

DURABLE POWER OF ATTORNEY

M200782 ①

NOTICE: THE POWERS GRANTED BY THIS DOCUMENT ARE BROAD AND SWEEPING. IF YOU HAVE ANY QUESTIONS ABOUT THESE POWERS, OBTAIN LEGAL ADVICE. THIS DOCUMENT DOES NOT AUTHORIZE ANYONE TO MAKE MEDICAL AND OTHER HEALTH CARE DECISIONS FOR YOU. YOU MAY REVOKE THIS POWER OF ATTORNEY IF YOU LATER WISH TO DO SO.

I, EDETH K. KITCHENS of ~~4967 Stillwater Trail~~ *7068 Maumee Valley Ct*, Frisco, Collin County, Texas, appoint my husband, SIDNEY J. STOHS of ~~4967 Stillwater Trail~~, Frisco, Collin County, Texas, as my attorney-in-fact to exercise, do or perform any act, right, power, duty or obligation whatsoever that I now have or may acquire the legal right, power or capacity to exercise, do or perform in connection with, arising out of or relating to any person, item, thing, transaction, business, property, real or personal, tangible or intangible, or matter whatsoever, with like binding form and effect as if I were personally present and acting, and specifically to act for me in any lawful way with respect to the following subjects:

- (A) Real property transactions, as provided in Section 6(A);
- (B) Tangible or intangible personal property transactions, as provided in Section 6(B);
- (C) Stock and bond transactions, as provided in Section 6(C);
- (D) Commodity and option transactions, as provided in Section 6(D);
- (E) Banking and other financial institution transactions, as provided in Section 6(E);
- (F) Business operating transactions, as provided in Section 6(F);
- (G) Insurance and annuity transactions, as provided in Section 6(G);
- (H) Estate, trust and other beneficiary transactions, as provided in Section 6(H);
- (I) Claims and litigation, as provided in Section 6(I);
- (J) Personal and family maintenance, as provided in Section 6(J);
- (K) Benefits from social security, Medicare, Medicaid or other governmental programs or civil or military service, as provided in Section 6(K);
- (L) Retirement plan transactions, as provided in Section 6(L);
- (M) Tax matters, as provided in Section 6(M); and
- (N) Gifts and other estate planning, as provided in Section 6(N).

Section 1. Effective Date. This power of attorney is effective immediately and will continue until it is revoked. This power of attorney is not affected by my subsequent disability or incapacity.

Section 2. Existing Interests and Foreign Interests. The powers described in Section 6 may be exercised equally with respect to an interest I have at the time this power of attorney is executed or which I acquire later, whether or not the property is located in this state and whether or not the powers are exercised or this power of attorney is executed in this state.

Section 3. Application and Construction of Power of Attorney. This general power of attorney revokes any previous general powers of attorney granted by me. The provisions of this power of attorney shall be applied and construed as would the provisions of the Texas Durable Power of Attorney Act under Chapter XII, Section 506, of the Texas Probate Code. This instrument is to be construed and interpreted as a general power of attorney, and the enumeration of specific items, acts, rights or powers herein does not limit or restrict, and it is not to be construed or interpreted as limiting or restricting, the general power herein granted to my attorney-in-fact. Notwithstanding the following enumeration of powers, any authority granted to my attorney-in-fact hereunder shall be limited so as to prevent this power of attorney from causing my said attorney-in-fact to be taxed on my income and from causing my attorney-in-fact to possess a general power of appointment, as that term is defined in Section 2041 of the Internal Revenue Code (the Internal Revenue Code, as it exists at the time of execution of this document or as amended from time to time thereafter, or its successor statute, hereinafter referred to as "Internal Revenue Code").

Section 4. Reliance Upon Power and Indemnification. I agree that any third party who receives a copy of this general power of attorney may act under it. Revocation of this power of attorney, including revocation as a result of my death, is not effective as to a third party who acts in good faith under this power of attorney until the third party receives actual notice of the revocation. I agree to indemnify the third party for any claims that arise against the third party because of reliance on this power of attorney.

Section 5. Successor Attorneys-in-Fact. If the attorney-in-fact named by me dies, becomes legally disabled, resigns or refuses to act, I name my step-son TIMOTHY W. STOHS as successor to that attorney-in-fact. If TIMOTHY W. STOHS dies, becomes legally disabled, resigns or refuses to act, I name my daughter COURTNEY D. MONNETTE as successor to that attorney-in-fact to act in such capacity. If COURTNEY D. MONNETTE dies, becomes legally disabled, resigns or refuses to act, I name my step-daughter SARAH E. GILMORE as successor to that attorney-in-fact to act in such capacity.

Section 6. Special Instructions for Powers Granted. The following provisions relate to the powers granted the attorney-in-fact above:

(A) Real Property Transactions. - My attorney-in-fact, without further reference to a specific description of real property, shall have the power to:

(1) accept as a gift or as security for a loan or reject, demand, buy, lease, receive or otherwise acquire an interest in real property or a right incident to real property;

(2) sell, exchange, convey with or without covenants, quitclaim, release, surrender, mortgage, encumber, partition, consent to partitioning, subdivide, apply for zoning, rezoning or other governmental permits, plat or consent to platting, develop, grant options concerning, lease or sublet or otherwise dispose of an estate or interest in real property or a right incident to real property;

(3) release, assign, satisfy and enforce by litigation, action or otherwise a mortgage, deed of trust, encumbrance, lien or other claim to real property that exists or is claimed to exist;

(4) do any act of management or of conservation with respect to an interest in real property or a right incident to real property, owned or claimed to be owned by me, including the power to:

- (a) insure against a casualty, liability or loss;
- (b) obtain or regain possession or protect the interest or right by litigation, action or otherwise;
- (c) pay, compromise or contest taxes or assessments or apply for and receive refunds in connection with them;
- (d) purchase supplies, hire assistance or labor or make repairs or alterations in the real property; and
- (e) manage and supervise an interest in real property, including the mineral estate, by, for example, entering into a lease for oil, gas and mineral purposes, making contracts for development of the mineral estate or making pooling and unitization agreements;

(5) use, develop, alter, replace, remove, erect or install structures or other improvements on real property in which I have or claim to have an estate, interest or right;

(6) participate in a reorganization with respect to real property or a legal entity that owns an interest in or right incident to real property, receive and hold shares of stock or obligations received in a plan or reorganization and act with respect to the shares or obligations, including:

- (a) selling or otherwise disposing of the shares or obligations;
 - (b) exercising or selling an option, conversion or similar right with respect to the shares or obligations; and
 - (c) voting the shares or obligations in person or by proxy;
- (7) change the form of title of an interest in or right incident to real property; and

(8) dedicate easements or other real property in which I have or claim to have an interest to public use, with or without consideration.

(B) Tangible or Intangible Personal Property Transactions. My attorney-in-fact shall have the power to:

(1) accept as a gift or as security for a loan, reject, demand, buy, receive or otherwise acquire ownership or possession of tangible or intangible personal property or an interest in tangible or intangible personal property;

(2) sell, exchange, convey with or without covenants, release, surrender, mortgage, encumber, pledge, hypothecate, create a security interest in, pawn, grant options concerning, lease

or sublet to others or otherwise dispose of tangible or intangible personal property or an interest in tangible or intangible personal property;

(3) release, assign, satisfy or enforce by litigation, action or otherwise a mortgage, security interest, encumbrance, lien or other claim on my behalf, with respect to tangible or intangible personal property or an interest in tangible or intangible personal property; and

(4) do any act of management or conservation with respect to tangible or intangible personal property or an interest in tangible or intangible personal property on my behalf, including:

- (a) insuring against casualty, liability or loss;
- (b) obtaining or regaining possession or protecting the property or interest by litigation, action or otherwise;
- (c) paying, compromising or contesting taxes or assessments or applying for and receiving refunds in connection with taxes or assessments;
- (d) moving from place to place;
- (e) storing for hire or on a gratuitous bailment; and
- (f) using, altering and making repairs or alterations.

(C) Securities Transactions. My attorney-in-fact shall have the power to buy, sell and exchange stocks, bonds, mutual funds and all other types of securities and financial instruments other than commodity futures contracts and call and put options on stocks and stock indexes, receive certificates and other evidences of ownership with respect to securities, exercise voting rights with respect to securities in person or by proxy, enter into voting trusts and consent to limitations on the right to vote. My attorney-in-fact shall further have the power to purchase, acquire, possess and maintain for me any amount of United States government obligations which are eligible for redemption at face or par value in the payment of federal estate taxes (including the power to borrow money and sign my name to any promissory note for such purposes and to pledge any property of mine, including such government obligations, as security for any such loan); to collect any of the proceeds of any coupons which may become due thereon; and to partition my interest in any such government obligations.

(D) Commodity and Option Transactions. My attorney-in-fact shall have the power to buy, sell, exchange, assign, settle and exercise commodity futures contracts and call and put options on stocks and stock indexes traded on a regulated options exchange and establish, continue, modify or terminate option accounts with a broker.

(E) Banking and Other Financial Institution Transactions. My attorney-in-fact shall have the power to:

- (1) continue, modify or terminate an account or other banking arrangement made by or on my behalf;
- (2) establish, modify or 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 my attorney-in-fact;
- (3) hire a safe deposit box or space in a vault;

(4) contract to procure other services available from a financial institution as my attorney-in-fact considers desirable;

(5) withdraw by check, order or otherwise money or property of mine deposited with or left in the custody of a financial institution;

(6) receive bank statements, vouchers, notices or similar documents from a financial institution and act with respect to them;

(7) enter a safe deposit box or vault and withdraw or add to the contents;

(8) borrow money at an interest rate agreeable to my attorney-in-fact and pledge as security real or personal property of mine necessary to borrow, pay, renew or extend the time of payment of a debt of mine;

(9) make, assign, draw, endorse, discount, guarantee and negotiate promissory notes, bills of exchange, checks, drafts or other negotiable or nonnegotiable paper of mine or payable to me or my order, to receive the cash or other proceeds of those transactions, to accept a draft drawn by a person on my account and to pay me when due;

(10) receive for me and act on a sight draft, warehouse receipt or other negotiable or nonnegotiable instrument;

(11) apply for and receive letters of credit, credit cards and traveler's checks from a financial institution and give an indemnity or other agreement in connection with letters of credit; and

(12) consent to an extension of the time of payment with respect to commercial paper or a financial transaction with a financial institution.

(F) Business Operating Transactions. My attorney-in-fact shall have the power to:

(1) operate, buy, sell, enlarge, reduce or terminate a business interest;

(2) to the extent that an agent is permitted by law to act for a principal and subject to the terms of the partnership agreement:

(a) perform a duty or discharge a liability or exercise a right, power, privilege or option that I have, may have or claim to have under a partnership agreement, whether or not I am a general or limited partner;

(b) enforce the terms of a partnership agreement by litigation, action or otherwise; and

(c) defend, submit to arbitration, settle or compromise litigation or an action to which I am a party because of membership in the partnership;

(3) exercise in person or by proxy or enforce by litigation, action or otherwise a right, power, privilege or option I have or claim to have as the holder of a bond, share or other instrument of similar character and defend, submit to arbitration, settle or compromise a legal proceeding to which I am a party because of a bond, share or similar instrument;

(4) with respect to a business owned solely by me:

- (a) continue, modify, renegotiate, extend and terminate a contract made with an individual or a legal entity, firm, association or corporation by or on my behalf with respect to the business before execution of this power of attorney;
- (b) determine:
 - (i) the location of its operation;
 - (ii) the nature and extent of its business;
 - (iii) the methods of manufacturing, selling, merchandising, financing, accounting and advertising employed in its operation;
 - (iv) the amount and types of insurance carried; and
 - (v) the mode of engaging, compensating and dealing with its accountants, attorneys-in-fact and other agents and employees;
- (c) change the name or form of organization under which the business is operated and enter into a partnership agreement with other persons or organize a corporation to take over all or part of the operation of the business; and
- (d) demand and receive money due or claimed by me or on my behalf in the operation of the business and control and disburse the money in the operation of the business;
- (5) put additional capital into a business in which I have an interest;
- (6) join in a plan of reorganization, consolidation or merger of the business;
- (7) sell or liquidate a business or part of it at the time and on the terms that my attorney-in-fact considers desirable;
- (8) establish the value of a business under a buy-out agreement to which I am a party;
- (9) prepare, sign, file and deliver reports, compilations of information, returns or other papers with respect to a business that are required by a governmental agency, department or instrumentality or that my attorney-in-fact considers desirable and make related payments; and
- (10) pay, compromise or contest taxes or assessments and do any other act that my attorney-in-fact considers desirable to protect me from illegal or unnecessary taxation, fines, penalties or assessments with respect to a business, including attempts to recover, in any manner permitted by law, money paid before or after the execution of this power of attorney.

(G) Insurance Transactions. My attorney-in-fact shall have the power to:

- (1) continue, pay the premium or assessment on, modify, rescind, release or terminate a contract procured by or on my behalf that insures or provides an annuity to either me or another person, whether or not I am a beneficiary under the contract;
- (2) procure new, different or additional contracts of insurance and annuities for me or my spouse, children and other dependents and select the amount, type of insurance or annuity and mode of payment;

(3) pay the premium or assessment on or modify, rescind, release or terminate a contract of insurance or annuity procured by my attorney-in-fact;

(4) designate the beneficiary of the contract, except that my attorney-in-fact may be named a beneficiary of the contract or an extension, renewal or substitute for the contract only to the extent my attorney-in-fact was named as a beneficiary under a contract procured by me before executing this power of attorney;

(5) apply for and receive a loan on the security of the contract of insurance or annuity;

(6) surrender and receive the cash surrender value;

(7) exercise an election;

(8) change the manner of paying premiums;

(9) change or convert the type of insurance contract or annuity with respect to which I have or claim to have a power described in this Section;

(10) change the beneficiary of a contract of insurance or annuity, except that my attorney-in-fact may be designated a beneficiary only to the extent authorized by Section 6(G)(4);

(11) apply for and procure government aid to guarantee or pay premiums of a contract of insurance on my life;

(12) collect, sell, assign, hypothecate, borrow on or pledge my interest in a contract of insurance or annuity; and

(13) pay from proceeds or otherwise, compromise or contest or 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 because of the tax or assessment.

(H) Estate, Trust and Other Beneficiary Transactions. My attorney-in-fact shall have the power to act for me in all matters that affect a trust, probate estate, guardianship, conservatorship, escrow, custodianship or other fund from which I am, may become or claim to be entitled, as a beneficiary, to a share or payment, including the power to:

(1) accept, reject, disclaim, receive, receipt for, sell, assign, release, pledge, exchange or consent to a reduction in or modification of a share in or payment from the fund;

(2) demand or obtain by litigation, action or otherwise money or any other thing of value to which I am, may become or claim to be entitled because of the fund;

(3) initiate, participate in or oppose a legal or judicial proceeding to ascertain the meaning, validity or effect of a deed, will, declaration of trust or other instrument or transaction affecting my interests;

(4) initiate, participate in or oppose a legal or judicial proceeding to remove, substitute or surcharge a fiduciary;

(5) conserve, invest, disburse or use anything received for an authorized purpose;

(6) transfer all or part of my interest in real property, stocks, bonds, accounts with financial institutions, insurance and other property to the trustee of a revocable trust created by me as settlor or into such trust or trusts as my said attorney-in-fact shall deem proper (including a trust established by my attorney-in-fact and/or a trust of which my attorney-in-fact serves as trustee), provided that the assets and property of such trust or trusts shall upon my death either be distributed to my estate or be distributed substantially in accordance with the terms of such will and/or other document or documents that shall appear to control the disposition of my estate upon my death and that I shall have executed; and

(7) exercise any powers and any duties vested in me, whether solely or jointly, with any other or others as executor, administrator or trustee or in any other fiduciary capacity, so far as such power or duty is capable of validly being delegated.

(I) Claims and Litigation. My attorney-in-fact shall have the power to:

(1) assert and prosecute before a court or administrative agency a claim, a claim for relief, a counterclaim or an offset or defend against an individual, a legal entity or a government, including suits to recover property or other thing of value, to recover damages sustained by me, to eliminate or modify tax liability or to seek an injunction, specific performance or other relief;

(2) bring an action to determine adverse claims, intervene in an action or litigation and act as amicus curiae;

(3) in connection with an action or litigation, procure an attachment, garnishment, libel, order of arrest or other preliminary, provisional or intermediate relief and use an available procedure to effect or satisfy a judgment, order or decree;

(4) in connection with an action or litigation, perform any lawful act I could perform, including acceptance of tender, offer of judgment, admission of facts, submission of a controversy on an agreed statement of facts, consent to examination before trial and binding me in litigation;

(5) submit to arbitration, settle and propose or accept a compromise with respect to a claim or litigation;

(6) waive the issuance and service of process on me, accept service of process, appear for me, designate persons on whom 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 or receive and 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;

(7) act for me with respect to bankruptcy or insolvency proceedings, whether voluntary or involuntary, concerning me or some other person, with respect to a reorganization proceeding or a receivership or application for the appointment of a receiver or trustee that affects an interest of mine in real or personal property or other thing of value; and

(8) pay a judgment against me or a settlement made in connection with a claim or litigation and receive and conserve money or other thing of value paid in settlement of or as proceeds of a claim or litigation.

(J) Personal and Family Maintenance. My attorney-in-fact shall have the power to:

(1) perform the acts necessary to maintain the customary standard of living of myself, my spouse and children and other individuals customarily or legally entitled to be supported by me, including providing living quarters by purchase, lease or other contract or paying the operating costs, including interest, amortization payments, repairs and taxes on premises owned by me and occupied by those individuals;

(2) provide for the individuals described by Subdivision (1) of this Subsection normal domestic help, usual vacations and travel expenses and funds for shelter, clothing, food, appropriate education and other current living costs;

(3) pay necessary medical, dental and surgical care, hospitalization and custodial care for the individuals described by Subdivision (1) of this Subsection;

(4) continue any provision made by me for the individuals described by Subdivision (1) of this Subsection, for automobiles or other means of transportation, including registering, licensing, insuring and replacing the automobiles or other means of transportation;

(5) maintain or open charge accounts for the convenience of the individuals described by Subdivision (1) of this Subsection and open new accounts my attorney-in-fact considers desirable to accomplish a lawful purpose; and

(6) continue payments incidental to the membership or affiliation of myself in a church, club, society, order or other organization or to continue contributions to those organizations.

(K) Benefits from Certain Governmental Programs or Civil or Military Service. My attorney-in-fact shall have the power to:

(1) execute vouchers in my name for allowances and reimbursements payable by the United States, a foreign government or a state or subdivision of a state to me, including allowances and reimbursements for transportation of the individuals described by Section 6(J)(1) and for shipment of their household effects;

(2) take possession and order the removal and shipment of my property 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) prepare, file and prosecute a claim of mine to a benefit or assistance, financial or otherwise, to which I claim to be entitled under a statute or governmental regulation;

(4) prosecute, defend, submit to arbitration, settle and propose or accept a compromise with respect to any benefits I may be entitled to receive; and

(5) receive the financial proceeds of a claim of the type described in this Subsection and conserve, invest, disburse or use anything received for a lawful purpose.

(L) Retirement Plan Transactions. My attorney-in-fact shall have the power to do any lawful act that I may do with respect to a transaction relating to a retirement plan, including the power to:

(1) apply for service or disability retirement benefits;

(2) select payment options under any retirement plan in which I participate, including plans for self-employed individuals;

(3) designate or change the designation of a beneficiary or benefits payable by a retirement plan, except that my attorney-in-fact may be named a beneficiary only to the extent my attorney-in-fact was a named beneficiary under the retirement plan before this power of attorney was executed;

(4) make voluntary contributions to retirement plans if authorized by the plan;

(5) exercise the investment powers available under any self-directed retirement plan;

(6) make "rollovers" of plan benefits into other retirement plans;

(7) borrow from, sell assets to and purchase assets from retirement plans if authorized by the plan;

(8) waive my right to be a beneficiary of a joint or survivor annuity if I am a spouse who is not employed;

(9) receive, endorse and cash payments from a retirement plan;

(10) waive my right to receive all or a portion of benefits payable by a retirement plan;
and

(11) request and receive information relating to me from retirement plan records.

In this section, "retirement plan" means (1) an employee pension benefit plan as defined by Section 1002, Employee Retirement Income Security Act of 1974 (ERISA) (29 U.S.C. Section 1002), without regard to the provisions of Section (2)(B) of that section; (2) a plan that does not meet the definition of an employee benefit plan under ERISA because the plan does not cover common law employees; (3) a plan that is similar to an employee benefit plan under ERISA, regardless of whether it is covered by Title I of ERISA, including a plan that provides death benefits to the beneficiary of employees; and (4) an individual retirement account or annuity or a self-employed pension plan or similar plan or account.

(M) Tax Matters. My attorney-in-fact shall have the power to;

(1) prepare, sign and file federal, state, local and foreign income, gift, payroll, 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 Section 2032A of the Internal Revenue Code, closing agreements and any power of attorney form required by the Internal Revenue Service or other taxing authority with respect to a tax year on which the statute of limitations has not run and 25 tax years following that tax year;

(2) pay taxes due, collect refunds, post bonds, receive confidential information and contest deficiencies determined by the Internal Revenue Service or other taxing authority;

(3) exercise any election available to me under federal, state, local or foreign tax law;
and

(4) act for me in all tax matters for all periods before the Internal Revenue Service and any other taxing authority.

(N) Gifts and Other Estate Planning. My attorney-in-fact shall have the power to:

(1) continue in my attorney-in-fact's discretion a gift program for the benefit of charity, to make gifts in my attorney-in-fact's discretion to any of my descendants and to make gifts in my attorney-in-fact's discretion to any other persons to whom I have made gifts in prior years (but not to exceed annually, as to gifts to any person serving as my attorney-in-fact hereunder, the lesser of (i) the amount described in Section 2041(b)(2) of the Internal Revenue Code and (ii) the maximum amount of the gift tax annual exclusion available under Section 2503(b) of the Internal Revenue Code and not to exceed annually, with respect to gifts to other individuals, the maximum amount of the gift tax annual exclusion available under Section 2503(b) of the Internal Revenue Code), by transferring either directly or indirectly to one or more of these donees such cash, stocks, bonds, securities, or other property and interest in property (consisting of any property, real, personal or mixed of whatsoever kind, wheresoever located and whensoever acquired) as and when my said attorney-in-fact may think proper and in such amounts consistent with my prior gifts, my current estate and the respective needs of the donees;

(2) enter into a partition or other marital agreement with my spouse by which my spouse and I set forth what is our respective separate property, partition community property into separate property, agree that income from separate property shall be separate property of the spouse who owns such separate property and to make such other agreements as shall be contemplated by Section 4.001 et seq. of the Texas Family Code, as it exists at the time of execution of this document or as amended from time to time thereafter, or its successor statute; and

(3) ratify or confirm any agreement that I entered into with my spouse in contemplation of marriage.

(O) Construction of Powers Described in Sections 6(A)-(N). With respect to each class of transactions described in Sections 6(A)-(N), my attorney-in-fact shall have the power to:

(1) demand, receive and obtain by litigation, action or otherwise any money or other thing of value to which I am, may become or may claim to be entitled;

(2) conserve, invest, disburse or use any money or other thing of value received on my behalf for the purposes intended;

(3) contract in any manner with any person, on terms agreeable to my attorney-in-fact, to accomplish a purpose of a transaction and perform, rescind, reform, release or modify the contract or another contract made by or on my behalf;

(4) execute, acknowledge, seal and deliver a deed, revocation, mortgage, lease, notice, check, release or other instrument my attorney-in-fact considers desirable to accomplish a purpose of a transaction;

(5) prosecute, defend, submit to arbitration, settle and propose or accept a compromise with respect to a claim existing in favor of or against me or intervene in an action or litigation relating to the claim;

(6) seek on my behalf the assistance of a court to carry out an act authorized by this power of attorney;

(7) engage, compensate and discharge an attorney, accountant, expert witness or other assistant;

(8) keep appropriate records of each transaction, including an accounting of receipts and disbursements;

(9) prepare, execute and file a record, report or other document my attorney-in-fact considers necessary or desirable to safeguard or promote my interest under a statute or governmental regulation;

(10) reimburse my attorney-in-fact for expenditures made in exercising the powers granted by this power of attorney; and

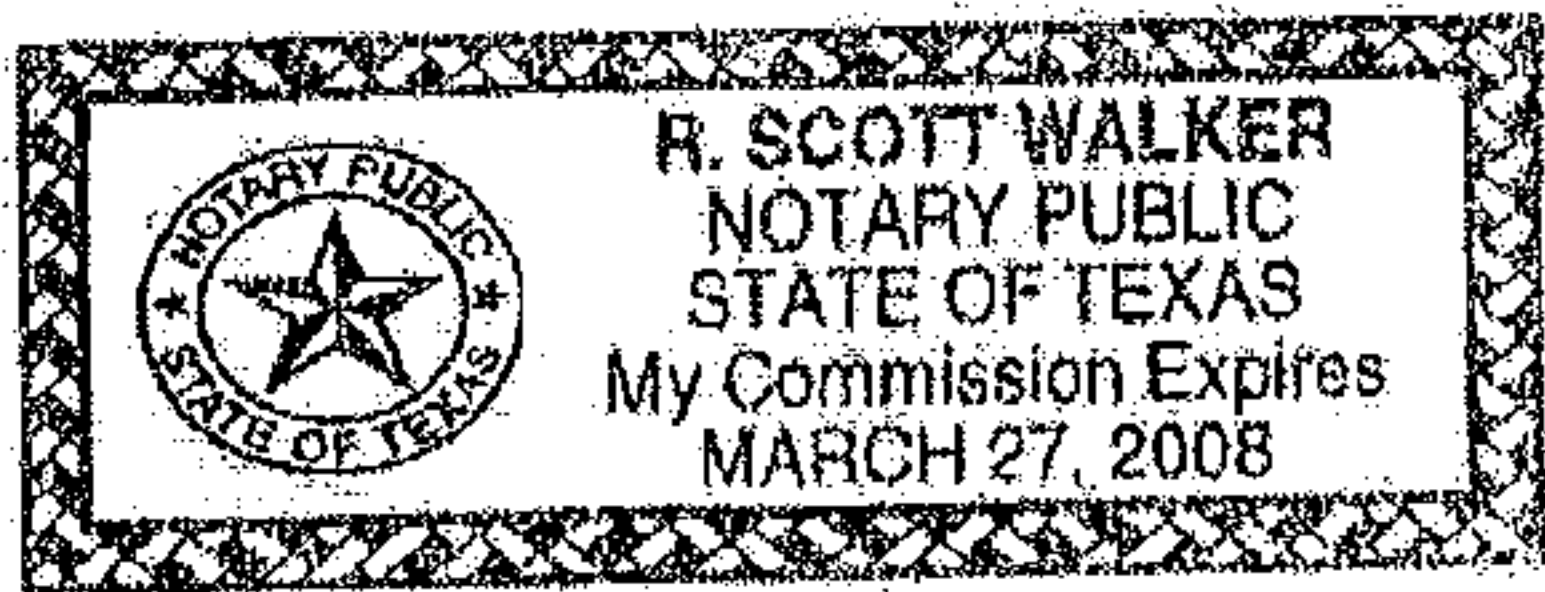
(11) in general, do any other lawful act that I may do with respect to a transaction, regardless of whether my attorney-in-fact shall be dealing with my attorney-in-fact as an individual, a partner or officer in any partnership, corporation or other entity, an executor, administrator or guardian of the estate of any person, or a beneficiary of any trust or with any partnership, corporation, trust or other entity in which my attorney-in-fact may have an interest.

This Durable Power of Attorney signed this 16th day of December, 2004.

Edeth K. Kitchens
EDETH K. KITCHENS

STATE OF TEXAS §
 §
COUNTY OF DALLAS §

This document was acknowledged before me on this 16th day of December, 2004, by EDETH K. KITCHENS.



R. Scott Walker
Notary Public, State of Texas



Filed and Recorded
Official Public Records
Judge of Probate, Shelby County Alabama, County
Clerk
Shelby County, AL 12
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Allen S. Bayl