes.
- D. Reimbursement of Expenses. My Agent shall be entitled to reimbursement for any out-of-pocket expenditures, with interest as appropriate, made or incurred in the proper conduct of my Agent's duties under this instrument.
- E. Multiple Agents. References to my Agent shall refer to all those from time to time acting as Agent hereunder and, if two Agents are eligible to act

hereunder, they shall act unanimously, and if more than two Agents are eligible to act hereunder, they shall act by majority. If two or more Agents are eligible to act hereunder, each such Agent may delegate to another Agent acting hereunder the authority to conduct banking transactions under Paragraph A of Article II below.

- F. Resignation. Any Agent may resign at any time without court approval, whether or not a successor Agent has been appointed, provided the resigning Agent executes and delivers a notice of resignation, in an acknowledged instrument, to me, or to my court appointed guardian if I am then adjudicated incapacitated, and to any other Agent acting for me pursuant to a power of attorney, or if none, to the next successor Agent that I have appointed hereunder.
- shall be personally liable for any act or failure to act of any predecessor Agent or shall have any duty to review the conduct or decisions of any predecessor Agent, except with respect to a breach of fiduciary duty committed by a predecessor Agent that such successor Agent participated in or concealed. A successor Agent may accept the account rendered and the property delivered to the successor Agent by or on behalf of the predecessor Agent as a full and complete discharge of the predecessor Agent without incurring any liability or responsibility for so doing, and shall not have any duty to institute any proceeding against a predecessor Agent, or to file any claim against a predecessor's estate, for any of the predecessor Agent's actions or omissions as Agent. If a successor Agent has actual knowledge of a breach of fiduciary duty by a predecessor Agent, such successor Agent must take any action reasonably appropriate under the circumstances to safeguard my best interests.
- H. Incapacitated Agent. My Agent shall cease to serve upon becoming incapacitated. My Agent shall be deemed to be "incapacitated" if I or another then-serving Agent or, if there is none, the next successor Agent receives written certification that the examined individual is physically or mentally incapable of managing my personal financial affairs, whether or not there is an adjudication of incapacity. This certification shall be valid only if it is signed by a licensed physician who has personally examined my Agent. This certification need not indicate any cause for the incapacity of my Agent. No person is liable to anyone for actions taken in reliance on the certifications under this paragraph or for dealing with my Agent other than the one removed for incapacity based on these certifications.
- I. Delivery of Records and Property. If my Agent is removed, resigns or otherwise ceases to act as Agent hereunder, my Agent shall deliver all records and property in my Agent's possession with respect to such Agent's service hereunder to any other Agent acting for me pursuant to a power of attorney or, if no other Agent is then so acting, to a successor Agent that I have named to act for me pursuant to a power of attorney, or any other person entitled to the records or property,

within a reasonable amount of time after my Agent ceases to act, and unless another person is then entitled to the records and property, my Agent who ceases to act shall continue to have all of the duties of an Agent and the powers necessary to protect the records and property until delivered as provided herein.

# ARTICLE II Grant of General Authority

I grant to my Agent the authorities listed below:

- A. Banks. My Agent may conduct banking transactions as provided in Section 709.2208(1), Florida Statutes, and access any safe deposit box rented by me alone or with any other person or persons.
- B. Financial Institutions. My Agent may conduct investment transactions as provided in Section 709.2208(2), Florida Statutes, and buy, sell and exchange commodity futures contracts and call and put options on stocks and stock indexes.
- C. Real Property. My Agent may do any act with respect to my real property, whether now owned or hereafter acquired, including, but not limited to, possess, accept, acquire, exchange, partition, dispose of or encumber any real property or any right or interest therein, upon such terms and conditions, and under such covenants, as my Agent shall deem proper; lease, insure, repair, improve, alter, raze, maintain or otherwise manage and in any way or manner deal with any or all of my real property; join with other persons with whom I own such property jointly in any transaction regarding that property; remove persons from, and recover possession of my real property; and expend funds to carry out any of the foregoing.
- D. Intangible Personal Property. My Agent may do any act with respect to my intangible personal property, whether now owned or hereafter acquired, including, but not limited to, execute, acknowledge, deliver and possess such contracts, agreements, leases, including oil, gas and mineral leases, mortgages, notes and other evidences of debt, assignments, insurance policies, documents of title, bills, bonds, stock certificates, proxies, warrants, commercial paper, receipts, releases and satisfaction of debts and obligations and division orders, assurances and documents of any governmental agency or entity of the United States of America or any state thereof, and such other written instruments of whatever kind and nature as may be necessary or proper in the exercise of the rights and powers herein granted.
- E. Tangible Personal Property. My Agent may do any act with respect to my tangible personal property, whether now owned or hereafter acquired, including, but not limited to, possess, accept, acquire, exchange, dispose of or

encumber any tangible personal property or any right or interest therein, upon such terms and conditions, and under such covenants, as my Agent shall deem proper; lease, insure, repair, improve, alter, maintain or otherwise manage and in any way or manner deal with any or all of my tangible personal property; join with other persons with whom I own such property jointly in any transaction regarding that property; recover possession of my tangible personal property; and expend funds to carry out any of the foregoing.

- F. Business. My Agent may transact any lawful business, including, but not limited to, forming any kind of entity and making changes of any character, in the style or form of the ownership or the conduct of any business; changing the governing jurisdiction under which an entity is operated; paying business expenses, even if the business is in financial trouble; collecting all amounts which are now payable to me or paying all obligations which are payable by me individually or pursuant to any interest I may have in any kind of entity; entering into or changing ownership agreements or buysell agreements; liquidating or reorganizing any entity; voting or exercising, in person or by proxy, all rights and options concerning any interest in an entity; and contracting with any person or entity for any purpose, or modifying or terminating any such contract.
- G. Debts. My Agent may pay all sums of money at any time or times that I may be legally obligated to pay, whether pursuant to an obligation incurred by me, or for me by any Agent legally authorized to act on my behalf pursuant to a power of attorney.
- H. Legal Remedies. My Agent may initiate, defend, continue, arbitrate, mediate, settle and dispose of, all legal, equitable or administrative proceedings, or otherwise engage in litigation in connection with the exercise of the powers herein contained, including for the recovery of any and all sums of money or payments due or to become due to me; collect any judgments recovered by me and execute releases and satisfactions of same; and engage in any proceedings under the Bankruptcy Act, or under any law of any state or territory of the United States.
- I. Privileged Records. My Agent may demand, obtain, review, and release to others medical records or other documents protected by the patient-physician privilege, attorney-client privilege or any similar privilege.
- J. Guardian. My Agent may nominate on my behalf a qualified individual or entity (including my Agent) to be appointed by a court of appropriate jurisdiction as guardian of my person or property, or both, or as custodian for my property during the pendency of any proceedings adjudicate my capacity.
- K. Borrow. My Agent may borrow any sum of money on such terms and with such security as my Agent may deem fit, and may guarantee any loan made to a trust created by me or in which I have a beneficial interest or any entity in which I or

any trust created by me or in which I have a beneficial interest shall own, directly or indirectly, an interest, and for that purpose, execute any evidence of indebtedness and any security agreements, and provide such information and documentation as may be necessary in conjunction therewith; provided, however, that my Agent shall not be personally liable for any such loan or guarantee, and such loan or guarantee shall be payable only out of my assets.

- L. Employees and Service Providers. My Agent may engage and disengage (with or without cause), any agents, counsel, accountants, financial service or other professionals, and may employ and dismiss (with or without cause) any person or persons and provide to the persons to be so engaged or employed such salaries, wages or other remunerations as my Agent shall deem fit; and employ and compensate any investment management service, financial institution, or similar organization to advise my Agent and to handle all investments and to render all accountings of funds held on my behalf under custodial, agency, or other agreements.
- M. Tax Returns. My Agent may prepare, execute, and file any and all federal, state and local tax returns (and all ancillary forms or documents related thereto) for any type of tax for any period before or after the grant of this power, and otherwise deal in any respect whatsoever with regard to such tax returns, including acting for me before any office of the Internal Revenue Service or other taxing authority; and receive confidential information regarding tax matters for all periods, whether before or after the execution of this instrument.
- N. Foreign Accounts. Only to the extent my Agent accepts this authority in writing by specific reference to this paragraph, my Agent may do any act with respect to any foreign bank or financial account. Otherwise, my Agent shall have no authority over such accounts, notwithstanding any provision in this instrument to the contrary. A foreign bank or financial account is any bank or financial account located outside of the United States, as described in 31 U.S.C. § 5314 and 21 C.F.R. § 1010.350.
- O. Dependents. My Agent may obligate me, and pay, for all costs and expenses that my Agent may deem necessary for general welfare of any lineal descendant of mine who is financially dependent on me, subject to the limitations below in Article III.
- P. Standard of Living. My Agent may do all acts necessary to ensure that the best possible care and support are provided to me and my spouse to meet all lifetime needs and to maintain my and my spouse's current lifestyle, including, but not limited to, engaging the services of any individuals or organizations to provide for my and my spouse's personal care and comfort, holding and maintaining any real property used by me as a personal residence for my use and benefit and the use and

benefit of my immediate family and paying all carrying charges of such residence, including, but not limited to, any taxes, assessments and maintenance thereon, and all expenses of the repair and operation thereof, including the employment of household employees (including, but not limited to, independent contractors) and other expenses incident to the running of a household for my benefit and my spouse's benefit.

Q. Government Benefits. My Agent may do all acts necessary to apply for, obtain, and maintain my eligibility for government benefits (e.g., Social Security, Supplemental Security Income, Medicare, Medicaid, etc.), including, but not limited to, paying down the principal balance on any loan owed by me that is secured by my homestead property; executing a personal service contract or caregiver agreement with a third party, including my Agent; purchasing a life estate in a residence owned by a third party, including my Agent; making a loan to a third party, including my Agent; purchasing an annuity contract; creating and funding an irrevocable Income Trust pursuant to 42 U.S.C. § 1396(d)(4)(B); and purchasing Series I and Series EE United States Savings Bonds.

#### ARTICLE III

### General Provisions

- A. General Directions to Agent. My Agent shall make every effort to involve me in decision-making regarding both financial matters and personal care. My Agent shall make every effort to determine my wishes and make decisions that conform to them. If I am unable to make my wishes known, my Agent shall make decisions that my Agent believes that I would make, bearing in mind that the least restrictive alternatives for living arrangements are desirable so that I may live with the greatest degree of dignity possible.
- B. Governing Law. This instrument is a Durable Power of Attorney authorized by the provisions of the Florida Power of Attorney Act (Part II of Chapter 709 of the Florida Statutes), as it may be amended. The interpretation and effect of this Durable Power of Attorney shall be governed by the laws of the State of Florida.
- C. Binding and Effect. Until my Agent shall have knowledge or notice of my death or termination or suspension of my Agent's authority or of this instrument, any act lawfully done by my Agent in good faith shall be binding on me and on my estate, my heirs, legal representatives and assigns. This, being a Durable Power of Attorney, shall be effective as of and from the date it is executed and shall not be affected by my subsequent disability, incapacity or incompetence, except as otherwise provided in Chapter 709, Florida Statutes. As provided in Section 709.2106, Florida Statutes, a photocopy or electronically transmitted copy of the original of this Durable Power of Attorney shall have the same effect as the original.

- D. Release of Liability for Agents. No Agent shall be liable to anyone for anything done or not done by any other Agent, except with respect to any breach of fiduciary duty that my Agent participated in or concealed. An Agent with actual knowledge of a breach or imminent breach of fiduciary duty by another Agent must take any action reasonably appropriate under the circumstances to safeguard my best interests. My Agent is not required, and shall have no duty, to act hereunder, and if my Agent acts hereunder, the discretion given my Agent under Articles II and III above shall be absolute and uncontrolled and subject to correction by a court only if my Agent should act dishonestly, with improper motive, with reckless indifference to the purposes of this Durable Power of Attorney, my estate plan, my interests or the interests of my beneficiaries, or in violation of specific provisions of this instrument. My Agent who acts in good faith is not liable to any beneficiary of my estate plan for failure to preserve the plan. Absent a breach of fiduciary duty, my Agent is not liable if the value of my property declines.
- Release of Liability for Third Persons. Any person dealing with my Agent under this instrument is completely absolved of any liability and held harmless for relying in good faith upon the authority granted to my Agent hereunder and the actions of my Agent which are reasonably within the scope of my Agent's authority and may enforce any obligation created by the actions of my Agent, unless such person has knowledge or has written notice that this Durable Power of Attorney or my Agent's authority is void, invalid, suspended or terminated. Any person dealing with my Agent under this instrument may, but need not, require my Agent to execute an affidavit stating where I am domiciled, that I am not deceased, that there has been no revocation, or partial or complete termination by adjudication of incapacity or by the occurrence of an event referenced hereunder, that there has been no suspension by initiation of proceedings to determine my incapacity, or to appoint a guardian for me, and, if the affiant is a successor Agent, the reasons for the unavailability of the predecessor Agents at the time the authority is exercised; and if affiant is an officer of a financial institution acting as my Agent, stating the officer's title, that the officer has full authority to perform all acts and enter into all transactions authorized hereunder for and on behalf of the financial institution in its capacity as Agent. Any person must accept or reject this Durable Power of Attorney within a reasonable time, and any person who rejects this Durable Power of Attorney must state in writing the reason for the rejection. A person may not require an additional or different form of power of attorney.
- F. Authorization of Conflict of Interest. I have appointed the persons named in this instrument as my Agent hereunder, cognizant of the fact that they may also serve as directors, accountants, employees and/or owners with respect to entities which may form a substantial part of my estate, and that their interests as Agent hereunder may conflict with their individual interests with respect to the entities. Notwithstanding the foregoing, I wish these persons to serve as my Agent because of my confidence in their individual skills and because they are the most appropriate

persons as a result of their involvement with the entities to manage and operate the entities. The fact that an Agent is active in the investment business shall not be deemed a conflict of interest, and purchases and sales of investments may be made through any entity acting as Agent hereunder or through any firm of which an Agent is a partner, member, shareholder, proprietor, associate, employee, owner, subsidiary, affiliate or the like. My property may be invested in individual securities, mutual funds, partnerships, private placements or other forms of investment promoted, underwritten, managed or advised by an Agent or such a firm. Notwithstanding the foregoing, my Agent must act in good faith and solely in my best interests.

- G. Self Dealing. No state law restraint on acts of self-dealing by an Agent shall apply to my Agent who is my spouse or a descendant of mine, except to the extent (but only to the extent) such restraint may not be waived under applicable local law by a governing instrument. Except when prohibited by another provision hereunder, such Agent may enter into transactions on my behalf in which that Agent is personally interested so long as my Agent acts in good faith and solely in my best interests
- H. Tax Savings; Creditor Claims Against Agent. It is my intention that no power or authority granted hereunder shall be deemed to create in my Agent a general power of appointment, as such term is defined under Code Secs. 2041(b) and 2514(c), or subject my assets to any claims of the creditors of my Agent. Accordingly, notwithstanding anything in this instrument to the contrary, my Agent shall be prohibited from possessing or exercising any power otherwise granted hereunder in a manner that constitutes a general power of appointment, including, but not limited to, participating in any decision to (i) transfer any property of mine to or for the benefit of my Agent other than pursuant to an ascertainable standard as such term is defined for Federal estate or gift tax purposes, and (ii) transfer any property of mine in discharge of any legal obligation of my Agent, individually. Furthermore, an Agent who is otherwise authorized to make gifts to himself or herself subject to an ascertainable standard may exercise such discretion, notwithstanding any contrary rule of law, unless such authorization would cause my property to be subject to any claims of the creditors of Agent.
- I. Delegation. My Agent may delegate investment functions as provided in Section 518.112, Florida Statutes.
- J. Waiver of Prudent Investor Rule. My Agent may acquire and retain investments that present a higher degree of risk than would normally be authorized by the applicable rules of fiduciary investment and conduct. No investment, no matter how risky or speculative, shall be absolutely prohibited, so long as prudent procedures are followed in selecting and retaining the investment and the investment constitutes a prudent percentage of my estate. My Agent may, but need not, favor retention of assets owned by me. My Agent shall not be under any duty to diversify

investments, regardless of any rule of law requiring diversification, and any such duty is hereby waived.

### ARTICLE IV Definitions of Miscellaneous Provisions

- A. Children and Descendants. References to "descendants" shall include descendants whenever born.
- B. **My Spouse.** Any reference to "my spouse" shall mean the person to whom I am married at any given time.
- C. **Determining Descendants.** One's descendants shall be determined according to applicable state law, except to the extent modified by this Article.
- 1. A child adopted before he or she attains fourteen (14) years of age (but not after attaining that age) shall be treated under this instrument as a child of his or her adopting parents and a descendant of their ancestors.
- 2. A biological child shall not be treated as a child or descendant of any biological parent of the child or as a descendant of the ancestors of such biological parent if the child has been surrendered for adoption with the consent of such biological parent and the child's adoptive parent substitutes for the consenting parent under applicable state law.
- 3. The descendants of a person who is treated as a child or descendant under this Article shall also be treated as descendants of such person's ancestors. The descendants of a person who is treated as not being a child or descendant under this Article shall also be treated as not being descendants of such person's ancestors.
- D. Code. References to the "Code" or to provisions thereof are to the Internal Revenue Code of 1986, as amended at the time in question. If, by the time in question, a particular provision of the Code has been renumbered, or the Code has been superseded by a subsequent Federal tax law, the reference shall be deemed to be to the renumbered provision or the corresponding provision of the subsequent law, unless to do so would clearly be contrary to my intent as expressed in this instrument.
- E. Florida Statutes. References to the "Florida Statutes" or to provisions thereof are to the Florida Statutes in effect at the time of execution of this instrument. If, by the time in question, a particular provision of the Florida Statutes has been renumbered, or the statute has been superseded by a subsequent Florida law, the

reference shall be deemed to be to the renumbered provision or the corresponding provision of the subsequent law, unless to do so would clearly be contrary to my intent as expressed in this instrument.

- F. Notice. Any notice provided hereunder must comply with Section 708.2121, Florida Statutes.
- G. Savings Clause. Should any of the provisions of this Durable Power of Attorney fail or be held ineffectual or invalid for any reason, it is my desire that no other portion or provision of this instrument be invalidated, impaired or affected thereby, but that this instrument be construed as if such invalid provision or direction had not been contained therein.
- H. Captions. The captions used in this Durable Power of Attorney are inserted only as a matter of convenience and for reference and in no way define, limit or describe the scope of this instrument or the intent of any provision therein.

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| IN WITNESS WHEREOF, I hav   | e hereunto set my hand and seal this                   |
|---|--|
| Executed in the presence of:  | Δ  |
| Print Name: Sophic Houston  | HAZEL MCCALL   |
| Print Name: Rachelle A. DeGraw  |  |
| STATE OF FLORIDA<br>COUNTY OF COLUMBIA  |  |
| The foregoing instrument was a of, 2014, by HAZEL Mc ☐ is personally known to me, ☐ produced a of the United States within the last five (5) ye identification, to wit: | driver's license (current or issued by a state         |
| LORETTA S. STEINMANN Commission # FF 025595 Expires October 8, 2017 Souted Thru Troy Fain Legumes 800-385-7019  | Notary Public - State of Florida  Loretta S. Steinmann |