

STATE OF ALABAMA)

SHELBY COUNTY)


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Shelby Cnty Judge of Probate, AL
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GENERAL DURABLE POWER OF ATTORNEY

(EFFECTIVE UPON THE EXECUTION OF THIS INSTRUMENT)

KNOW ALL MEN BY THESE PRESENTS: That I, **JOHNNIE R. KNIGHT**, of Shelby County, State of Alabama, do hereby appoint **BENJAMIN H. KNIGHT, JR.**, but if he cannot serve, or chooses not to serve, or if I so direct, **TRACI K. INGLERIGHT**, as my true and lawful Attorney-in-fact and Agent hereinafter called ("Agent"), for me in my name, place and stead, subject to the duties imposed by law (including, but not limited to, those duties imposed by Section 26-1A-114 of the Alabama Uniform Power of Attorney Act), and for my behalf and benefit:

A. **GENERAL GRANT OF POWER.** 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, including, without limitation, the following specifically enumerated powers. I grant to my Agent full power and authority to do everything necessary in exercising any of the powers herein granted as fully as I might or could do if personally present, hereby ratifying and confirming all that my agent shall lawfully do or cause to be done by virtue of this **GENERAL DURABLE POWER OF ATTORNEY** and the powers herein granted. Such powers include, but are not limited, to the following:

1. **REAL PROPERTY.** With respect to real property, I authorize the Agent to:
 - a. demand, buy lease, receive, accept as a gift or as security for an extension of credit, or otherwise acquire or reject an interest in real property or a right incident to real property;
 - b. sell; exchange; convey with or without covenants, representations, or warranties; quitclaim; release; surrender; retain title for security; encumber; partition; consent to partitioning; subject to an easement or covenant; subdivide; apply for zoning or other governmental permits; plat or consent to platting; develop; grant an option concerning; lease; sublease; contribute to an entity in exchange for an interest in that entity; or otherwise grant or dispose of an interest in real property or a right incident to real property;
 - c. pledge or mortgage an interest in real property or right incident to real property as security to borrow money or pay, renew, or extend the time of payment of a debt of mine or a debt guaranteed by me;
 - d. release, assign, satisfy, or enforce by litigation or otherwise a mortgage, deed of trust, conditional sale contract, encumbrance, lien, or other claim to real property which exists or is asserted.

- e. manage or conserve an interest in real property or a right incident to real property owned or claimed to be owned by me, including:
 - (1) insuring against liability or casualty or other loss;
 - (2) obtaining or regaining possession of or protecting the interest or right by litigation or otherwise;
 - (3) paying, assessing, compromising, or contesting taxes or assessments or applying for and receiving refunds in connection with them; and
 - (4) purchasing supplies, hiring assistance or labor, and making repairs or alterations to the real property;
- f. use, develop, alter, replace, remove, erect, or install structures or other improvements upon real property in or incident to which I have, or claim to have, an interest or right;
- g. participate in a reorganization with respect to real property or an entity that owns an interest in or right incident to real property and receive, and hold, and act with respect to stocks and bonds or other property received in a plan of reorganization, including:
 - (1) selling or otherwise disposing of them;
 - (2) exercising or selling an option, right of conversion, or similar right with respect to them; and
 - (3) exercising any voting rights in person or by proxy;
- h. change the form of title of an interest in or right incident to real property; and
- i. dedicate to public use, with or without consideration, easements or other real property in which I have, or claim to have, an interest.

2. **TANGIBLE PERSONAL PROPERTY.** With respect to tangible personal property, I authorize the Agent to:

- a. demand, buy, receive, accept as a gift or as security for an extension of credit, or otherwise acquire or reject ownership or possession of tangible personal property or an interest in tangible personal property;
- b. sell; exchange; convey with or without covenants, representations, or warranties; quitclaim; release; surrender; create a security interest in; grant options concerning; lease; sublease; or, otherwise dispose of tangible personal property or an interest in tangible personal property;
- c. grant a security interest in tangible personal property or an interest in tangible personal property as security to borrow money or pay, renew, or extend the time of payment of a debt of mine or a debt guaranteed by me;

- d. release, assign, satisfy, or enforce by litigation or otherwise, a security interest, lien, or other claim on my behalf, with respect to tangible personal property or an interest in tangible personal property;
- e. manage or conserve tangible personal property or an interest in tangible personal property on my behalf, including:
 - (1) insuring against liability or casualty or other loss;
 - (2) obtaining or regaining possession of or protecting the property or interest, by litigation or otherwise;
 - (3) paying, assessing, compromising, or contesting taxes or assessments or applying for and receiving refunds in connection with taxes or assessments;
 - (4) moving the property from place to place;
 - (5) storing the property for hire or on a gratuitous bailment; and
 - (6) using and making repairs, alterations, or improvements to the property; and
- f. change the form of title of an interest in tangible personal property.

3. **STOCKS AND BONDS.** With respect to stocks and bonds, I authorize the Agent to:

- a. buy, sell, and exchange stocks and bonds;
- b. establish, continue, modify, or terminate an account with respect to stocks and bonds;
- c. pledge stocks and bonds as security to borrow, pay, renew, or extend the time of payment of a debt of mine;
- d. receive certificates and other evidences of ownership with respect to stocks and bonds; and
- e. exercise voting rights with respect to stocks and bonds in person or by proxy, enter into voting trusts, and consent to limitations on the right to vote.
- f. exercise in person or by proxy, or enforce by litigation or otherwise, a right, power, privilege, or option I have or claim to have as the holder of stock and bonds.
- g. Initiate, participate in, submit to alternative dispute resolution, settle, oppose, or propose or accept a compromise with respect to litigation to which I am a party concerning stocks and bonds.

4. **COMMODITIES AND OPTIONS.** With respect to commodities and options, I authorize the Agent to:

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- a. buy, sell, exchange, assign, settle, and exercise commodity futures contracts and call or put options on stocks or stock indexes traded on a regulated option exchange; and
- b. establish, continue, modify, and terminate option accounts.

5. **BANKS AND OTHER FINANCIAL INSTITUTIONS.** With respect to banks and other financial institutions, I authorize the Agent to:

- a. continue, modify, and terminate an account or other banking arrangement made by me or on my behalf;
- b. establish, modify, and terminate an account or other banking arrangement with a bank, trust company, savings and loan association, credit union, thrift company, brokerage firm, or other financial institution selected by the Agent;
- c. contract for services available from a financial institution, including renting a safe deposit box or space in a vault;
- d. withdraw, by check, order, electronic funds transfer, or otherwise, money or property or mine deposited with or left in the custody of a financial institution;
- e. receive statements of account, vouchers, notices, and similar documents from a financial institution and act with respect to them;
- f. enter a safe deposit box or vault and withdraw or add to the contents;
- g. borrow money and pledge as security personal property of mine necessary to borrow money or pay, renew, or extend the time of payment of a debt of mine or a debt guaranteed by me;
- h. make, assign, draw, endorse, discount, guarantee, and negotiate promissory notes, checks, drafts, and other negotiable or nonnegotiable paper of mine or payable to me or my order, transfer money, receive the cash or other proceeds of those transactions, and accept a draft drawn by a person upon me and pay it when due.
- i. receive for me and act upon a sight draft, warehouse receipt, or other documents of title whether tangible or electronic, or other negotiable or nonnegotiable instrument;
- j. apply for, receive, and use letters of credit, credit and debit cards, electronic transaction authorization, and traveler's checks from as financial institution and give an indemnity or other agreement in connection with letter of credit; and
- k. consent to an extension of the time of payment with respect to commercial paper or a financial transaction with a financial institution.

6. **CREDIT TRANSACTIONS GENERALLY.** I authorize the Agent to:

- a. make loans, secured or unsecured, at any interest rate, to any person, without responsibility or liability for any loss resulting from any such loan; and
- b. borrow money for such time and upon such terms as the Agent sees fit, without security or on mortgage of any real estate or upon pledge of any personal property held hereunder, and to execute mortgages or collateral agreements therefore as necessary.

7. **OPERATION OF ENTITY OR BUSINESS.** Subject to the terms of a document or an agreement governing an entity or an entity ownership interest, with respect to operation of an entity or business, I authorize the Agent to:

- a. operate, buy, sell, enlarge, reduce, or terminate an ownership interest;
- b. perform a duty or discharge a liability and exercise in person or by proxy a right, power, privilege, or option that I have, may have, or claim to have;
- c. enforce the terms of an ownership agreement;
- d. initiate, participate in, submit to alternative dispute resolution, settle, oppose, or propose or accept a compromise with respect to litigation to which I am a party because of an ownership interest;
- e. with respect to an entity or business owned solely by me:
 - (1) continue, modify, renegotiate, extend, and terminate a contract made by me or on my behalf with respect to the entity or business before execution of the power of attorney;
 - (2) determine:
 - (a) the location of its operation;
 - (b) the nature and extent of its business;
 - (c) the methods of manufacturing, selling, merchandising, financing, accounting, and advertising employed in its operation;
 - (d) the amount and types of insurance carried; and
 - (e) the mode of engaging, compensating, and dealing with its employees and accountants, attorneys, or other advisors;
 - (3) change the name or form of organization under which the entity or business is operated and enter into an ownership agreement with other persons to take over all or part of the operation of the entity or business; and

- (4) demand and receive money due or claimed by me or on my behalf in the operation of the entity or business and control and disburse the money in the operation of the entity or business;
- f. put additional capital into an entity or business which I have an interest;
- g. join in a plan of reorganization, consolidation, conversion, domestication, or merger of the entity or business;
- h. sell or liquidate all or part of an entity or business;
- i. establish the value of an entity or business under a buy-out agreement to which I am a party;
- j. prepare, sign, file and deliver reports, compilations of information, returns, or other papers with respect to an entity or business and make related payments;
- k. pay, compromise, or contest taxes, assessments, lines or penalties and perform any other act to protect me from illegal or unnecessary taxation, assessments, fines, or penalties, with respect to an entity or business, including attempts to recover, in any manner permitted by law, money paid before or after the execution of the power of attorney; and
- l. to form or cause to be formed, or join with any other person or persons in forming or causing to be formed, or organize, any corporation, general partnership, limited partnership, registered limited liability partnership, or limited liability company, in any manner, on any terms and conditions and for any capitalization, duration or purpose authorized by the laws applicable thereto; to execute, as one of the incorporators, partners, members or organizers, any and all documents and other papers which my Agent may deem necessary or desirable to effect the incorporation, formation or organization, or in connection therewith; to exchange cash or property of any amount or value belonging to me for any class or amount of stock or other evidence of ownership or membership in the corporation, general partnership, limited partnership, registered limited liability partnership, or limited liability company; and to enter into binding contracts and agreements relating to any such corporation, general partnership, limited partnership, registered limited liability partnership, or limited liability company; including but not limited to shareholder agreements, partnership agreements and operating agreements.

8. **INSURANCE AND ANNUITIES.** With respect to insurance and annuities, I authorize the Agent to:

- a. continue, pay the premium or make a contribution on, modify, exchange, rescind, release, or terminate a contract procured by me or on my behalf which insures or provides an annuity to either me or another person, whether or not I am beneficiary under the contract;

- b. procure new, different, and additional contracts of insurance and annuities for me or my spouse (if any), children (if any), and other dependents (if any), and select the amount, type of insurance or annuity, and mode of payment.
- c. pay the premium or make a contribution on, modify, exchange, rescind, release, or terminate a contract of insurance or annuity procured by the Agent;
- d. apply for and receive a loan secured by a contract of insurance or annuity;
- e. surrender and receive the cash surrender value on a contract of insurance or annuity;
- f. exercise an election;
- g. exercise investment powers available under a contract of insurance or annuity;
- h. change the manner of payment premiums on a contract of insurance or annuity;
- i. change or convert the type of insurance or annuity with respect to which I have or claim to have authority described in this section;
- j. apply for and procure a benefit or assistance under a statute or regulation to guarantee or pay premiums of a contract of insurance on my life;
- k. collect, sell, assign, hypothecate, borrow against, or pledge my interest in a contract of insurance or annuity;
- l. select the form and timing of the payment of proceeds from a contract of insurance or annuity;
- m. pay, from proceeds or otherwise, compromise or contest, and apply for refunds in connection with, a tax or assessment levied by a taxing authority with respect to a contract of insurance or annuity or its proceeds or liability accruing by reason of the tax or assessment; and
- n. to change life insurance beneficiary designations.

9. **ESTATES, TRUSTS, AND OTHER BENEFICIAL INTERESTS.**

- a. In this section, “estates, trusts, and other beneficial interests” means a trust, probate estate, guardianship, conservatorship, escrow, or

custodianship or a fund from which I am, may become, or claim to be, entitled to a share or payment.

b. With respect to estates, trusts, and other beneficial interests, I authorize the Agent to:

- (1) accept, receive, receipt for, sell, assign, pledge, or exchange a share in or payment from an estate, trust, or other beneficial interest;
- (2) demand or obtain money or another thing of value to which I am, may become, or claim to be, entitled by reason of an estate, trust, or other beneficial interest, by litigation or otherwise;
- (3) initiate, participate in, submit to alternative dispute resolution, settle, oppose, or propose or accept a compromise with respect to litigation to ascertain the meaning, validity, or effect of a deed, will, declaration of trust, or other instrument or transaction affecting my interest;
- (4) initiate, participate in, submit to alternative dispute resolution, settle, oppose, or propose or accept a compromise with respect to litigation to remove, substitute, or surcharge a fiduciary;
- (5) conserve, invest, disburse, or use anything received for an authorized purpose;
- (6) reject, renounce, disclaim, release, or consent to a reduction in or modification of a share in or payment from any estate, trust, or other beneficial interest; and
- (7) to invest in or create, or participate in a Qualified Income Trust and or the Alabama Family Trust.

10. **CLAIMS AND LITIGATION.** With respect to claims and litigation, I authorize the Agent to:

- a. assert and maintain before a court or administrative agency a claim, claim for relief, cause of action, counterclaim, offset, recoupment, or defense, including an action to recover property or other thing of value, recover damages sustained by me, eliminate or modify tax liability, or seek an injunction, specific performance, or other relief.
- b. bring an action to determine adverse claims or intervene or otherwise participate in litigation;
- c. seek an attachment, garnishment, order of arrest, or other preliminary, provisional, or intermediate relief and use an available procedure to effect or satisfy a judgment, order, or decree;
- d. make or accept a tender, offer of judgment, or admission of facts, submit a controversy on an agreed statement of facts, consent to examination, and bind me in litigation;

- e. submit to alternative dispute resolution, settle, and propose or accept a compromise;
- f. waive the issuance and service of process upon me, accept service of process, appear for me, designate persons upon which process directed to me may be served, execute and file or deliver stipulations on my behalf, verify pleadings, seek appellate review, procure and give surety and indemnity bonds, contract and pay for the preparation and printing of records and briefs, receive, execute, and file or deliver a consent, waiver, release, confession of judgment, satisfaction of judgment, notice, agreement or other instrument in connection with the prosecution, settlement, or defense of a claim or litigation;
- g. act for me with respect to bankruptcy or insolvency, whether voluntary or involuntary, concerning me or some other person, or with respect to a reorganization, receivership, or application for the appointment of a receiver or trustee which affects my interest in property or other thing of value;
- h. pay a judgment, award, or order against me or a settlement made in connection with a claim or litigation; and
- i. receive money or other thing of value paid in settlement of or as proceeds of a claim or litigation.

11. **PERSONAL AND FAMILY MAINTENANCE.**

- a. With respect to personal and family maintenance, I authorize the Agent to:
 - (1) perform the acts necessary to maintain the customary standard of living of me, my spouse (if any), and the following individuals, whether living when the power of attorney is executed or later born:
 - (a) my children (if any);
 - (b) other individuals legally entitled to be supported by me (if any); and
 - (c) the individuals whom I have customarily supported or indicated the intent to support;
 - (2) make periodic payments of child support and other family maintenance required by a court or governmental agency or an agreement to which I am a party;
 - (3) provide living quarters for the individuals described in paragraph a.(1),(a)(b)&(c) by:
 - (a) purchase, lease, or other contract; or

- (b) paying the operating costs, including interest, amortization payments, repairs, improvements, and taxes, for premises owned by me or occupied by those individuals;
 - (4) provide normal domestic help, usual vacations and travel expenses, and funds for shelter, clothing, food, appropriate education, including postsecondary and vocational education, and other current living costs for the individuals described in paragraph a.(1),(a)(b)&(c);
 - (5) pay expenses for necessary health care and custodial care on behalf of the individuals described in paragraph a.(1),(a)(b)&(c);
 - (6) act as my personal representative pursuant to the Health Insurance Portability and Accountability Act, Sections 1171 through 179 of the Social Security Act, 42 U.S.C. Section 1320d, as amended, and applicable regulations, in making decisions related to the past, present, or future payment for the provision of health care consented to by me or anyone authorized under the law of this state to consent to health care on my behalf;
 - (7) continue any provision made by me for automobiles or other means of transportation, including registering, licensing, insuring, and replacing them, for the individuals described in paragraph a.(1),(a)(b)&(c);
 - (8) maintain credit and debit accounts for the convenience of the individuals described in paragraph a.(1),(a)(b)&(c) and open new accounts; and
 - (9) continue payments incidental to the membership or affiliation of mine in a religious institution, club, society, order, or other organization or to continue contributions to those organizations.
- b. Authority with respect to personal and family maintenance is neither dependent upon, nor limited by, authority that an Agent may or may not have with respect to gifts under this instrument or by Alabama law.

12. **BENEFITS FROM GOVERNMENTAL PROGRAMS OR CIVIL OR MILITARY SERVICE.**

- a. In this section, "benefits from governmental programs or civil or military service" means any benefit, program or assistance provided

under a statute or regulation including but not limited to Social Security, Medicare, and Medicaid.

b. With respect to benefits from governmental programs or civil or military service, I authorize the Agent to:

- (1) execute vouchers in my name for allowances and reimbursements payable by the United States or a foreign government or by a state or subdivision of a state to me, including allowances and reimbursements for transportation of the individuals described in paragraph a.(1)(a)(b)&(c) of the section entitled **PERSONAL AND FAMILY MAINTENANCE** above, and for shipment of their household effects;
- (2) take possession and order the removal and shipment of property of mine from a post, warehouse, depot, dock, or other place of storage or safekeeping, either governmental or private, and execute and deliver a release, voucher, receipt, bill of lading, shipping ticket, certificate, or other instrument for that purpose;
- (3) enroll in, apply for, select, reject, change, amend, or discontinue, on my behalf, a benefit or program;
- (4) prepare, file, and maintain a claim of me for a benefit or assistance, financial or otherwise, to which I may be entitled under a statute or regulation;
- (5) initiate, participate in, submit to alternative dispute resolution, settle, oppose, or propose or accept a compromise with respect to litigation concerning any benefit or assistance I may be entitled to receive under a statute or regulation; and
- (6) receive the financial proceeds of a claim described in paragraph (4) and conserve, invest, disburse, or use for a lawful purpose anything so received.

13. **RETIREMENT PLANS.**

a. In this section, "retirement plan" means a plan or account created by an employer, me, or another individual to provide retirement benefits or deferred compensation of which I am a participant, beneficiary, or owner, including a plan or account under the following sections of the Internal Revenue Code:

- (1) an individual retirement account under Internal Revenue Code Section 408, 26 U.S.C. Section 408, as amended;
- (2) a Roth individual retirement account under Internal Revenue Code Section 408A, 26 U.S.C. Section 408A, as amended;

- (3) a deemed individual retirement account under Internal Revenue Code Section 408(q), 26 U.S.C. Section 408(q), as amended;
- (4) an annuity or mutual fund custodial account under Internal Revenue Code Section 403(b), 26 U.S.C. Section 403(b), as amended;
- (5) a pension, profit-sharing, stock bonus, or other retirement plan qualified under Internal Revenue Code Section 401(a), 26 U.S.C. Section 401(a), as amended;
- (6) a plan under Internal Revenue Code Section 457(b), 26 U.S.C. Section 457(b), as amended; and
- (7) a non-qualified deferred compensation plan under Internal Revenue Code Section 409A, 26 U.S.C. Section 409A, as amended.

b. With respect to retirement plans, I authorize the Agent to:

- (1) select the form and timing of payments under a retirement plan and withdraw benefits from a plan, including but not limited to mandatory withdrawal as required by the Internal Revenue Service.
- (2) make a rollover, including a direct trustee-to-trustee rollover, of benefits from one retirement plan to another;
- (3) establish a retirement plan in my name;
- (4) make contributions to a retirement plan;
- (5) exercise investment powers available under a retirement plan; and
- (6) borrow from, sell assets to, or purchase assets from a retirement plan.

14. **TAXES.** With respect to taxes, I authorize the Agent to:

- a. prepare, sign, and file federal, state, local, and foreign income, gift, payroll, property, Federal Insurance Contributions Act, and other tax returns, claims for refunds, requests for extension of time, petitions regarding tax matters, and any other tax-related documents, including receipts, offers, waivers, consents, including consents and agreements under Internal Revenue Code Section 2032A, 26 U.S.C. Section 2032A, as amended, closing agreements, and any power of attorney required by the Internal Revenue Service or other taxing authority with respect to a tax year upon which the statute of limitations has not run and the following 25 tax years;

- b. pay taxes due, collect refunds, post bonds, receive confidential information, and contest deficiencies determined by the Internal Revenue Service or other taxing authority;
- c. exercise any election available to me under federal, state, local, or foreign tax law; and
- d. act for me in all tax matters for all periods before the Internal Revenue Service, or other taxing authority.

15. **GIFTS.**

- a. In this section, a gift "for the benefit of" a person includes a gift to a trust, an account under the Uniform Transfers to Minors Act, and a tuition savings account or prepaid tuition plan as defined under Internal Revenue Code Section 529, 26 U.S.C. Section 529, as amended.
- b. With respect to gifts, I authorize the Agent only to:
 - (1) make outright to, or for the benefit of, a person including the Agent, a gift of any of my property, including by the exercise of a presently exercisable general power of appointment held by me, in an amount per donee not to exceed the annual dollar limits of the federal gift tax exclusion under Internal Revenue Code Section 2503(b), 26 U.S.C. Section 2503(b), as amended, without regard to whether the federal gift tax exclusion applies to the gift, or if my spouse (if any) agrees to consent to a split gift pursuant to Internal Revenue Code Section 2513, 26 U.S.C. 2513, as amended, in an amount per donee not to exceed twice the annual federal gift tax exclusion limit; and
 - (2) consent, pursuant to Internal Revenue Code Section 2513, 26 U.S.C. Section 2513, as amended, to the splitting of a gift made by my spouse in an amount per donee not to exceed the aggregate annual gift tax exclusions for both spouses, if any.
- c. The Agent may make a gift of my property only as the Agent determines is consistent with my objectives if actually known by the Agent and, if unknown, as the Agent determines is consistent with my best interest based on all relevant factors, including:
 - (1) the value and nature of my property;
 - (2) my foreseeable obligations and need for maintenance;
 - (3) minimization of taxes, including income, estate, inheritance, generation skipping transfer, and gift taxes;
 - (4) eligibility for a benefit, a program, or assistance under a statute or regulation; and
 - (5) my personal history of making or joining in making gifts.

16. **ADDITIONAL SPECIFIC GRANT OF AUTHORITY.** In addition to the foregoing, I hereby expressly grant to my Agent the following specific authority:

- a. To create, fund, amend, revoke, or terminate an inter vivos trust; and to give my consent as a settler or beneficiary to the modification or termination of an irrevocable non-charitable trust.
- b. To delegate authority granted under this power of attorney.

B. CONSTRUCTION OF AUTHORITY GENERALLY. With respect to all of the powers and authority granted in this power of attorney with reference to specific subjects heretofore referenced, I authorize my Agent, with respect to that subject to:

- 1. demand, receive, and obtain by litigation or otherwise, money or another thing of value to which I am, may become, or claim to be entitled, and conserve, invest, disburse, or use anything so received or obtained for the purposes intended;
- 2. contract in any manner with any person, on terms agreeable to the Agent, to accomplish a purpose of a transaction and perform, rescind, cancel, terminate, reform, restate, release, or modify the contract or another contract made by me or on my behalf;
- 3. execute, acknowledge, seal, deliver, file, or record any instrument or communication the Agent considers desirable to accomplish a purpose of a transaction, including creating at any time a schedule listing some or all of my property and attaching it to this power of attorney;
- 4. initiate, participate in, submit to alternative dispute resolution, settle, oppose, or propose or accept a compromise with respect to a claim existing in my favor of or against me, or intervene in litigation relating to the claim;
- 5. seek on my behalf the assistance of a court or other governmental agency to carry out an act authorized in this power of attorney;
- 6. engage, compensate, and discharge an attorney, accountant, discretionary investment manager, expert witness, or other advisor;
- 7. prepare, execute, and file a record, report, or other document to safeguard or promote my interest under a statute or regulation;
- 8. communicate with any representative or employee of a government or governmental subdivision, agency, or instrumentality, on my behalf;
- 9. access communications intended for me, and communicate on my behalf, whether by mail, electronic transmission, telephone, or other means;
- 10. do any lawful act with respect to the subject and all property related to the subject; and
- 11. to request, receive and review any information, verbal or written, regarding my financial affairs or my physical or mental health, including medical and hospital records, to execute any releases or other documents that may be

required in order to obtain such information, and to disclose such information to such persons, organizations, firms or corporations as my Agent shall deem appropriate.

C. **AGENT'S ACCEPTANCE.** A person designated herein shall accept appointment as Agent hereunder by exercising authority or performing duties as my Agent or by any other assertion or conduct indicating acceptance.

D. **DETERMINATION OF INCAPACITY OF AGENT.** Any person designated as an Agent hereunder shall be deemed to be incapacitated if his or her ability to care for himself or herself, or to manage ordinary financial affairs is impaired because of illness, advanced age or other cause, such incapacity to be determined by a court of competent jurisdiction or by a physician who has examined or treated such person and to be expressed in a written statement to that effect and signed by such physician. The foregoing shall not be the sole method of determining incapacity. Such person shall be deemed to have regained capacity if there is a finding to that effect by a court of competent jurisdiction or upon presentation of a certificate executed by two (2) physicians who have examined or treated such person which states that he or she is capable of caring for himself or herself and managing ordinary financial affairs.

E. **EFFECTIVENESS.** This instrument is to be construed and interpreted as a general durable power of attorney effective as of the date of the execution of this instrument and shall not be affected by my disability, incompetency or incapacity.

F. **EXONERATION OF AGENT.** I hereby bind myself to indemnify my Agent and any successor who shall so act against any and all claims, demands, losses, damages actions and causes of action, including expenses, costs and reasonable attorneys' fees which my Agent at any time may sustain or incur in connection with carrying out the authority granted to my Agent in this power of attorney; provided, however, that my Agent shall not be relieved of liability for breach of duty committed dishonestly, with an improper motive, or with reckless indifference to the purposes of the power of attorney or my best interests.

G. **NOMINATION OF GUARDIAN OR CONSERVATOR.** If court proceedings are hereafter commenced to appoint a guardian, conservator or other fiduciary to take charge of my personal care, or manage and conserve any part or all of my property, then I hereby nominate and appoint my Agent, as named herein and in the order named, as my guardian, conservator, or other fiduciary, and direct that such Agent shall serve without bond.

H. **REVOCATION/AMENDMENT.** This General Durable Power of Attorney may be voluntarily revoked by me by written instrument delivered to my Agent. My conservator or other fiduciary charged with the management of my property may also revoke or amend this instrument by written instrument delivered to my Agent. Any affidavit executed by my agent stating that he or she does not have, at the time of doing any act pursuant to this power of attorney, actual knowledge of the revocation, amendment or termination of this power of attorney, is, in the absence of fraud, conclusive proof of the non-revocation or non-termination of the power at that time.

I. **DEATH.** My death shall not revoke or terminate this agency 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.


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J. **AWARENESS OF CONTENTS.** I acknowledge that I have read carefully the provisions of this power of attorney. I understand that (a) this power of attorney authorizes my Agent to exercise all powers with respect to my real and personal property which I might personally exercise, (b) anything my Agent may do in exercise of these powers is fully binding upon me, and (c) these powers are not terminated by my being declared legally incapacitated.

K. **DESCRIPTIVE HEADINGS.** The descriptive headings used in this power of attorney are for convenience of reference only and shall not be deemed to alter or affect the meaning of any of its provisions.

L. **SEVERABILITY.** If any power or authorization granted under this power of attorney be determined to be invalid or ineffective, that invalidity or ineffectiveness shall not affect in any way the validity or authority given under any of the other powers, or authorization granted under this power of attorney.

M. **LIMITATIONS OF POWER.** Except for any specific power given herein to my Agent to make gifts, the following shall apply:

- a. Any power or authority granted to my Agent herein shall be limited so as to prevent this Power of Attorney from causing any Agent to be taxed on my income or from causing my assets to be subject to a "general power of appointment" by my Agent as defined in Internal Revenue Code Sections 2041 and 2514, 26 U.S.C. Sections 2041 and 2414, as amended.
- b. My Agent shall have no power or authority whatsoever with respect to any policy of insurance owned by me on the life of my Agent, or any trust created by my Agent as to which I am a trustee.
- c. Unless otherwise expressly provided herein, an Agent that is not my ancestor, spouse or descendant may not exercise authority under this power of attorney to create in the Agent, or in an individual to whom the Agent owes a legal obligation of support, an interest in my property, whether by gift, right of survivorship, beneficiary designation, disclaimer or otherwise.

IN WITNESS WHEREOF, I have executed this **GENERAL DURABLE POWER OF ATTORNEY** in three (3) counterparts, and I have directed that photographic copies of this power be made, which shall have the same force and effect as an original. This **GENERAL DURABLE POWER OF ATTORNEY** shall not be affected by any lapse of time.

IN WITNESS WHEREOF, I, **JOHNNIE R. KNIGHT**, have executed this **GENERAL DURABLE POWER OF ATTORNEY**, this the 19th day of May, 2012.

Johnnie R. Knight (SEAL)

Melondie Brashe

Witness

Gay Brashe

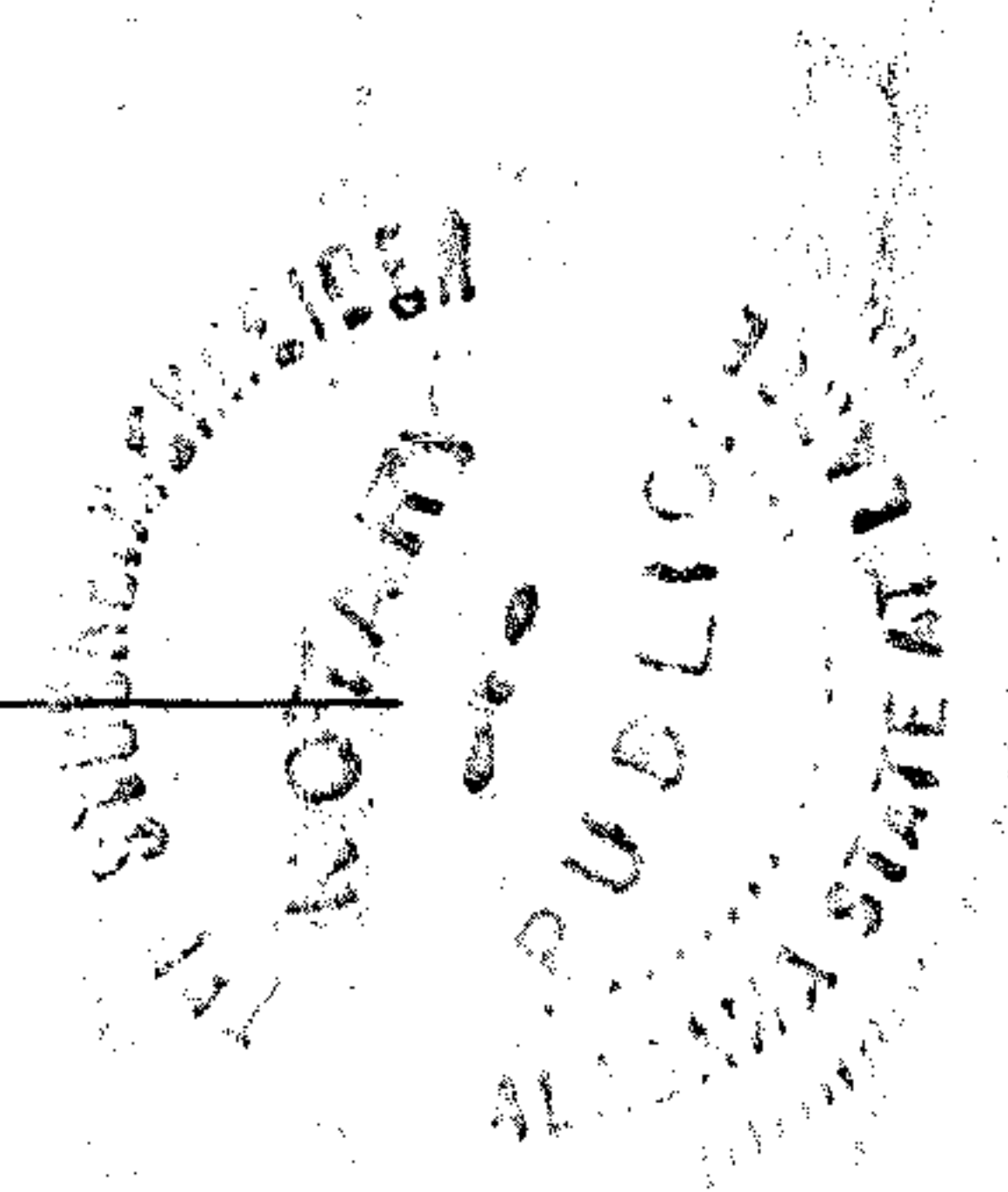
Witness

STATE OF ALABAMA)
SHELBY COUNTY)

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

Given under my hand and official seal this 19th day of May, 2012.

[Signature]
Notary Public



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Shelby Cnty Judge of Probate, AL
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