

STATE OF ALABAMA)
COUNTY OF SHELBY)

20170523000180210 1/4 \$24.00
Shelby Cnty Judge of Probate, AL
05/23/2017 02:07:48 PM FILED/CERT

DURABLE POWER OF ATTORNEY

1. **Appointment of Attorney-in-Fact.** I, **Johnnie R. Knight**, as Principal ("Principal"), a resident of the State and County aforesaid, have made, constituted, appointed and by these presents do make, constitute, and appoint my beloved husband, **Benjamin H. Knight**, but if he is unable to serve, or chooses not to serve, or if I so direct, then my beloved son, **Benjamin H. Knight, Jr.**, but if he is unable to serve, or chooses not to serve, or if I so direct, then my beloved daughter, **Traci K. Ingleright** as my true and lawful agent or attorney—in—fact ("Agent") to do and perform each and every act, deed, matter and thing whatsoever in and about my estate, property, and affairs as fully and effectually to all intents and purposes as I might or could do in my own proper person, if personally present, including, without limiting the generality of the foregoing, the following specifically enumerated powers which are granted in aid and exemplification of the full, complete and general power herein granted and not in limitation or definition thereof:

(a) To forgive, request, demand, sue for, recover, elect, receive, hold all sums of money, debts due, commercial paper, checks, drafts, accounts, deposits, legacies, bequests, devises, notes, interest, stock certificates, bonds, dividends, certificates of deposit, annuities, pension, profit sharing, retirement, social security, insurance, and all other contractual benefits and proceeds, all documents of title, all property and all property rights, demands whatsoever, liquidated or unliquidated, now or hereafter owned by me, or due, owing, payable or belonging to me or in which I have or may hereafter acquire an interest, to have, use and take all lawful means and equitable and legal remedies and proceedings in my name for the collection and recovery thereof, and to adjust, sell, compromise, and agree for the same, and to execute and deliver for me, on my behalf, and in my name all endorsements, releases, receipts or other sufficient discharges for the same.

(b) To buy, receive, lease as lessor, accept or otherwise acquire; to sell, convey, deed, mortgage, grant options upon, hypothecate, pledge, transfer, exchange, quit claim, or otherwise encumber or dispose of; or to contract or agree for the acquisition, disposal, or encumbrance of any property whatsoever or any custody, possession, interest, or right therein for cash or credit and upon such terms, considerations and conditions as Agent shall think proper, and no person dealing with Agent shall be bound to see to the application of any monies paid.

(c) To take, hold, possess, invest or otherwise manage any or all of the property or any interest therein; to eject, remove or relieve tenants or other persons from, and recover possession of, such property by all lawful means; and to maintain, protect, preserve, insure, remove, store, transport, repair, build on, raze, rebuild, alter, modify or improve the same or any part thereof, and/or to lease any property for me or my benefit, as lessee without option to renew, to collect and receive any receipt for rents, issues, and profits of my property.

(d) To invest and reinvest all or any part of my property in any property and undivided interest in property, wherever located, including bonds, debentures, notes, secured or unsecured, stocks of corporations regardless of class, interest in limited partnership, real estate whether or not productive at the time of the 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 without being limited by any statute or rule of law concerning investments by fiduciaries.

(e) To make, receive and endorse checks and drafts, deposit and withdraw funds, acquire and redeem certificates of deposit in banks, savings and loan associations or other institutions, execute or release such deeds of trust or other security agreements as may be necessary or proper in the exercise of the rights and powers herein granted.

(f) To pay any and all indebtedness of mine in such manner and at such times as Agent may deem appropriate.

(g) To borrow money for any purpose, with or without security or on mortgage or pledge of any property.

(h) To conduct or participate in any lawful business of whatsoever nature for me and in my name; execute partnership agreements and amendments thereto; incorporate, reorganize, merge, consolidate, re-capitalize, sell, liquidate or dissolve any business; elect or employ officers, directors and agents; carry out the provisions of any agreement for the sale of any business interest or the stock therein, and exercise voting rights with respect to stock either in person or by proxy, and to exercise stock options.

(i) To prepare, sign and file joint or separate income tax returns or declarations of estimated tax returns or declarations of estimated tax for any year or years; to prepare, sign and file gift tax returns with respect to gifts made by me for any year or years; to consent to any gift and to utilize any gift splitting provision or other tax election; and to prepare, sign, and file any claims for refund of tax.

(j) To have access at any time or times to any safe deposit box rented by me, wheresoever located, and to remove all or any part of the contents thereof, and to surrender or relinquish said safety deposit box, and any institution in which such safety deposit box may be located shall not incur any liability to me or my estate as a result of permitting Agent to exercise this power.

(k) To execute any and all contracts of every kind or nature.

(l) Have all powers to do anything and everything necessary for me to qualify for Medicare and Medicaid programs and any and all other federal and state government entitlements.

(m) This Power shall also include the right to file any form of personal bankruptcy on my behalf:

As used herein, the term "property" includes any property, real or personal, tangible or intangible, wheresoever situated.

2. **Execution and Delivery.** The execution and delivery by Agent of any conveyance, paper, deed, instrument or document in my name and behalf shall be conclusive evidence of Agent's approval of the consideration therefore, and of the form and contents thereof, and that Agent deems the execution thereof in my behalf necessary or desirable.

3. **Reliance on Authority.** Any person, firm, or corporation dealing with Agent under the authority of this instrument is authorized to deliver to Agent all considerations of every kind or character with respect to any transactions so entered into by Agent and shall be under no duty or obligation to see to or examine into the disposition thereof. Third parties may rely upon the representation of Agent as to all matters relating to any power granted to Agent, and no person who may act in reliance upon the representation of Agent or the authority granted to Agent shall incur liability to me or my estate as a result of permitting Agent to exercise any power.

4. **Agent's Compensation.** Agent shall be entitled to reimbursement for all reasonable costs and expenses incurred and paid by Agent on my behalf pursuant to any provisions of this **DURABLE POWER OF ATTORNEY**, but Agent shall not be entitled to compensation for services rendered hereunder.

5. **Limit on Agent's Authority.** Notwithstanding any provisions herein to the contrary, Agent shall not satisfy any legal obligation of Agent out of any property subject to this Power of Attorney, nor may Agent exercise this power in favor of Agent, Agent's estate, Agent's creditors or the creditors of Agent's estate. Notwithstanding any provision hereto to the contrary, Agent shall have no power or authority whatever with respect to (a) any policy of insurance owned by me on the life of Agent, and (b) any trust created by Agent as to which I am **TRUSTEE**.

6. **Effective Date of Agent's Authority.** In the event this Power of Attorney has been executed by Principal and delivered to Agent, it shall become operative and take effect immediately.

7. **Revocation.** Principal may revoke this **DURABLE POWER OF ATTORNEY** at any time by written instrument delivered to Agent. The guardian or curator of Principal may revoke this instrument by instrument delivered to Agent.

8. **Durability.** This Power of Attorney shall not be affected by disability, incompetency, or incapacity of the principal.

I have during my lifetime executed a **Limited Power of Attorney** naming **Benjamin Harris Knight, Jr.** to be my Power of Attorney to handle the lawsuit, **Benjamin H. Knight and Johnnie R. Knight versus Barry A. Stalnaker, et al.** This **Durable Power of Attorney** is not intended to have changed that **Limited Power of Attorney**, and I specifically intend for him to continue with that lawsuit until he is satisfied that it is no longer feasible to go forward or has settled it; and also name **Traci K. Ingleright** as the Successor to that **Limited Power of Attorney** in the event he cannot serve.

LAST ITEM

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

DATED this the 15th day of November, 2011.

PRINCIPAL:

Berry K. Brasher
WITNESS

Johnnie R. Knight
JOHNNIE R. KNIGHT

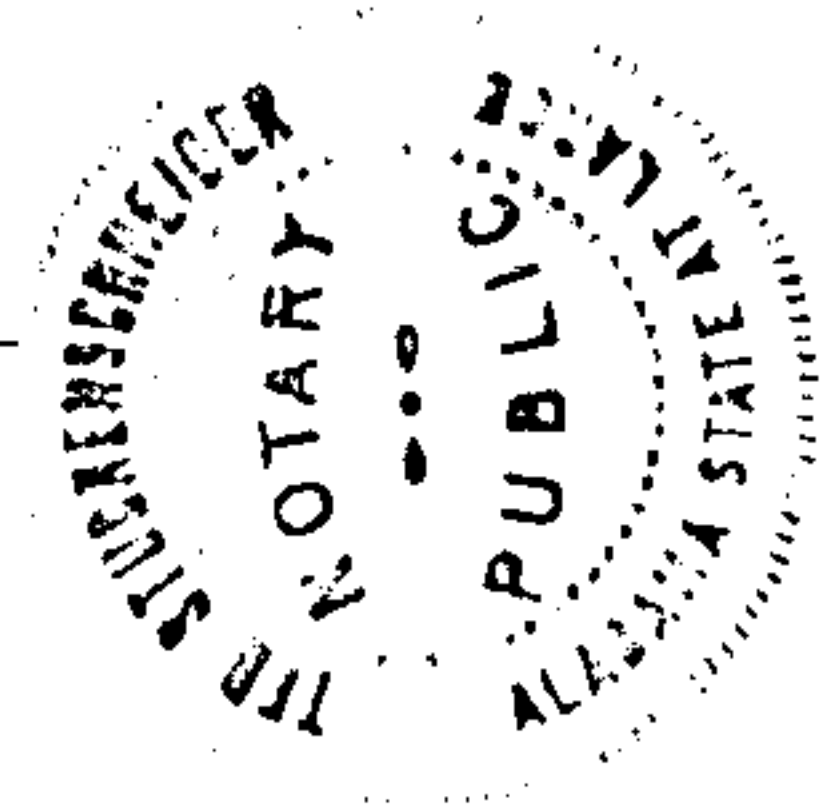
Berry K. Brasher
WITNESS

STATE OF ALABAMA)
COUNTY OF SHELBY)

I, the undersigned, a Notary Public, in and for said County, in said State, hereby certify that **Johnnie R. Knight**, whose name is signed to the foregoing **DURABLE POWER OF ATTORNEY**, and who is known to me, acknowledged before me on this day, that being informed of the contents of the **DURABLE POWER OF ATTORNEY**, she executed the same voluntarily on the day the same bears date.

Given under my Hand and Seal this the 15th day of November, 2011.

Ted Stuenkel
NOTARY PUBLIC



20170523000180210 4/4 \$24.00
Shelby Cnty Judge of Probate, AL
05/23/2017 02:07:48 PM FILED/CERT