STATE OF ALABAMA)

COUNTY OF JEFFERSON)

DURABLE POWER OF ATTORNEY

SECTION 1. APPOINTMENT OF AGENT.

KNOW ALL PERSONS BY THESE PRESENTS, that pursuant to Ala. Code § 26-1A-101, *et seq.* I, _____ ("Principal"), residing in _____ County, State of _____, do hereby constitute and appoint _____ ("Agent") my true and lawful attorney for me and in my name, place and stead, to exercise only the powers set forth herein.

Agent: _____

Address: _____

Telephone: _____

SECTION 2. RIGHTS AND POWERS.

SECTION 2.1. <u>RETIREMENT PLAN</u>.

In accordance with Ala. Code § 26-1A-215(a)(5), my Agent is authorized, in his / her sole and absolute discretion, from time to time and at any time, to exercise only the specific authority stated below relating to my participation and interest in the retirement plan ("Plan") in which I participate as a retiree administered by The General Retirement System for Employees of Jefferson County, which Plan is qualified under Internal Revenue Code §401(a). My Agent is authorized to:

SECTION 2.1.1	Complete a change of address form on my behalf.
SECTION 2.1.2	Authorize direct deposit on my behalf.
SECTION 2.1.3	Make changes to my direct deposit instructions on my behalf.
SECTION 2.1.4	Make changes to my tax withholding form on my behalf.
SECTION 2.1.5	Request benefit verification information on my behalf.
SECTION 2.1.6	Update and confirm my contact information
SECTION 2.1.7	Request and receive my IRS Form 1099R
SECTION 2.1.8	Enroll me in GRS Member Direct

SECTION 3. THIRD PARTY RELIANCE.

For purposes of inducing all persons and entities to act in accordance with the instructions of my Agent as authorized in this instrument, I hereby represent, warrant and agree that:

SECTION 3.1.1. No person or entity who acts in reliance upon any representation either my Agent may make as to their powers hereunder, the scope of my Agent's authority granted under this instrument, the fact that this instrument has not been revoked, or the fact that my Agent continues to serve as my attorney in fact at such time, shall incur any liability to me, my estate, my heirs, or my assigns for permitting my Agent to exercise any such authority.

SECTION 3.1.2. The powers conferred on my Agent by this instrument may be exercised by my Agent and may be accepted by any person or entity as fully authorized by me with the same force and effect as if I were present, competent and acting on my own behalf. All acts done by my Agent hereunder are done with my consent, and shall have the same validity and effect as if I personally performed the acts myself, and shall inure to the benefit of and bind me, my estate, heirs, personal representatives and assigns.

SECTION 4. TERMS

SECTION 4.1 Durability

The power of attorney granted herein to my Agent shall not be affected by disability, incompetency or incapacity of the Principal.

SECTION 4.2 Taxes

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.

SECTION 4.3 Reliance

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.

SECTION 4.4 Termination

This Power of Attorney may only terminate upon a writing signed by the Principal terminating the authority granted herein, or upon the death of the Principal.

SECTION 5. MISCELLANEOUS PROVISIONS.

SECTION 5.1 Interpretation

Powers granted herein are specific and should not be interpreted to be extended beyond what is stated herein.

SECTION 5.2 Reimbursement of Costs.

My Agent shall be entitled to reimbursement for all reasonable costs and expenses incurred and paid by him on my behalf under the provisions of this instrument, but my Agent shall not be entitled to compensation for services rendered hereunder.

SECTION 5.3. Execute Documents.

My Agent shall be entitled to sign, exercise, deliver, and acknowledge any contract or other document that may be necessary, desirable, convenient, or proper in order to exercise any of the powers herein described and to incur reasonable costs in the exercise of any such power.

SECTION 5.4. Governing Law.

This instrument shall be governed by the laws of the State of Alabama in all respects, including its validity, construction, interpretation, and termination. I intend that this instrument be honored in any jurisdiction where it may be presented and for any such jurisdiction to refer to the laws of the State of Alabama to interpret and determine the validity of this instrument and any of the powers granted herein.

SECTION 5.5. Photocopies.

My Agent is hereby authorized to make photocopies of this instrument as frequently and in such quantity as my Agent shall deem appropriate. All photocopies shall have the same force and effect as any original.

SECTION 5.6. Severability.

If any part of this instrument shall be invalid or unenforceable under the laws of the State of Alabama, such party shall be ineffective as to the extent of such invalidity only, without in any way affecting the remaining parts of this instrument.

SECTION 5.7. “Herein,” etc.

Terms such as “herein,” “hereof,” “hereunder,” and the like refer to this entire instrument and not only to the subdivision in which any such term appears.

***

IN WITNESS WHEREOF, I have hereunto set my hand and seal in _____ County, State of _____, on this the _____ day of_____, 2020.

_____
Principal

STATE OF ALABAMA)

COUNTY OF JEFFERSON)

I, the undersigned authority, a notary public in and for the State of Alabama, hereby certify that _____,whose name is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of this instrument, executed the same voluntarily on the day the same bears date.

Given under my hand and seal on this the _____ day of_____, 2020.

_____
NOTARY PUBLIC
My Commission Expires: