

LIMITED (DURABLE) POWER OF ATTORNEY

I, **Stanley M. Beard**, of Alabama, the Principal, hereby create this Limited Power of Attorney for the purpose of enabling the Agent named below to act as the Principal's agent and attorney-in-fact on all matters at all times, either before or after the disability of the Principal.

1. **Designation of Agent.** The Principal hereby designates and appoints his sister, **Joyce Anne Beard Whitley**, of Jacksonville, Florida, to be the Principal's agent and attorney-in-fact to act in the Principal's name and stead for all purposes.

2. **Effective Date.** This Limited Power of Attorney and the powers conferred herein shall be effective as of the date of the execution of this Limited Power of Attorney by the Principal, which date is set forth below.

3. **Disability or Disappearance of Principal.** This Limited Power of Attorney shall not be affected by the disability of the Principal. The powers and authority conferred to the Agent in this instrument shall be fully exercisable by the Agent notwithstanding the subsequent disability or incapacity of the Principal or the later uncertainty as to whether the Principal is alive or dead. All acts performed by the Agent pursuant to this Limited Power of Attorney during any period of disability or incompetence of the Principal or during any period of uncertainty as to whether the Principal is alive or dead shall have the same effect and inure to the benefit of and bind the Principal, or the heirs, devisees, and personal representative thereof, to the same extent as if the Principal were alive, competent and not disabled.

4. **Powers of Agent.** The Agent acting under this Limited Power of Attorney shall have the full power and authority to handle and prosecute a condemnation/right-of-way case in the Shelby County Probate Court against Rita Kennedy.

5. **Limitation of Power of Agent.** Notwithstanding any other provision of this Limited Power of Attorney, the Agent shall have no rights or powers hereunder with respect to any act, power, duty, right or obligation relating to any person, matter, transaction or property held or possessed by the Principal as a trustee, custodian, personal representative or other fiduciary capacity.

6. **Ratification.** The Principal hereby ratifies, acknowledges and declares valid all acts performed by the Agent on the Principal's behalf prior to the effective date of this Limited Power of Attorney.

7. **Revocation and Termination.** This Limited Power of Attorney is revocable by the Principal, provided that insofar as any governmental agency, bank, depository, trust company, insurance company, other corporation, transfer agent, investment banking company or other person who shall rely upon this power, this power may be revoked only by a notice in writing executed by the Principal and delivered to such person or institution.

This Limited Power of Attorney shall not be revoked or otherwise become ineffective in any way by the mere passage of time, but rather shall remain in full force and effect until revoked by the Principal in writing.

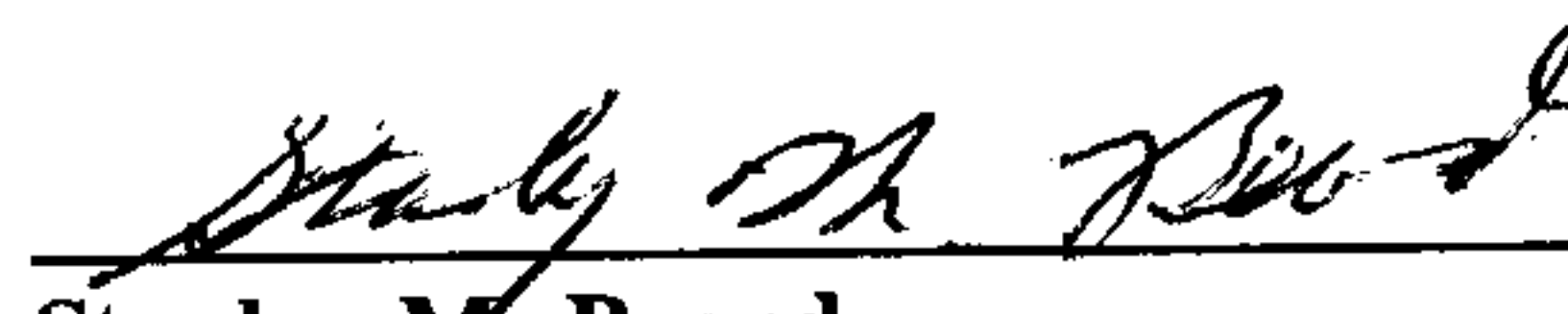
The Principal hereby revokes any and all general powers of attorney previously executed by the Principal, if any, and the same shall be of no further force or effect. However, the Principal does

not intend in this Limited Power of Attorney to affect, modify or terminate any special, restricted or limited power or powers of attorney previously granted by the Principal in connection with any banking, borrowing or commercial transaction.

8. **Construction.** This Limited Power of Attorney is executed and delivered in the State of Alabama, and the laws of the State of Alabama shall govern all questions as to its validity and as to the construction of its provisions. This instrument is to be construed and interpreted as a general durable power of attorney. The enumeration of specific powers is not intended to limit or restrict the general powers granted to the Agent in this instrument.

9. **Reliance.** Third parties may rely upon the representations of the Agent as to all matters related to any power granted to the Agent in this instrument, and no person who acts in reliance upon the representation of the Agent shall incur any liability to the Principal or the Principal's estate as a result of permitting the Agent to exercise any power. Third parties may rely upon a photocopy of this executed Limited Power of Attorney to the same extent as if the copy were an original of this instrument.

IN WITNESS WHEREOF, the Principal has executed this General Durable Power of Attorney on the 6th day of AUGUST, 2010.



Stanley M. Beard
Principal

State of Alabama)
)
County of Elmore)

The above document was acknowledged before me this 6th day of August, 2010, by Stanley M. Beard, the Principal.



Notary Public

My Commission Expires: **My Commission Expires 6/22/2011**


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Shelby Cnty Judge of Probate, AL
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