

STATE OF ALABAMA *
JEFFERSON COUNTY *

DURABLE POWER OF ATTORNEY

1. **Appointment of Attorney-in-Fact.** I, DARLENE MARIE SOWERS HORN, 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 son, FRANKLIN LEE HORN, 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 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 no in limitation or definition thereof:

(1) 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 of other sufficient discharges for the same.

(2) To buy, receive, lease as lessor, accept or otherwise acquire; to sell, convey, deed, mortgage, grant options upon, hypothecate, pledge, transfer, exchange, quitclaim, 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

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shall think proper, and no person dealing with Agent shall be bound to see to the application of any monies paid.

(3) 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.

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(4) To invest and re-invest 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, interest in trust, 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.

(5) 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.

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

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

(8) 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, recapitalize, 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.

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(9) To prepare, sign and file joint or separate income tax returns or declarations of estimated tax returns or declaration 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.

(10) 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.

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

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 therefor, 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 whatever 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 not become operative and take effect until the earlier to occur of the following: (i) Principal's deliver to Agent of written instructions to so act, or (ii) Principal's disability, incompetency or incapacity, as contemplated by the terms of Paragraph 7 hereof.

7. **Criterion for Measuring Principal's Condition.** If I shall be considered disabled, incompetent or incapacitated when, in the opinion of one (1) physician licensed to practice medicine in the State of Alabama (which physician shall be selected by my Attorney-in-Fact), I am unable to carry out my responsibilities due to my physical and/or mental condition.

8. **Revocation.** Principal may revoke this Durable Power of Attorney at any time by written instrument delivered unto Agent. The guardian or curator of Principal may revoke this instrument by written instrument delivered to Agent.

IN WITNESS WHEREOF, I, as Principal, have executed this Durable Power of Attorney in three (3) counterparts, 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 29 day of March, 1999.

PRINCIPAL:

Darlene Marie Sowers
DARLENE MARIE SOWERS HORN
+10 P H

STATE OF ALABAMA *
 *
JEFFERSON COUNTY *

I, a Notary Public in and for said County, in said State, hereby certify that DARLENE MARIE SOWERS HORN, 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, has executed the same voluntarily on the day the same bears date.

GIVEN UNDER my hand and official seal this the 29 day of March, 1999.

Donna Hail
NOTARY PUBLIC
MY COMMISSION EXPIRES: 06/14/99

NOTICE TO ATTORNEY-IN-FACT TO ACT

I, DARLENE MARIE SOWERS HORN, having duly executed a Durable Power of Attorney and have understood fully and completely the contents thereof, do hereby request my legal counsel, Robert G. Saunders, to prepare this Notice to Act and do hereby provide notice in compliance with paragraph 6 (i) to my Attorney-in-Fact, FRANKLIN LEE HORN, to so act in accordance with and by the terms provided in said Durable Power of Attorney, until such time as revoked, by the terms of paragraph 6 of said aforementioned document.

Dated this the 29 day of March, 1999.

Darlene Marie Sowers

DARLENE MARIE SOWERS HORN

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STATE OF ALABAMA *
 *
JEFFERSON COUNTY *

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that DARLENE MARIE SOWERS HORN, whose name is signed to the foregoing and who is known to me, acknowledged before me on this date that being informed of the contents of same, has executed the same voluntarily on the day the same bears date.

GIVEN UNDER my hand and official seal on this the 29 day of March, 1999.

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Donna K. Nail

NOTARY PUBLIC

MY COMMISSION EXPIRES: 06/14/99

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