

**GENERAL DURABLE POWER OF ATTORNEY
EFFECTIVE UPON DISABILITY, INCOMPETENCY
OR INCAPACITY OF PRINCIPAL**

Inst # 1997-21479

KNOW ALL MEN BY THESE PRESENTS: That I, JOYCE L. NESMITH, of the County of Jefferson, State of Alabama, have made, constituted and appointed, and by these presents do make, constitute and appoint Arthur Loyd Nesmith my true and lawful attorney-in-fact (hereinafter called "Agent"), for me in my name, place and stead, and for my behalf and benefit:

1. **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, with full power of substitution or revocation, hereby ratifying and confirming all that my Agent shall lawfully do or cause to be done by virtue of this power of attorney and the powers herein granted;

(a) **Powers of Collection and Payment:** To forgive request, demand, sue for, recover, collect, receive, and hold all such sums of money, debts, dues, commercial paper, checks, drafts, accounts, deposits, legacies, bequests, devises, notes, interests, stock certificates, bonds, dividends, certificates of deposit, annuities, pension, profit sharing, retirement, social security, insurance and other contractual benefits and proceeds, all documents of title, all property, real or personal, intangible and tangible property and property rights and demands whatsoever, liquidated or unliquidated, now or hereafter owned by, 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) **Power to Acquire and Sell:** To acquire, purchase, exchange and grant options to sell, mortgage, pledge, lease, sell and convey real or personal property, tangible or intangible, or interests therein, on such terms and conditions as my Agent shall deem proper, with full authority to sign, endorse, execute and deliver any sales agreement, deed, bill of sale and all other instruments or documents pertaining to the sale of any of my real or personal property; and to enter into bonds, contracts, mortgages and deeds connected therewith;

(c) **Management Powers:** To maintain, repair, improve, invest, manage, insure, rent, lease, encumber, and in any manner deal with any real or personal property, tangible or intangible, or any interest therein, that I now own or may hereafter acquire in my name and for my benefit, upon such terms and conditions as my Agent shall deem proper;

(d) **Banking Powers:** To make, receive and endorse checks and drafts, deposit and withdraw funds, acquire and redeem certificates of deposit, in banks, savings and loan associations and 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;

(e) **Motor Vehicles**: To apply for a Certificate of Title upon, and endorse and transfer title thereto, for any automobile, truck, pickup, van, motorcycle or other motor vehicle, and to represent in such transfer assignment that the title to said motor vehicle is free and clear of all liens and encumbrances except those specifically set forth in such transfer assignment;

(f) **Tax Powers**: To prepare, sign and file joint or separate income 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 any tax;

(g) **Safe Deposit Boxes**: 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 safe deposit box, and any institution in which any such safe deposit box may be located shall not incur any liability to me or my estate as a result of permitting my Agent to exercise this power;

(h) **Power to Hold Property and Make Investments**: To hold or acquire any property or securities, regardless of whether such property or securities are a so-called "legal" investment, where such course is, in the said Agent's opinion, for my best interest;

(i) **Power of Access and Disclosure of Medical Records and Financial Information**: 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, and 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;

(j) **Power to Provide Health Care Services**: To give or withhold consent to any medical procedure, test or treatment for me including choice of a physician, choice of a hospital or nursing home; to revoke, withdraw, modify or change consents to such procedures, tests or treatment; and to provide such other care, comfort, maintenance and support as my Agent may deem necessary;

(k) **Power to Employ and Discharge Health Care Personnel**: To employ and discharge medical personnel including such physicians, psychiatrists, dentists, nurses, and therapists as my Agent shall deem necessary for my physical, mental and emotional well-being, and to pay such individuals, or any of them, reasonable compensation;

(l) **Power to Borrow**: To borrow any sum or sums of money on such terms (including the power to borrow against the cash surrender value of any life insurance policy issued on my life), and with such security, whether real or personal property, as my Agent may think fit, and for that purpose to execute all promissory notes, bonds, mortgages, deeds of trust, security agreements, and other instruments which may be necessary or proper;

(m) **Disclaimer**: To exercise or release powers of appointment in whole or in part and to disclaim or renounce in whole or in part any interest that I might otherwise have as a joint owner, beneficiary, heir or otherwise and in exercising such discretion, my Agent may take into account such matters as shall include but shall not be limited to any reduction in estate or inheritance taxes on my estate, and the effect of such renunciation or disclaimer upon persons interested in my estate and persons who would receive the renounced or disclaimed property;

(n) **Trusts:** To transfer, assign and convey any property or interest in property, the legal or equitable title to which is in my name, to any trust of which I am the primary beneficiary during my lifetime and under the terms of which I expressly have the power to amend or revoke such trust, and to exercise any right of withdrawal of income and/or principal which I may have pursuant to the terms and conditions of such trust, whether such trust was created before or after the execution of this power of attorney;

2. **MISCELLANEOUS:** I grant to the Agent named herein the following additional powers and authority:

(a) In the event my Agent named herein should be of the opinion at any time that he does not have the expertise to manage all or any part of my assets, I grant to said Agent the right and power to delegate the management powers hereinabove granted over all or any part of my assets to any bank or trust company having at such time total resources of not less than One Hundred Twenty-Five Million Dollars, and to enter into any management or agency agreements with the said bank or trust company pertaining thereto, with the right on the part of the Agent named herein to revoke and cancel any such agreement at any time upon not more than ninety (90) days' written notice to said bank or trust company;

(b) I grant full and absolute authority to the Agent named herein, on a noncumulative, yearly basis, to make gifts to my children, in trust or otherwise, as well as to their spouses and to their children, in trust or otherwise, with the amount of gifts to each such person each year not to exceed that amount which is excludable from the total amount of gifts made during such year under Section 2503(b) of the Internal Revenue Code of 1986, as amended from time to time.

(c) I further authorize and empower my Agent to engage, employ and dismiss any agents, clerks, servants, attorneys-at-law, accountants, investment advisors, custodians, or other persons in and about the performance of these presents as my Agent shall think fit.

Any decisions made by the said Agent with respect to the matters set forth hereinabove in subsections (b) and (c) shall be final, binding and conclusive upon all of the beneficiaries of my estate, and said Agent shall be released and discharged of and from all liability for any such decisions that he may make in good faith with respect thereto.

3. **INTERPRETATION AND GOVERNING LAW:** This instrument is to be construed and interpreted as a general durable power of attorney effective upon my disability, incompetency or incapacity. The enumeration of specific powers herein is not intended to, nor does it, limit or restrict the general powers herein granted to my Agent. This instrument is executed and delivered in the State of Alabama, and the laws of the State of Alabama shall govern all questions as to the validity of this power and the construction of its provisions.

4. **INDEMNITY:** 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 and reasonable attorneys' fees which my Agent at any time may sustain or incur in connection with carrying out the authority granted them in this power of attorney.

5. **THIRD PARTY RELIANCE:** Third parties may rely upon the representations of my Agent as to all matters relating to any power granted to my Agent, and no person who may act in reliance upon the representations of my Agent or the authority granted to my Agent shall incur any liability to me or my estate as a result of

permitting my Agent to exercise any power.

6. **EFFECTIVENESS OF POWER OF ATTORNEY**: This instrument is to be construed and interpreted as a general durable power of attorney effective only upon my disability, incompetency or incapacity, it being my intent that the authority conferred herein upon my said Agent shall be exercisable only upon my subsequent disability, incompetency or incapacity. For the purposes of the powers and authority herein granted to my said Agent, I shall be presumed to be physically or mentally disabled or incompetent upon the presentation of a certificate or other writing executed by a physician duly licensed to practice medicine in any state in the United States or in any other country stating that at such time I have become basically incapacitated, or feeble minded or so mentally or physically defective by reason of age, sickness, use of drugs, the excessive use of alcohol or for other causes that I am unable to take care of my property, and, in consequence thereof, I am liable to dissipate or lose the same, or to become the victim of designing persons. When the letter, certificate or other writing of such physician relating to my physical or mental condition at such time, all as hereinabove set forth, shall be attached to this power of attorney, my Agent will then be authorized to represent to all third parties that the powers and authority granted to them as herein set forth have become fully effective, and that no person who may act in reliance upon such representation of my Agent or the authority granted to my Agent here in shall incur any liability to me or my estate as a result of permitting my Agent to exercise any such power.

7. **NOMINATION OF GUARDIAN OR CONSERVATOR**: In the event court proceedings are hereafter commenced to appoint a guardian, conservator or other fiduciary to take charge of my person, or to manage and conserve my property, I hereby nominate and appoint my Agent Arthur Loyd Nesmith as my guardian, conservator, or other fiduciary.

8. **REVOCATION**: This general durable power of attorney may be voluntarily revoked by me by written instrument delivered to my Agent. My guardian may also revoke this instrument by written instrument delivered to my Agent. Any affidavit executed by my Agent stating that he does not have, at the time of doing any act pursuant to this power of attorney, actual knowledge of the revocation or termination of this power of attorney, is, in the absence of fraud, conclusive proof of the non revocation or nontermination of the power at that time.

9. **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.

10. **SUCCESSOR AGENT**: In the event Arthur Loyd Nesmith should predecease me or become disabled, incompetent or incapacitated, I hereby constitute and appoint Gary Paul Nesmith as Successor Agent with all the powers and obligations of my original Agent as set forth above. For purposes hereof, any disability, incompetency or incapacity of Arthur Loyd Nesmith shall be determined in the same manner as for me as provided in paragraph 6 above.

IN WITNESS WHEREOF, I have executed this General Durable Power of Attorney, effective upon my disability, incapacity or incompetency, and I have directed that photographic copies of this power be made, which shall have the same force and effect as an original.

DATED at Birmingham, Alabama, on the 10th day of March, 1995.

Joyce L. Nesmith
Principal

STATE OF ALABAMA)
COUNTY OF JEFFERSON)

I, the undersigned authority, a Notary Public in and for said County in said State, hereby certify that Joyce L. Nesmith, whose name is signed to the foregoing instrument, 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.

March Given under my hand and official seal this the 10 day of March, 1995.

Renee S Rutland
Notary Public
My Commission Expires: 6-24-95

Inst # 1997-21479

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07/09/1997-21479
10:39 AM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
005 MEL 18.50