This Instrument Prepared by and Return to:
Bell & Alexander Title Services, Inc.
8110 Isabella Lane, 2nd Floor
Brentwood, TN 37027

STATE OF TENNESSEE
COUNTY OF Rutherford

The actual consideration or value, whichever is greater is $434,250.00.

Affiant

Subscribed and sworn before me this the 13th day of August, 2020.

Notary Public
My commission expires: 12/1/2020

JASON R. JONES STATE OF TENNESSEE NOTARY PUBLIC RUTHERFORD COUNTY

WARRANTY DEED

Address of New Owner:	Send Tax Bill to:	Tax Information:
Roger L. Poulin	Lending Hand Mortgage LLC	095-08-0 206.00
2613 Habersham Avenue	116 E Cedar St	
Nashville, TN 37214	Goodlettsville, TN 37072	

For and in consideration of the sum of ten and no/100 dollars ($10.00), cash in hand paid by the hereinafter Grantees, and other good and valuable consideration, the receipt of which is hereby acknowledged, CLIFTON POWELL JOHNSON A/K/A CLIFTON P. JOHNSON AND MARGRET ANN JOHNSON A/K/A ANN JOHNSON, HUSBAND AND WIFE, hereinafter referred to as Grantors, have bargained and sold, and do hereby transfer and convey to ROGER L POULIN AND JOYCE L POULIN, HUSBAND AND WIFE, hereinafter called the Grantees, their successors and assigns, a certain tract or parcel of land, together with all tenements, hereditaments and appurtenances thereto located in Davidson County, State of Tennessee, described as follows:

Land in the Third Civil District of Davidson County, Tennessee being Lot No. 12 in Bluefield Square, Section 2 as of record in Plat Book 5200, Page 163 (erroneously stated as page 168 in previous deed), Register's Office, Davidson County, Tennessee to which plan reference is made for a complete description of said lot.

Being the same property conveyed to Clifton P. Johnson and Ann Johnson by deed from David H. Parker, Trustee, dated 05/21/1979, of record in Book 5438, page 900, Register's Office for said County. Clifton P. Johnson is one in the same as Clifton Powell Johnson. Ann Johnson is one in the same as Margret Ann Johnson.

Subject to all Easements and Restrictions of record.

THIS IS IMPROVED PROPERTY KNOWN AS 2613 Habersham Avenue, Nashville, TN 37214.

To have and to hold the said tract or parcel of land, with the appurtenances, estate, title and interest thereto belonging to the said Grantees, their heirs, successors and/or assigns, forever. Grantors covenant with Grantees that Grantors are lawfully seized and possessed of said land in fee simple, have a good right to convey it, and the same is unencumbered, unless otherwise herein set out. Grantors do further covenant and bind ourselves, our heirs, successors, assigns and representatives, to warrant and forever defend the title to said land to said Grantees, their successors, heirs and assigns, against the lawful claims of all persons whomsoever. Wherever used, the singular number shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders.

MAJ by ACJ, AFF

CPJ by ACJ, AFF

Karen Johnson Davidson County
Batch# 458394 DEEDWARR
08/17/2020 12:32:30 PM 25 pgs
Fees: $128.00 Taxes: $1,606.72
20200817-0092049

Witness my hand this the 13th day of August, 2020.

Clifton Powell Johnson by Andrew C. Johnson, Attorney In Fact

Clifton Powell Johnson A/K/A Clifton P. Johnson by Andrew Clifton Johnson, Attorney-In-Fact

STATE OF TENNESSEE
COUNTY OF Davidson

On this 14th day of August, 2020, before me, the undersigned Notary Public in and for said County and State, personally appeared Andrew Clifton Johnson with whom I am personally acquainted, (or proved to me on the basis of satisfactory evidence) to be the person who executed the foregoing instrument in behalf of Clifton Powell Johnson A/K/A Clifton P. Johnson by DURABLE POWER OF ATTORNEY dated May 8th, 2020, and who acknowledged that he executed the same as the free act and deed of Clifton Powell Johnson A/K/A Clifton P. Johnson.

Witness my hand and official seal this 13th day of August, 2020.

My commission expires: 9-6-22

Notary Public

BENJAMIN SEAMON NOTARY PUBLIC STATE OF TENNESSEE DAVIDSON COUNTY

Witness my hand this the 13th day of August, 2020.

Margret Ann Johnson by Andrew C. Johnson, Attorney In Fact

Margret Ann Johnson A/K/A Ann Johnson by Andrew Clifton Johnson, Attorney-In-Fact

STATE OF TENNESSEE
COUNTY OF Davidson

On this 14th day of August, 2020, before me, the undersigned Notary Public in and for said County and State, personally appeared Andrew Clifton Johnson with whom I am personally acquainted, (or proved to me on the basis of satisfactory evidence) to be the person who executed the foregoing instrument in behalf of Margret Ann Johnson A/K/A Ann Johnson by DURABLE POWER OF ATTORNEY dated May 8th, 2020, and who acknowledged that he executed the same as the free act and deed of Margret Ann Johnson A/K/A Ann Johnson.

Witness my hand and official seal this 13th day of August, 2020.

My commission expires:

9-6-22

Notary Public

BENJAMIN SEAMON NOTARY PUBLIC STATE OF TENNESSEE DAVIDSON COUNTY

"Exhibit A"

Prepared by:
Carter Shelton, PLC
2021 Richard Jones Road, Suite 240
Nashville, Tennessee 37215

DURABLE POWER OF ATTORNEY FOR CLIFTON POWELL JOHNSON

I, Clifton Powell Johnson, the principal and currently domiciled in Davidson County, Tennessee, do hereby constitute and appoint Andrew Clifton Johnson as my attorney-in-fact. If Andrew Clifton Johnson shall die or shall become incapable or shall fail for any other reason to serve as my attorney-in-fact, I hereby constitute and appoint Melody Anne Johnson as my attorney-in-fact. The person who is authorized to act hereunder as my attorney-in-fact is appointed for the purposes and with the powers hereinafter stated, and such person is hereinafter called "my Agent."

Revocation of Prior General Powers of Attorney. I hereby revoke any prior general powers of attorney executed by me.

Durable Power. Pursuant to Tennessee Code Annotated section 34-6-102, this power of attorney shall not be affected by subsequent disability or incapacity of the principal.

General Grant of Power. I do hereby empower and grant to my Agent, for me and in my name, stead and behalf, to do all acts that a principal could do; to exercise or perform any act, power, duty, right or obligation whatsoever that I now have or may hereafter acquire, relating to any person, matter, transaction or property, real or personal, tangible or intangible, now owned or hereafter acquired by me, wherever the same may be situated, and in whatsoever manner my Agent may, in fact, consider advisable; to act generally and specifically as my Agent in all matters in which I may now be, or hereafter become, interested or concerned; in my name and behalf to execute any instruments in writing; and to do all such acts and things as fully and effectually in all respects, and to all of the same intents and purposes, as I myself could do by my own hand, or in my own person, if present and acting.

Specifically Enumerated Powers. Without in any manner intending to limit the general powers hereinabove conferred, I do specifically empower my Agent, from time to time, and as often as my Agent may see fit, either in person or by means of a third person or persons (when specifically empowered to act by my Agent), to do and perform any of the following specific acts, which shall be in addition to the powers granted to an agent pursuant to Tennessee Code Annotated Section 34-6-109, as amended from time to time, which I hereby incorporate herein by reference:

1. **Sell Property.** To sell any and every kind of property that I may own now or in the future, whether real, personal, tangible, intangible or mixed, including (without being limited to) contingent and expectant interests, marital rights and any rights of survivorship incident to joint tenancy or tenancy by the entirety, upon such terms and conditions and security as my Agent shall deem appropriate, and to grant options with respect to sales thereof.

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2. **Buy Property.** To buy any and every kind of property, whether real, personal, tangible, intangible or mixed, upon such terms and conditions as my Agent shall deem appropriate; to obtain options with respect to such purchases; to arrange for appropriate disposition, use, safekeeping and/or insuring of any such property purchased by my Agent.

3. **Receive Money Derived from Property.** To receive all rents, dividends, interest, proceeds of sale, distributions and other moneys derived from any property or business of any kind now or hereafter belonging to me or that may accrue, or be owing, to me from any source or on any account.

4. **Enter Into Obligations and Pay Personal and Property Expenses for Me.** To obligate me, and to pay, for all costs and expenses that my Agent may deem necessary for my health, maintenance, support, comfort, and general welfare, and for all improvements, repairs, insurance, taxes, commissions, fees, salaries, wages and other expenses that my Agent may deem necessary or desirable to be paid for the maintenance of my home and any other residential or vacation properties owned by me.

5. **Enter Into Obligations and Pay Business Expenses.** To obligate me, and to pay, for all repairs, insurance, taxes, commissions, fees, salaries, wages and other expenses that my Agent may deem necessary or desirable to be paid in relation to any properties or businesses.

6. **Participate in Legal Proceedings.** To institute, supervise, prosecute, carry on and defend, intervene in, abandon, dismiss, appeal from and compromise any and all legal, equitable, or administrative actions or proceedings involving me or any property or business in which I may have a direct or beneficial interest in any way, including, but not limited to, claims by or against me arising out of property damages or personal injuries suffered by or caused by me or under such circumstances that any loss resulting therefrom will or may fall on me, and otherwise to participate in any litigation involving me, my property or any interest of mine, whether directly or indirectly.

7. **Compromise Claims.** To arbitrate, settle and compromise any claims which I may have against other parties or which may arise against me, including claims respecting taxes of any character due, or claimed to be due, to any governmental authority.

8. **Give Receipts and Discharge Indebtedness.** To collect and receive and give receipts for, any property, security for property, debts, settlements or anything whatsoever owing to me (and for the purpose of receiving any Social Security benefits to which I may be entitled, my Agent is hereby appointed my "Representative Payee"), and regardless of the individual or public or private entity involved, to satisfy and discharge, of record, any lien now or hereafter standing in my name or securing any obligation owing to me.

9. **Deposit Funds in Financial Institution.** To deposit any funds to which I may be or become entitled to my credit or for my account in any bank, trust company, savings and loan association, credit union, brokerage firm or other financial or thrift institution (hereinafter any of such organizations are referred to as a "Financial Institution") and to contract for any services rendered by any Financial Institution.

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10. **Withdraw Funds on Deposit.** To withdraw funds deposited by me or by my Agent for my account in any Financial Institution and to make appropriate arrangements for any such withdrawal by check signed by my Agent in my name, or by any other appropriate means, all as my Agent may deem fit.

11. **Make Investments.** To invest and reinvest all or any part of my property or interest of any kind in any property or interests (including undivided interests) in property, real, personal, intangible or mixed, wherever located, including, without being limited to, commodities contracts of all kinds, securities of all kinds, bonds (including United States Government bonds redeemable at par in payment of United States estate taxes imposed at my death), debentures, notes (secured or unsecured), stocks of corporations regardless of class, interests in limited (or general) partnerships, real estate or any interest in real estate, whether or not productive at the time of investment, interests in trusts, investment trusts, whether of the open and/or closed fund types, and participation in common, collective or pooled trust funds or annuity contracts, all without any such investment or reinvestment being limited in any respect by any statute or rule of law concerning investments by fiduciaries; to sell (including short sales) and terminate any investments whether made by me or my Agent; and to establish, utilize and terminate checking, savings and money market accounts with any Financial Institution.

12. **Deal With Real and Tangible Personal Property.** With respect to real or tangible personal property (including but not limited to real or tangible property that I own or that I, or my Agent for my account, may hereafter acquire or receive): to buy or sell the same or to lease or sublease to, or from, others upon such terms and conditions and for such lengths of time as my Agent may deem advisable, even though the same may extend beyond my life; to eject, remove and relieve tenants or other persons from, and recover possession of, by all lawful means; to insure; to accept real or tangible personal property as a gift or as security for a loan; to collect, sue for, receive and give receipt for rents and profits and to conserve, invest or utilize any and all of such rents, profits and receipts for the purposes described herein; to do any act of management and conservation, to pay, to compromise, or to contest tax assessments and to apply for refunds in connection therewith; to hire assistance and labor; to subdivide, develop, dedicate to public use without consideration, and/or dedicate easements over; to maintain, protect, repair, preserve, insure, build upon, demolish, alter or improve all or any part thereof; to obtain or vacate plats and adjust boundaries; to adjust differences in valuation on exchange or partition by giving or receiving consideration; to release or partially release real or tangible personal property from a lien; and to insert on any exhibit to this instrument the descriptions of any real or tangible personal property in which I may now have or hereafter acquire an interest.

13. **Delegate Investment Discretion.** To delegate investment discretion with respect to any of my property and assets to a third party or parties; and, if my Agent deems it appropriate or desirable, to pay such third party or parties for services.

14. **Incur Indebtedness.** To incur indebtedness in my name and execute any evidence thereof and give security therefor by way of pledge, mortgage or other form of hypothecation, including, without limitation, indebtedness incurred for any purpose upon any life insurance policies owned by me and to grant a security interest in any such policies; and no insurance company shall be under any obligation whatsoever to determine the need for such loan or the application of the proceeds by my Agent.

15. **Vote Securities and Represent My Interest in Property**. To vote at all meetings of the holders of any stock or securities of any incorporated or unincorporated company or association, and otherwise to act as my proxy or representative in respect of any shares of capital stock or indebtedness or other interest therein now held or which may hereafter be acquired by me therein or in respect to any general or limited partnership, joint venture, trust or estate in which I may have any beneficial interest.

16. **Represent My Interest in Any Business**. To engage in, continue, dispose of or terminate any business, including farming and timbering, as a partner (general or limited) or as a sole proprietor; to incorporate or join with others in incorporating any business, property or assets of mine; and to make changes from time to time, by organization, incorporation, sale, exchange, reorganization or dissolution of any character, in the style or form of the ownership or the conduct of any business or venture.

17. **Execute Proxies**. To execute proxies and to permit others to take any such action.

18. **Give Notice and Exercise Options**. To give any notices and exercise any options in my name.

19. **Employ Others**. To employ employees, accountants, attorneys at law, investment advisors, and others, and pay them reasonable compensation.

20. **Endorse Securities or Other Legal Paper**. To endorse for transfer or redemption, in my name and on my behalf, any certificate of stock, promissory note, bond or other security or paper evidencing any interest in a corporation, association, partnership, joint venture, trust, mutual fund, regulated investment company, estate or other property.

21. **Create Revocable Management Trust For My Lifetime**. To create, amend, revoke, or terminate an inter vivos revocable trust for the lifetime management of any of my property for my benefit, and that provides for the remainder interest therein at my death to be paid over to my probate estate, and that grants the trustee(s) (who may either be my Agent designated hereunder or any other party selected by my Agent) all of the rights, powers and authority granted to my Agent hereunder, as well as all of the rights, powers and authority of a trustee under the Tennessee Uniform Trust Code, as amended from time to time.

22. **Take Action and Exercise Powers As Grantor or Beneficiary of Existing Trust or Estate**. To take any action which I might take or exercise any power which I might have as a grantor or beneficiary of any existing trust or estate (including, without limitation, disclaiming any interest I may have in any trust or estate, and withdrawing any income and/or principal from any revocable trust created prior to or after the execution of this power).

23. **Pay Existing Charitable Commitments.** To pay all pledges, subscriptions or other commitments, oral or written, which my Agent shall deem shall have been made by me (whether before or after execution hereof) to, or for the benefit of, any church or other religious organization, any educational organization, any community chest fund, or foundation or united appeal in which any such organization shall participate, any hospital and

any other eleemosynary institution, whether or not the same shall be exempt under Section 501(c)(3) of the United States Internal Revenue Code of 1986, as amended (the "Code").

24. **Make Additional Charitable Commitments.** To make pledges, subscriptions or commitments, oral or in writing, to or for the benefit of any church or other religious organization, any educational organization, any community chest fund or foundation or united appeal in which any such organization shall participate, any hospital and any other eleemosynary institution which my Agent may believe to be exempt under Section 501(c)(3) of the Code, or be otherwise entitled to the benefit of any deduction allowed by Section 170 of the Code, in amounts which shall, in the opinion of my Agent, correspond with the amounts which I have heretofore given or am currently giving, together with any increase therein which my Agent may determine I would have made had I been made acquainted with the facts which my Agent believes would justify any such increase.

25. **Make Gifts to Spouse.** To make gifts to my spouse that would qualify for a marital deduction under Section 2523 of the Code, it being my intention that, if my Agent is my spouse, gifts may be made by my Agent to my Agent; provided, however, that if my Agent is my spouse, gifts to my spouse in any one calendar year shall be limited to an amount the greater of (1) an amount equal to twice the annual exclusion under Section 2503(b) of the Code, and (2) the amount necessary to bring my spouse's estate up to the maximum amount that could be transferred by my spouse free of estate taxes because of the applicable exclusion amount under Section 2010 of the Code (the "applicable exclusion amount"), but not to exceed an amount equal to the amount by which my estate exceeds my available applicable exclusion amount.

26. **Make Annual Exclusion Gifts.** To make annual gifts up to an amount per person equal to the annual exclusion under Section 2503(b) of the Code, or, in the event I am married at the time of such gifts, to make annual gifts up to an amount per person equal to twice the annual exclusion under Section 2503(b) of the Code and to consent, with my spouse, to such gifts pursuant to Section 2513 of the Code, with the limitation that such gifts under this power shall be made only to or for the benefit of any one or more of the following: my spouse and any lineal descendant of mine, it being my intention that, if my Agent is one of the foregoing persons, a gift may be made by my Agent to my Agent; provided, however, in making gifts to my Agent, my Agent is further limited each year to an amount equal to the sum of (1) the amount which would not be a release of a power of appointment under Section 2514(e) if my Agent failed to exercise the power given under this paragraph, and (2) the amount of the annual exclusion available to my Agent under Section 2503(b) of the Code.

27. **Make "Qualified Transfer" Gifts to Educational Institutions or for Medical Care.** To make gifts or transfers to educational institutions or for medical care which will constitute "qualified transfers" under Section 2503(e) of the Code for the benefit of persons to whom annual exclusion gifts may be given as provided in paragraph 26.

28. **Access Safekeeping.** To contract with any institutions for the maintenance of a safe deposit box or boxes in my name or in the name of my Agent for my account; to have access to all safe deposit boxes, safes or other means of keeping safe, securities, documents or other property, for any purpose for which my Agent may deem it desirable in order to exercise any power herein conferred on my Agent, whether or not authority for access to any

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such means of safekeeping shall have been theretofore given by me (either alone or jointly with others) to my Agent.

29. **Provide Representation in Tax Matters.** To represent me in all tax matters of every kind and description; to prepare, sign, and file federal, state, and/or local income, gift and other tax returns of all kinds, including joint returns, FICA returns, payroll tax returns, claims for refunds, requests for extensions of time, petitions to the United States Tax Court or other courts regarding tax matters, and any and all other tax related documents, including but not limited to consents and agreements under Section 2032A of the Code or any successor section thereto and consents to split gifts, closing agreements and any power of attorney forms required by the Internal Revenue Service and/or any state and/or local taxing authority with respect to any tax year; to pay taxes due, collect and make such disposition of refunds as my Agent shall deem appropriate; to post bonds, receive confidential information and contest deficiencies determined by the Internal Revenue Service and/or any state and/or local taxing authority; to exercise any elections I may have under federal, state or local tax law; and generally to represent me or obtain professional representation for me in all tax matters and proceedings of all kinds and for all periods, before all officers of the Internal Revenue Service and state and local taxing authorities; to engage, compensate and discharge attorneys, accountants and other tax and financial advisers and consultants to represent and/or assist me in connection with any and all tax matters involving or in any way related to me or any property in which I have or may have any interest or responsibility.

30. **Exercise Certain Ministerial Functions as a Fiduciary.** To do any act for me in my capacity as personal representative of any will or as trustee of any trust, or in any other fiduciary capacity, which is necessary or desirable in the ordinary course of administration of any such estate or trust, and which may involve no more than the discharge of any duty absolutely imposed on me in any fiduciary capacity which must be certainly performed, such as the collection or endorsement of checks or disbursement of funds, etc., but which does not involve the exercise of any discretionary authority, the performance or exercise of which may not be delegated by me to any other person.

31. **Exercise and Release Powers of Appointment and Execute Disclaimers of Property.** To exercise, or release, powers of appointment, in whole or in part, and to execute and deliver a disclaimer(s) of property or right therein, in whole or in part, under Section 2518 of the Code and Tennessee Code Annotated 31-1-103, as amended, or any other corresponding statute.

32. **Handle My Mail, Documents and Animals.** To open, read, respond to and redirect my mail; to represent me before the U.S. Postal Service in all matters relating to mail service; to establish, cancel, continue or initiate my membership in organizations and associations of all kinds; to take and give or deny custody of all of my important documents, including but not limited to my will, codicils, trust agreements, deeds, leases, life insurance policies, contracts and securities and to disclose or refuse to disclose such documents; to obtain and release or deny information or records of all kinds relating to me, any interest of mine or to any person for whom I am responsible; to house or provide for housing, support and maintenance of any animals or other living creatures that I may own and to contract for and pay the expenses of their proper veterinary care and treatment; and if the care and maintenance of such animals or other living creatures shall become unreasonably expensive or burdensome in my Agent's

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opinion, to irrevocably transfer such animals to some person or persons, organization or organizations, willing to care for and maintain them.

33. **Handle My Living Accommodations**. To do all acts necessary for maintaining my customary standard of living, to provide living quarters for me by purchase, lease or other arrangement, or by payment of the operating costs of my existing living quarters, including interest, amortization payments, repairs and taxes; to provide nurses and sitters and normal domestic help for the operation of my household, to provide clothing, transportation, medicine, food and incidentals, and if necessary to make all necessary arrangements, contractual or otherwise, for me at any hospital, hospice, nursing home, convalescent home or similar establishment; and if, in the judgment of my Agent, I will never be able to return to my living quarters from a hospital, hospice, nursing home, convalescent home or similar establishment, to lease, sublease or assign my interest as lessee in any lease or protect or sell or otherwise dispose of my living quarters (investing the proceeds thereof as my Agent deems appropriate) for such price and upon such terms, conditions and security, if any, as my Agent shall deem appropriate; and to store and safeguard or sell for such price and upon such terms, conditions and security, if any, as my Agent shall deem appropriate or otherwise dispose of any items of tangible personal property remaining in my living quarters which my Agent believes I will never need again (and pay all costs thereof).

34. **Make Health Care Decisions on My Behalf**. Except as otherwise specifically provided in an Advance Directive for Health Care or Living Will of mine, to make health care decisions for me if and when I am unable to make my own health care decisions, including the power to consent to giving, withholding or stopping any health care, health treatment, health service, diagnostic procedure, artificially provided nutrition or hydration, or life-sustaining procedure; to talk with health care personnel, obtain information and sign forms necessary to carry out such decisions, as well as to execute authorizations for medical treatment and for the administration of drugs, therapy, testing, radiological testing, anesthetic drugs and devices, surgery, cosmetic surgery, reconstructive surgery, blood transfusions, and in general for any type of medical treatment administered by any practitioner of the healing arts (including but without limitation to physicians, registered nurses, licensed practical nurses, therapists, allied health professionals, home health agencies, psychiatric doctors and psychologists) and to do all such acts and things as fully and effectually in all respects, and to all of the same intents and purposes, as I myself could do by my own hand, or in my own person, if able and acting.

35. **Release of Health Care Information**. This power of attorney authorizes my Agent to make various property-related and other decisions on my behalf, some of which may involve making a determination relating to my health or the use of certain health care information. Accordingly, I hereby authorize all hospitals, physicians, other health care providers, skilled nursing facilities, assisted living facilities, and other health care providers from whom I have received health care services to release all information about me in their possession, including all medical records, diagnosis and treatment information, all billing records, and all information regarding collections from third parties to my Agent named in this instrument for the purpose of exercising the authority contained in this power of attorney. The authorization contained in this paragraph shall terminate upon the earlier of my death or the revocation of this instrument. I understand that (i) the information referred to in this paragraph is protected under federal law, (ii) I may refuse to sign this instrument which contains the above authorization, (iii) I have the right to revoke this authorization in writing, (iv) any revocation will

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be effective only to the extent that action has not been taken in reliance of my prior authorization, (v) by signing this instrument, I recognize that the protected health information used or disclosed pursuant to this authorization may be subject to re-disclosure by the recipient of this disclosure and may no longer be protected under federal law, (vi) treatment or payment will not be based on my signing this authorization, and (vii) I have retained a copy of this authorization. This paragraph shall be construed so that my Agent is considered to be a personal representative under privacy regulations relating to Protected Health Information (PHI) and for my Agent to be entitled to all health information in the same manner as if I personally were making the request. Accordingly, I confirm that, in connection therewith, my Agent shall be treated as my "personal representative" for all purposes as provided by Regulation Section 164.502(g) of Title 45 of the Code of Federal Regulations and the medical information privacy law and regulations generally referred to as "HIPAA."

36. **Nominate Fiduciaries.** To nominate and/or petition for the appointment of my Agent or any person my Agent deems appropriate as primary, successor or alternate guardian, guardian ad litem or conservator or to any fiduciary office (all of such offices of guardian, et al., being hereinafter referred to as "Personal Representative") representing me or any interest of mine or any person for whom I may have a right or duty to nominate or petition for such appointment; to grant to any such Personal Representative all of the powers under applicable law that I am permitted to grant; and to waive any bond requirements for such Personal Representative that I am permitted by law to waive.

37. **Deal with Life Insurance Policies and Retirement Accounts.** To make any decisions pertaining to any life insurance policies I own and any account held for my benefit pursuant to any plan or arrangement that is established under one or more of Sections 408, 408A, 457, 403 or 401 (or similar provisions) of the Code, including, without limitation, changing the owner or the beneficiary thereof, borrowing against the value of such policies, and/or converting or surrendering such policies.

38. **Execute Legal Instruments.** For the purpose of exercising the aforesaid powers, or any of them, to execute, guarantee, endorse and deliver on my behalf all checks, notes, contracts, transfers, assignments, leases, releases, deeds, mortgages, powers of attorney and appointments of agents, and other legal instruments in writing, whether with or without covenants of warranty, and whether with or without seal, of whatsoever nature my Agent may deem advisable.

39. **Carry Out and Enforce Powers Granted Herein.** In connection with the exercise of the powers herein described, my Agent is fully authorized and empowered to perform any acts and things and to execute and deliver any documents, instruments, and papers necessary, appropriate, incident or convenient to such exercise or exercises, to seek on my behalf and at my expense, including, without limitation, the following:

(a) A declaratory judgment from any court of competent jurisdiction interpreting the validity of any or all acts authorized by this instrument, but such declaratory judgment shall not be necessary in order for my Agent to perform any act authorized by this instrument;

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(b) A mandatory injunction requiring compliance with my Agent's instructions by any person, organization, corporation or other entity obligated to comply with instructions given by me; and

(c) Actual and punitive damages against any person, organization, corporation or other entity obligated to comply with instructions given by me who negligently or willfully fails or refuses to follow such instructions.

40. **Delegate to a Third Person Any of the Powers Granted Herein.** To delegate any or all of the powers I have granted herein to my Agent to a third person (including, if applicable, one of the persons appointed to serve jointly as my Agent under this power of attorney in the event such persons are otherwise required to act together with respect to any matter hereunder), upon such terms and conditions and for such duration as my Agent may deem appropriate from time to time, regardless of whether such powers constitute ministerial or discretionary powers, so that such third person selected by my Agent shall be authorized to act as "my Agent" hereunder just as if I had originally appointed such third person herein to perform the powers granted to such third person by my Agent; such delegation shall be done by a written instrument executed by my Agent that shall be attached as an exhibit to this power of attorney.

Indemnity of Persons Relying Upon My Agent. For the purpose of inducing all persons, organizations, corporations and entities, including, but not limited to, any physician, hospital, bank, broker, custodian, insurer, lender, transfer agent, taxing authority, governmental agency, or party to act in accordance with the instructions of my Agent given in this instrument, I hereby represent, warrant and agree that:

(a) If this instrument is revoked or amended for any reason, I, my estate, my heirs, successors and assigns will hold any person, organization, corporation or entity (hereinafter referred to in the aggregate as "Person") harmless from any loss suffered, or liability incurred by such Person in acting in accordance with the instructions of my Agent acting under this instrument prior to the receipt by such Person of actual notice of any such revocation or amendment;

(b) The powers conferred on my Agent by this instrument may be exercised by my Agent alone and my Agent's signature or act under the authority granted in this instrument may be accepted by Persons as fully authorized by me and with the same force and effect as if I were personally present, competent, and acting on my own behalf. Consequently, all acts lawfully done by my Agent hereunder are done with my consent and shall have the same validity and effect as if I were personally present and personally exercised the powers myself, and shall inure to the benefit of and bind me and my heirs, assigns and personal representatives;

(c) No Person who acts in reliance upon any representations my Agent may make as to (i) the fact that my Agent's powers are then in effect, (ii) the scope of my Agent's authority granted under this instrument, (iii) my competency at the time this instrument is executed, (iv) the fact that this instrument has not been revoked, or (v) the fact that my Agent continues to serve as my Agent shall incur any liability to me, my estate, my heirs or assigns for permitting my Agent to exercise any such authority, nor shall any Person who deals with my Agent be responsible to determine or insure the proper application of funds or property; and

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(d) All Persons from whom my Agent may request information regarding me, my personal or financial affairs or any information which I am entitled to receive are hereby authorized to provide such information to my Agent without limitation and are released from any legal liability whatsoever to me, my estate, my heirs and assigns for complying with my Agent's requests.

Records of Receipts and Disbursements and Disclosure Thereof. My Agent shall keep records of receipts, disbursements and transactions made by my Agent on my behalf and shall disclose such records upon request to any person who is named as a successor Agent hereunder. I do not expect my Agent to maintain a formal written accounting but merely to maintain the records of receipts, disbursements and transactions made by my Agent so that a written accounting could be generated, if desired by any interested party, from such records.

No Compensation. My Agent shall not be entitled to compensation for serving as my Agent, but my Agent shall be entitled to be reimbursed for all expenses reasonably incurred by such Agent in the administration of my property or the conduct of my affairs.

Duties of My Agent. My Agent shall assume certain duties when my Agent affirmatively acts hereunder, such as a duty to act in my best interest and in accordance with what would be my expectations; to act in good faith; to act only within the scope of authority granted herein; to act loyally for my benefit; to act so as not to create any conflict of interest that impairs my Agent's ability to act impartially in my best interest; and to act with the care, competence, and diligence ordinarily exercised in similar circumstances. Given these duties of my Agent, it is my intent that (1) my Agent shall only have such duties to the extent that my Agent affirmatively exercises authority to act hereunder with respect to any particular power granted to my Agent hereunder; (2) my Agent shall be entitled to handle my financial affairs in the same manner I have handled my financial affairs prior to my Agent assuming responsibility for my financial affairs (i.e., I do not intend to be imposing any trustee-type "prudent investor" standard on my Agent); and (3) my Agent shall only have liability for a breach of any such duty to the extent that my Agent acts dishonestly, with an improper motive, or with reckless indifference to the purposes of this power of attorney or my best interest.

Death. My death shall not revoke or terminate this power of attorney as to my Agent or any other person who, without actual knowledge of my death, acts in good faith under this power of attorney. Any action so taken, unless otherwise invalid or unenforceable, shall be binding upon me and my heirs, devisees and personal representatives.

Incapacity of Agent. The incapacity of an individual to serve as an Agent hereunder shall be determined by the attending physician of such individual, and a determination of incapacity shall be evidenced by a written statement from such attending physician indicating that such individual does not have the mental or physical capacity to serve as my Agent hereunder.

Amendment and Revocation. This instrument may be amended or revoked by me, and my Agent may be removed by me at any time by the execution by me of a written instrument of revocation, amendment, or removal delivered to my Agent. If this instrument has been recorded in the public records, then the instrument of revocation, amendment or removal shall be filed or recorded in the same public records. My Agent may resign by the execution of a

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written resignation delivered to me or, if I am mentally incapacitated, by delivery to any person with whom I am residing or who has the care and custody of me.

Unenforceable Provisions. If any part of any provision of this instrument shall be invalid or unenforceable under applicable law, such part shall be ineffective to the extent of such invalidity only, without in any way affecting the remaining parts of such provision or the remaining provisions of this instrument.

Governing Law. This instrument shall be governed by the laws of the State of Tennessee in all respects, including its validity, construction, interpretation and termination, and to the extent permitted by law shall be applicable to all property of mine, real, personal, intangible or mixed, wherever and in whatever state of the United States or foreign country the situs of such property is at any time located and whether such property is now owned by me or hereafter acquired by me or for me by my Agent.

Headings. The headings describing the powers granted herein are for illustrative purposes only and are in no way meant to limit or otherwise circumscribe the powers set forth herein.

Photo Copies. My Agent is 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.

IN WITNESS WHEREOF, I have hereunto set my hand and seal on this the 8 day of May, 2019.

Clifton Powell Johnson

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

I, a Notary Public in and for said county in said state, hereby certify that Clifton Powell Johnson, whose name is signed to the foregoing power of attorney, and who is known to me, acknowledged before me on this day that, being informed of the contents of said power of attorney, he executed the same voluntarily on the day the same bears date.

Given under my hand and official seal of office this 8 day of May, 2019.

Notary Public

[NOTARIAL SEAL] BRIAN S SHELTON STATE OF TENNESSEE NOTARY PUBLIC COUNTY OF WILLIAMSON

My Commission expires 11/6/2021

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"Exhibit B"

Prepared by:
Carter Shelton, PLC
2021 Richard Jones Road, Suite 240
Nashville, Tennessee 37215

DURABLE POWER OF ATTORNEY FOR MARGRET ANN JOHNSON

I, Margret Ann Johnson, the principal and currently domiciled in Davidson County, Tennessee, do hereby constitute and appoint Andrew Clifton Johnson as my attorney-in-fact. If Andrew Clifton Johnson shall die or shall become incapable or shall fail for any other reason to serve as my attorney-in-fact, I hereby constitute and appoint Melody Anne Johnson as my attorney-in-fact. The person who is authorized to act hereunder as my attorney-in-fact is appointed for the purposes and with the powers hereinafter stated, and such person is hereinafter called "my Agent."

Revocation of Prior General Powers of Attorney. I hereby revoke any prior general powers of attorney executed by me.

Durable Power. Pursuant to Tennessee Code Annotated section 34-6-102, this power of attorney shall not be affected by subsequent disability or incapacity of the principal.

General Grant of Power. I do hereby empower and grant to my Agent, for me and in my name, stead and behalf, to do all acts that a principal could do; to exercise or perform any act, power, duty, right or obligation whatsoever that I now have or may hereafter acquire, relating to any person, matter, transaction or property, real or personal, tangible or intangible, now owned or hereafter acquired by me, wherever the same may be situated, and in whatsoever manner my Agent may, in fact, consider advisable; to act generally and specifically as my Agent in all matters in which I may now be, or hereafter become, interested or concerned; in my name and behalf to execute any instruments in writing; and to do all such acts and things as fully and effectually in all respects, and to all of the same intents and purposes, as I myself could do by my own hand, or in my own person, if present and acting.

Specifically Enumerated Powers. Without in any manner intending to limit the general powers hereinabove conferred, I do specifically empower my Agent, from time to time, and as often as my Agent may see fit, either in person or by means of a third person or persons (when specifically empowered to act by my Agent), to do and perform any of the following specific acts, which shall be in addition to the powers granted to an agent pursuant to Tennessee Code Annotated Section 34-6-109, as amended from time to time, which I hereby incorporate herein by reference:

1. **Sell Property.** To sell any and every kind of property that I may own now or in the future, whether real, personal, tangible, intangible or mixed, including (without being limited to) contingent and expectant interests, marital rights and any rights of survivorship incident to joint tenancy or tenancy by the entirety, upon such terms and conditions and security as my Agent shall deem appropriate, and to grant options with respect to sales thereof.

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2. **Buy Property.** To buy any and every kind of property, whether real, personal, tangible, intangible or mixed, upon such terms and conditions as my Agent shall deem appropriate; to obtain options with respect to such purchases; to arrange for appropriate disposition, use, safekeeping and/or insuring of any such property purchased by my Agent.

3. **Receive Money Derived from Property.** To receive all rents, dividends, interest, proceeds of sale, distributions and other moneys derived from any property or business of any kind now or hereafter belonging to me or that may accrue, or be owing, to me from any source or on any account.

4. **Enter Into Obligations and Pay Personal and Property Expenses for Me.** To obligate me, and to pay, for all costs and expenses that my Agent may deem necessary for my health, maintenance, support, comfort, and general welfare, and for all improvements, repairs, insurance, taxes, commissions, fees, salaries, wages and other expenses that my Agent may deem necessary or desirable to be paid for the maintenance of my home and any other residential or vacation properties owned by me.

5. **Enter Into Obligations and Pay Business Expenses.** To obligate me, and to pay, for all repairs, insurance, taxes, commissions, fees, salaries, wages and other expenses that my Agent may deem necessary or desirable to be paid in relation to any properties or businesses.

6. **Participate in Legal Proceedings.** To institute, supervise, prosecute, carry on and defend, intervene in, abandon, dismiss, appeal from and compromise any and all legal, equitable, or administrative actions or proceedings involving me or any property or business in which I may have a direct or beneficial interest in any way, including, but not limited to, claims by or against me arising out of property damages or personal injuries suffered by or caused by me or under such circumstances that any loss resulting therefrom will or may fall on me, and otherwise to participate in any litigation involving me, my property or any interest of mine, whether directly or indirectly.

7. **Compromise Claims.** To arbitrate, settle and compromise any claims which I may have against other parties or which may arise against me, including claims respecting taxes of any character due, or claimed to be due, to any governmental authority.

8. **Give Receipts and Discharge Indebtedness.** To collect and receive and give receipts for, any property, security for property, debts, settlements or anything whatsoever owing to me (and for the purpose of receiving any Social Security benefits to which I may be entitled, my Agent is hereby appointed my "Representative Payee"), and regardless of the individual or public or private entity involved, to satisfy and discharge, of record, any lien now or hereafter standing in my name or securing any obligation owing to me.

9. **Deposit Funds in Financial Institution.** To deposit any funds to which I may be or become entitled to my credit or for my account in any bank, trust company, savings and loan association, credit union, brokerage firm or other financial or thrift institution (hereinafter any of such organizations are referred to as a "Financial Institution") and to contract for any services rendered by any Financial Institution.

10. **Withdraw Funds on Deposit.** To withdraw funds deposited by me or by my Agent for my account in any Financial Institution and to make appropriate arrangements for any such withdrawal by check signed by my Agent in my name, or by any other appropriate means, all as my Agent may deem fit.

11. **Make Investments.** To invest and reinvest all or any part of my property or interest of any kind in any property or interests (including undivided interests) in property, real, personal, intangible or mixed, wherever located, including, without being limited to, commodities contracts of all kinds, securities of all kinds, bonds (including United States Government bonds redeemable at par in payment of United States estate taxes imposed at my death), debentures, notes (secured or unsecured), stocks of corporations regardless of class, interests in limited (or general) partnerships, real estate or any interest in real estate, whether or not productive at the time of investment, interests in trusts, investment trusts, whether of the open and/or closed fund types, and participation in common, collective or pooled trust funds or annuity contracts, all without any such investment or reinvestment being limited in any respect by any statute or rule of law concerning investments by fiduciaries; to sell (including short sales) and terminate any investments whether made by me or my Agent; and to establish, utilize and terminate checking, savings and money market accounts with any Financial Institution.

12. **Deal With Real and Tangible Personal Property.** With respect to real or tangible personal property (including but not limited to real or tangible property that I own or that I, or my Agent for my account, may hereafter acquire or receive): to buy or sell the same or to lease or sublease to, or from, others upon such terms and conditions and for such lengths of time as my Agent may deem advisable, even though the same may extend beyond my life; to eject, remove and relieve tenants or other persons from, and recover possession of, by all lawful means; to insure; to accept real or tangible personal property as a gift or as security for a loan; to collect, sue for, receive and give receipt for rents and profits and to conserve, invest or utilize any and all of such rents, profits and receipts for the purposes described herein; to do any act of management and conservation, to pay, to compromise, or to contest tax assessments and to apply for refunds in connection therewith; to hire assistance and labor; to subdivide, develop, dedicate to public use without consideration, and/or dedicate easements over; to maintain, protect, repair, preserve, insure, build upon, demolish, alter or improve all or any part thereof; to obtain or vacate plats and adjust boundaries; to adjust differences in valuation on exchange or partition by giving or receiving consideration; to release or partially release real or tangible personal property from a lien; and to insert on any exhibit to this instrument the descriptions of any real or tangible personal property in which I may now have or hereafter acquire an interest.

13. **Delegate Investment Discretion.** To delegate investment discretion with respect to any of my property and assets to a third party or parties; and, if my Agent deems it appropriate or desirable, to pay such third party or parties for services.

14. **Incur Indebtedness.** To incur indebtedness in my name and execute any evidence thereof and give security therefor by way of pledge, mortgage or other form of hypothecation, including, without limitation, indebtedness incurred for any purpose upon any life insurance policies owned by me and to grant a security interest in any such policies; and no insurance company shall be under any obligation whatsoever to determine the need for such loan or the application of the proceeds by my Agent.

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15. **Vote Securities and Represent My Interest in Property**. To vote at all meetings of the holders of any stock or securities of any incorporated or unincorporated company or association, and otherwise to act as my proxy or representative in respect of any shares of capital stock or indebtedness or other interest therein now held or which may hereafter be acquired by me therein or in respect to any general or limited partnership, joint venture, trust or estate in which I may have any beneficial interest.

16. **Represent My Interest in Any Business**. To engage in, continue, dispose of or terminate any business, including farming and timbering, as a partner (general or limited) or as a sole proprietor; to incorporate or join with others in incorporating any business, property or assets of mine; and to make changes from time to time, by organization, incorporation, sale, exchange, reorganization or dissolution of any character, in the style or form of the ownership or the conduct of any business or venture.

17. **Execute Proxies**. To execute proxies and to permit others to take any such action.

18. **Give Notice and Exercise Options**. To give any notices and exercise any options in my name.

19. **Employ Others**. To employ employees, accountants, attorneys at law, investment advisors, and others, and pay them reasonable compensation.

20. **Endorse Securities or Other Legal Paper**. To endorse for transfer or redemption, in my name and on my behalf, any certificate of stock, promissory note, bond or other security or paper evidencing any interest in a corporation, association, partnership, joint venture, trust, mutual fund, regulated investment company, estate or other property.

21. **Create Revocable Management Trust For My Lifetime**. To create, amend, revoke, or terminate an inter vivos revocable trust for the lifetime management of any of my property for my benefit, and that provides for the remainder interest therein at my death to be paid over to my probate estate, and that grants the trustee(s) (who may either be my Agent designated hereunder or any other party selected by my Agent) all of the rights, powers and authority granted to my Agent hereunder, as well as all of the rights, powers and authority of a trustee under the Tennessee Uniform Trust Code, as amended from time to time.

22. **Take Action and Exercise Powers As Grantor or Beneficiary of Existing Trust or Estate**. To take any action which I might take or exercise any power which I might have as a grantor or beneficiary of any existing trust or estate (including, without limitation, disclaiming any interest I may have in any trust or estate, and withdrawing any income and/or principal from any revocable trust created prior to or after the execution of this power).

23. **Pay Existing Charitable Commitments.** To pay all pledges, subscriptions or other commitments, oral or written, which my Agent shall deem shall have been made by me (whether before or after execution hereof) to, or for the benefit of, any church or other religious organization, any educational organization, any community chest fund, or foundation or united appeal in which any such organization shall participate, any hospital and

any other eleemosynary institution, whether or not the same shall be exempt under Section 501(c)(3) of the United States Internal Revenue Code of 1986, as amended (the "Code").

24. **Make Additional Charitable Commitments.** To make pledges, subscriptions or commitments, oral or in writing, to or for the benefit of any church or other religious organization, any educational organization, any community chest fund or foundation or united appeal in which any such organization shall participate, any hospital and any other eleemosynary institution which my Agent may believe to be exempt under Section 501(c)(3) of the Code, or be otherwise entitled to the benefit of any deduction allowed by Section 170 of the Code, in amounts which shall, in the opinion of my Agent, correspond with the amounts which I have heretofore given or am currently giving, together with any increase therein which my Agent may determine I would have made had I been made acquainted with the facts which my Agent believes would justify any such increase.

25. **Make Gifts to Spouse.** To make gifts to my spouse that would qualify for a marital deduction under Section 2523 of the Code, it being my intention that, if my Agent is my spouse, gifts may be made by my Agent to my Agent; provided, however, that if my Agent is my spouse, gifts to my spouse in any one calendar year shall be limited to an amount the greater of (1) an amount equal to twice the annual exclusion under Section 2503(b) of the Code, and (2) the amount necessary to bring my spouse's estate up to the maximum amount that could be transferred by my spouse free of estate taxes because of the applicable exclusion amount under Section 2010 of the Code (the "applicable exclusion amount"), but not to exceed an amount equal to the amount by which my estate exceeds my available applicable exclusion amount.

26. **Make Annual Exclusion Gifts.** To make annual gifts up to an amount per person equal to the annual exclusion under Section 2503(b) of the Code, or, in the event I am married at the time of such gifts, to make annual gifts up to an amount per person equal to twice the annual exclusion under Section 2503(b) of the Code and to consent, with my spouse, to such gifts pursuant to Section 2513 of the Code, with the limitation that such gifts under this power shall be made only to or for the benefit of any one or more of the following: my spouse and any lineal descendant of mine, it being my intention that, if my Agent is one of the foregoing persons, a gift may be made by my Agent to my Agent; provided, however, in making gifts to my Agent, my Agent is further limited each year to an amount equal to the sum of (1) the amount which would not be a release of a power of appointment under Section 2514(e) if my Agent failed to exercise the power given under this paragraph, and (2) the amount of the annual exclusion available to my Agent under Section 2503(b) of the Code.

27. **Make "Qualified Transfer" Gifts to Educational Institutions or for Medical Care.** To make gifts or transfers to educational institutions or for medical care which will constitute "qualified transfers" under Section 2503(e) of the Code for the benefit of persons to whom annual exclusion gifts may be given as provided in paragraph 26.

28. **Access Safekeeping.** To contract with any institutions for the maintenance of a safe deposit box or boxes in my name or in the name of my Agent for my account; to have access to all safe deposit boxes, safes or other means of keeping safe, securities, documents or other property, for any purpose for which my Agent may deem it desirable in order to exercise any power herein conferred on my Agent, whether or not authority for access to any

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such means of safekeeping shall have been theretofore given by me (either alone or jointly with others) to my Agent.

29. **Provide Representation in Tax Matters.** To represent me in all tax matters of every kind and description; to prepare, sign, and file federal, state, and/or local income, gift and other tax returns of all kinds, including joint returns, FICA returns, payroll tax returns, claims for refunds, requests for extensions of time, petitions to the United States Tax Court or other courts regarding tax matters, and any and all other tax related documents, including but not limited to consents and agreements under Section 2032A of the Code or any successor section thereto and consents to split gifts, closing agreements and any power of attorney forms required by the Internal Revenue Service and/or any state and/or local taxing authority with respect to any tax year; to pay taxes due, collect and make such disposition of refunds as my Agent shall deem appropriate; to post bonds, receive confidential information and contest deficiencies determined by the Internal Revenue Service and/or any state and/or local taxing authority; to exercise any elections I may have under federal, state or local tax law; and generally to represent me or obtain professional representation for me in all tax matters and proceedings of all kinds and for all periods, before all officers of the Internal Revenue Service and state and local taxing authorities; to engage, compensate and discharge attorneys, accountants and other tax and financial advisers and consultants to represent and/or assist me in connection with any and all tax matters involving or in any way related to me or any property in which I have or may have any interest or responsibility.

30. **Exercise Certain Ministerial Functions as a Fiduciary.** To do any act for me in my capacity as personal representative of any will or as trustee of any trust, or in any other fiduciary capacity, which is necessary or desirable in the ordinary course of administration of any such estate or trust, and which may involve no more than the discharge of any duty absolutely imposed on me in any fiduciary capacity which must be certainly performed, such as the collection or endorsement of checks or disbursement of funds, etc., but which does not involve the exercise of any discretionary authority, the performance or exercise of which may not be delegated by me to any other person.

31. **Exercise and Release Powers of Appointment and Execute Disclaimers of Property.** To exercise, or release, powers of appointment, in whole or in part, and to execute and deliver a disclaimer(s) of property or right therein, in whole or in part, under Section 2518 of the Code and Tennessee Code Annotated 31-1-103, as amended, or any other corresponding statute.

32. **Handle My Mail, Documents and Animals.** To open, read, respond to and redirect my mail; to represent me before the U.S. Postal Service in all matters relating to mail service; to establish, cancel, continue or initiate my membership in organizations and associations of all kinds; to take and give or deny custody of all of my important documents, including but not limited to my will, codicils, trust agreements, deeds, leases, life insurance policies, contracts and securities and to disclose or refuse to disclose such documents; to obtain and release or deny information or records of all kinds relating to me, any interest of mine or to any person for whom I am responsible; to house or provide for housing, support and maintenance of any animals or other living creatures that I may own and to contract for and pay the expenses of their proper veterinary care and treatment; and if the care and maintenance of such animals or other living creatures shall become unreasonably expensive or burdensome in my Agent's

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opinion, to irrevocably transfer such animals to some person or persons, organization or organizations, willing to care for and maintain them.

33. **Handle My Living Accommodations**. To do all acts necessary for maintaining my customary standard of living, to provide living quarters for me by purchase, lease or other arrangement, or by payment of the operating costs of my existing living quarters, including interest, amortization payments, repairs and taxes; to provide nurses and sitters and normal domestic help for the operation of my household, to provide clothing, transportation, medicine, food and incidentals, and if necessary to make all necessary arrangements, contractual or otherwise, for me at any hospital, hospice, nursing home, convalescent home or similar establishment; and if, in the judgment of my Agent, I will never be able to return to my living quarters from a hospital, hospice, nursing home, convalescent home or similar establishment, to lease, sublease or assign my interest as lessee in any lease or protect or sell or otherwise dispose of my living quarters (investing the proceeds thereof as my Agent deems appropriate) for such price and upon such terms, conditions and security, if any, as my Agent shall deem appropriate; and to store and safeguard or sell for such price and upon such terms, conditions and security, if any, as my Agent shall deem appropriate or otherwise dispose of any items of tangible personal property remaining in my living quarters which my Agent believes I will never need again (and pay all costs thereof).

34. **Make Health Care Decisions on My Behalf**. Except as otherwise specifically provided in an Advance Directive for Health Care or Living Will of mine, to make health care decisions for me if and when I am unable to make my own health care decisions, including the power to consent to giving, withholding or stopping any health care, health treatment, health service, diagnostic procedure, artificially provided nutrition or hydration, or life-sustaining procedure; to talk with health care personnel, obtain information and sign forms necessary to carry out such decisions, as well as to execute authorizations for medical treatment and for the administration of drugs, therapy, testing, radiological testing, anesthetic drugs and devices, surgery, cosmetic surgery, reconstructive surgery, blood transfusions, and in general for any type of medical treatment administered by any practitioner of the healing arts (including but without limitation to physicians, registered nurses, licensed practical nurses, therapists, allied health professionals, home health agencies, psychiatric doctors and psychologists) and to do all such acts and things as fully and effectually in all respects, and to all of the same intents and purposes, as I myself could do by my own hand, or in my own person, if able and acting.

35. **Release of Health Care Information**. This power of attorney authorizes my Agent to make various property-related and other decisions on my behalf, some of which may involve making a determination relating to my health or the use of certain health care information. Accordingly, I hereby authorize all hospitals, physicians, other health care providers, skilled nursing facilities, assisted living facilities, and other health care providers from whom I have received health care services to release all information about me in their possession, including all medical records, diagnosis and treatment information, all billing records, and all information regarding collections from third parties to my Agent named in this instrument for the purpose of exercising the authority contained in this power of attorney. The authorization contained in this paragraph shall terminate upon the earlier of my death or the revocation of this instrument. I understand that (i) the information referred to in this paragraph is protected under federal law, (ii) I may refuse to sign this instrument which contains the above authorization, (iii) I have the right to revoke this authorization in writing, (iv) any revocation will

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be effective only to the extent that action has not been taken in reliance of my prior authorization, (v) by signing this instrument, I recognize that the protected health information used or disclosed pursuant to this authorization may be subject to re-disclosure by the recipient of this disclosure and may no longer be protected under federal law, (vi) treatment or payment will not be based on my signing this authorization, and (vii) I have retained a copy of this authorization. This paragraph shall be construed so that my Agent is considered to be a personal representative under privacy regulations relating to Protected Health Information (PHI) and for my Agent to be entitled to all health information in the same manner as if I personally were making the request. Accordingly, I confirm that, in connection therewith, my Agent shall be treated as my "personal representative" for all purposes as provided by Regulation Section 164.502(g) of Title 45 of the Code of Federal Regulations and the medical information privacy law and regulations generally referred to as "HIPAA."

36. **Nominate Fiduciaries.** To nominate and/or petition for the appointment of my Agent or any person my Agent deems appropriate as primary, successor or alternate guardian, guardian ad litem or conservator or to any fiduciary office (all of such offices of guardian, et al., being hereinafter referred to as "Personal Representative") representing me or any interest of mine or any person for whom I may have a right or duty to nominate or petition for such appointment; to grant to any such Personal Representative all of the powers under applicable law that I am permitted to grant; and to waive any bond requirements for such Personal Representative that I am permitted by law to waive.

37. **Deal with Life Insurance Policies and Retirement Accounts.** To make any decisions pertaining to any life insurance policies I own and any account held for my benefit pursuant to any plan or arrangement that is established under one or more of Sections 408, 408A, 457, 403 or 401 (or similar provisions) of the Code, including, without limitation, changing the owner or the beneficiary thereof, borrowing against the value of such policies, and/or converting or surrendering such policies.

38. **Execute Legal Instruments.** For the purpose of exercising the aforesaid powers, or any of them, to execute, guarantee, endorse and deliver on my behalf all checks, notes, contracts, transfers, assignments, leases, releases, deeds, mortgages, powers of attorney and appointments of agents, and other legal instruments in writing, whether with or without covenants of warranty, and whether with or without seal, of whatsoever nature my Agent may deem advisable.

39. **Carry Out and Enforce Powers Granted Herein.** In connection with the exercise of the powers herein described, my Agent is fully authorized and empowered to perform any acts and things and to execute and deliver any documents, instruments, and papers necessary, appropriate, incident or convenient to such exercise or exercises, to seek on my behalf and at my expense, including, without limitation, the following:

(a) A declaratory judgment from any court of competent jurisdiction interpreting the validity of any or all acts authorized by this instrument, but such declaratory judgment shall not be necessary in order for my Agent to perform any act authorized by this instrument;

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(b) A mandatory injunction requiring compliance with my Agent's instructions by any person, organization, corporation or other entity obligated to comply with instructions given by me; and

(c) Actual and punitive damages against any person, organization, corporation or other entity obligated to comply with instructions given by me who negligently or willfully fails or refuses to follow such instructions.

40. **Delegate to a Third Person Any of the Powers Granted Herein.** To delegate any or all of the powers I have granted herein to my Agent to a third person (including, if applicable, one of the persons appointed to serve jointly as my Agent under this power of attorney in the event such persons are otherwise required to act together with respect to any matter hereunder), upon such terms and conditions and for such duration as my Agent may deem appropriate from time to time, regardless of whether such powers constitute ministerial or discretionary powers, so that such third person selected by my Agent shall be authorized to act as "my Agent" hereunder just as if I had originally appointed such third person herein to perform the powers granted to such third person by my Agent; such delegation shall be done by a written instrument executed by my Agent that shall be attached as an exhibit to this power of attorney.

Indemnity of Persons Relying Upon My Agent. For the purpose of inducing all persons, organizations, corporations and entities, including, but not limited to, any physician, hospital, bank, broker, custodian, insurer, lender, transfer agent, taxing authority, governmental agency, or party to act in accordance with the instructions of my Agent given in this instrument, I hereby represent, warrant and agree that:

(a) If this instrument is revoked or amended for any reason, I, my estate, my heirs, successors and assigns will hold any person, organization, corporation or entity (hereinafter referred to in the aggregate as "Person") harmless from any loss suffered, or liability incurred by such Person in acting in accordance with the instructions of my Agent acting under this instrument prior to the receipt by such Person of actual notice of any such revocation or amendment;

(b) The powers conferred on my Agent by this instrument may be exercised by my Agent alone and my Agent's signature or act under the authority granted in this instrument may be accepted by Persons as fully authorized by me and with the same force and effect as if I were personally present, competent, and acting on my own behalf. Consequently, all acts lawfully done by my Agent hereunder are done with my consent and shall have the same validity and effect as if I were personally present and personally exercised the powers myself, and shall inure to the benefit of and bind me and my heirs, assigns and personal representatives;

(c) No Person who acts in reliance upon any representations my Agent may make as to (i) the fact that my Agent's powers are then in effect, (ii) the scope of my Agent's authority granted under this instrument, (iii) my competency at the time this instrument is executed, (iv) the fact that this instrument has not been revoked, or (v) the fact that my Agent continues to serve as my Agent shall incur any liability to me, my estate, my heirs or assigns for permitting my Agent to exercise any such authority, nor shall any Person who deals with my Agent be responsible to determine or insure the proper application of funds or property; and

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(d) All Persons from whom my Agent may request information regarding me, my personal or financial affairs or any information which I am entitled to receive are hereby authorized to provide such information to my Agent without limitation and are released from any legal liability whatsoever to me, my estate, my heirs and assigns for complying with my Agent's requests.

Records of Receipts and Disbursements and Disclosure Thereof. My Agent shall keep records of receipts, disbursements and transactions made by my Agent on my behalf and shall disclose such records upon request to any person who is named as a successor Agent hereunder. I do not expect my Agent to maintain a formal written accounting but merely to maintain the records of receipts, disbursements and transactions made by my Agent so that a written accounting could be generated, if desired by any interested party, from such records.

No Compensation. My Agent shall not be entitled to compensation for serving as my Agent, but my Agent shall be entitled to be reimbursed for all expenses reasonably incurred by such Agent in the administration of my property or the conduct of my affairs.

Duties of My Agent. My Agent shall assume certain duties when my Agent affirmatively acts hereunder, such as a duty to act in my best interest and in accordance with what would be my expectations; to act in good faith; to act only within the scope of authority granted herein; to act loyally for my benefit; to act so as not to create any conflict of interest that impairs my Agent's ability to act impartially in my best interest; and to act with the care, competence, and diligence ordinarily exercised in similar circumstances. Given these duties of my Agent, it is my intent that (1) my Agent shall only have such duties to the extent that my Agent affirmatively exercises authority to act hereunder with respect to any particular power granted to my Agent hereunder; (2) my Agent shall be entitled to handle my financial affairs in the same manner I have handled my financial affairs prior to my Agent assuming responsibility for my financial affairs (i.e., I do not intend to be imposing any trustee-type "prudent investor" standard on my Agent); and (3) my Agent shall only have liability for a breach of any such duty to the extent that my Agent acts dishonestly, with an improper motive, or with reckless indifference to the purposes of this power of attorney or my best interest.

Death. My death shall not revoke or terminate this power of attorney as to my Agent or any other person who, without actual knowledge of my death, acts in good faith under this power of attorney. Any action so taken, unless otherwise invalid or unenforceable, shall be binding upon me and my heirs, devisees and personal representatives.

Incapacity of Agent. The incapacity of an individual to serve as an Agent hereunder shall be determined by the attending physician of such individual, and a determination of incapacity shall be evidenced by a written statement from such attending physician indicating that such individual does not have the mental or physical capacity to serve as my Agent hereunder.

Amendment and Revocation. This instrument may be amended or revoked by me, and my Agent may be removed by me at any time by the execution by me of a written instrument of revocation, amendment, or removal delivered to my Agent. If this instrument has been recorded in the public records, then the instrument of revocation, amendment or removal shall be filed or recorded in the same public records. My Agent may resign by the execution of a

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written resignation delivered to me or, if I am mentally incapacitated, by delivery to any person with whom I am residing or who has the care and custody of me.

Unenforceable Provisions. If any part of any provision of this instrument shall be invalid or unenforceable under applicable law, such part shall be ineffective to the extent of such invalidity only, without in any way affecting the remaining parts of such provision or the remaining provisions of this instrument.

Governing Law. This instrument shall be governed by the laws of the State of Tennessee in all respects, including its validity, construction, interpretation and termination, and to the extent permitted by law shall be applicable to all property of mine, real, personal, intangible or mixed, wherever and in whatever state of the United States or foreign country the situs of such property is at any time located and whether such property is now owned by me or hereafter acquired by me or for me by my Agent.

Headings. The headings describing the powers granted herein are for illustrative purposes only and are in no way meant to limit or otherwise circumscribe the powers set forth herein.

Photo Copies. My Agent is 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.

IN WITNESS WHEREOF, I have hereunto set my hand and seal on this the 8 day of May, 2019.

Margret Ann Johnson

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

I, a Notary Public in and for said county in said state, hereby certify that Margret Ann Johnson, whose name is signed to the foregoing power of attorney, and who is known to me, acknowledged before me on this day that, being informed of the contents of said power of attorney, she executed the same voluntarily on the day the same bears date.

Given under my hand and official seal of office, this 8 day of May, 2019.

Notary Public

[NOTARIAL SEAL] BRIAN S SHELTON STATE OF TENNESSEE NOTARY PUBLIC COUNTY OF WILLIAMSON

My Commission expires 10/16/2021

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Tennessee Certification of Electronic Document

I, Benjamin Seamon (Signer's Name), do hereby make oath that I am a licensed attorney and/or the custodian of the electronic version of the attached document tendered for registration herewith and that this is a true and correct copy of the original document executed and authenticated according to law.

Signature

State of Tennessee

County of Williamson

Personally appeared before me, W. Reid Solomon (Notary's Name), a notary public for this county and state, Benjamin Seamon (Signer's Name), who acknowledges that this certification of an electronic document is true and correct and whose signature I have witnessed.

Notary's Signature

MY COMMISSION EXPIRES: _____

NOTARY'S SEAL

W. REID SOLOMON
STATE OF TENNESSEE NOTARY PUBLIC
WILLIAMSON COUNTY
My Commission Expires 06-04-2023

(3) All electronic documents eligible for registration pursuant to this subsection are validly registered when accepted for recording by the county register. Electronic documents registered by county registrars prior to July 1, 2007 shall be considered validly registered with or without the certification provided in subsection (2).

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