

DURABLE POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, That I, Glynn H. Rasor, of City of Franklin, County of Williamson, State of Tennessee, have made, constituted and appointed, and by these presents do make, constitute and appoint my husband, Charles E. Rasor, my true and lawful attorney and agent, with the power to act for me, and in my name, and on my behalf. My said attorney and agent is authorized to do, execute, or perform any act that I might or could do, including, but not limited to the following:

1. To demand, recover and receive, all and any sum or sums of money, debts or effects, due, payable, coming or belonging, or which may at any time be due, payable, coming or belonging, to me from any person or persons or entity or entities, whatsoever;
2. To make and execute any note or other instruments or contracts in my name, and on my account, to and for any amount and in any form and for any purpose which he may deem proper or expedient;
3. To sign and endorse checks, drafts, and notes, and to accept drafts as attorney and agent for me;
4. To withdraw money on deposit in my name from any checking accounts and savings accounts in any bank or savings institution;
5. To sell any stock, and to vote any stock at any and all meetings of the stockholders, of any company in which I own stock, including the right to waive notice of any such meeting and to execute any and all documents in connection with said stock and to exercise any and all powers which may be exercised thereunder, and to determine the price at which he shall sell from time to time any stock which I may own;
6. To withdraw any money, stocks, bonds, or other securities from any brokerage firm and to authorize and require that any such stocks, bonds, or other securities be registered in the name of my said attorney and agent, personally and without any reference to his power or agency;
7. To have access to and control of the contents of any and all safe deposit boxes and safes now rented by me or owned by me in the vault of any bank, or branch thereof, with power to relinquish said safe or safe deposit box, to exchange or to make substitution of another safe or safe deposit box therefor, and to have access to and control of the contents of such safe or safe deposit box or boxes to give to my said attorney access to said safe or safe deposit box or boxes or substituted safe or safe deposit boxes and control of the contents thereof, whether or not my said attorney shall have possession of any key or lock combination used by me to open such a safe or box;
8. To lease for any length of time and to sell, exchange, or dispose of and to mortgage any real estate and/or mineral rights of which I am seized or possessed in fee simple, or in which I own any lesser interest, to any person or persons, for any price, or in any manner

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whatsoever, and for these purposes to execute and acknowledge any deed or deeds, lease or leases, or other assurance or assurances, with general covenants of warranty against all persons, or any other covenants whatsoever, as he may deem expedient;

9. To enter into any lands or other real estate to which I am or may be entitled, and to recover the possession thereof, and damages for any injury done thereto, and to distrain for rent due thereon;

10. To pay for all repairs, insurance, taxes, commissions, fees, salaries, wages, and other expenses that he may deem desirable or necessary to be paid in relation to any such properties or to the maintenance of my residence or to my maintenance and support;

11. To make any investments or purchases for me in any property or business that he may deem advisable regardless of whether the same may be a legal investment under the laws of any state;

12. To incur indebtedness in my name and execute any evidence thereof and give security therefor by pledge or otherwise;

13. To prepare, execute, and file all income and other tax returns, declarations, protests, claims for refund, and other documents and papers pertaining to income and other taxes imposed by the United States, the State of Alabama, and any other authority for taxable years five years preceding the date this document shall become effective, or any taxable period thereafter or earlier which he may deem advisable;

14. To settle and adjust all accounts or demands now subsisting, or which may hereafter subsist, between me and any person or persons whatsoever, and to submit the same to and decide them by arbitration;

15. To release mortgages which I may at any time hold on property of any other person or entity and to satisfy any such mortgages by signing my name to any instrument designed to satisfy any such mortgages;

16. To commence and prosecute to final judgment and execution any suit or suits, action or actions, which he shall deem proper for the recovery, possession or enjoyment of any matter or thing, real, personal, or mixed, which is or which may hereafter be due, payable, owing, belonging, accruing or appertaining to me, and, in any such suits or actions, for me, in person or by such attorneys or counsel he may deem necessary or proper to retain or employ, to appear and plead before any court or tribunal having jurisdiction thereof, and all stipulations, undertakings, recognizances and other requisites in any suits or actions, and any questions arising on the same, by arbitration or other compromise, may be made by him, and he shall have full authority with respect to receipts and recoveries in the premises, due acquittances and discharges, and generally to do and perform all matters and things and transact all business which may be requisite or proper to effectuate all and any of the premises, or any other matter or thing appertaining or belonging to me, with the same powers, and to all intents and purposes, with the same validity as I could, if personally

present; and

17. To substitute one or more agents to act for him in or concerning the premises, or any part thereof, and to revoke the same at his pleasure.

In addition to the above powers, which are immediately effective, if, in the opinion of my attending physician, I am no longer able to give directions to health care providers, I grant to my agent the following health care powers, pursuant to Section 26-1-2(g), Code of Alabama (1975), as amended:

(a) To request, receive and review any information, verbal or written, regarding 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 or entities as my agent shall deem appropriate;

(b) To contract on my behalf for any health care related service or facility; to employ and discharge medical, social services, and other support personnel responsible for my care, including, without limitation, physicians, psychiatrists, dentists, nurses, therapists, and sitters, as my agent shall deem necessary for my physical, mental and emotional well-being; and to arrange for any such personnel or facility to be paid reasonable compensation;

(c) To give or withhold consent to any medical procedure, test or treatment, including surgery; to arrange for my hospitalization, convalescent care, hospice or home care; to summon paramedics or other emergency medical personnel and seek emergency treatment for me, as my agent shall deem appropriate; and under circumstances in which my agent determines that certain medical procedures, tests or treatments are no longer of any benefit to me or, where the benefits are outweighed by the burdens imposed, to revoke, withdraw, modify or change consent to such procedures, tests and treatments, as well as hospitalization, convalescent care, hospice or home care which I or my agent may have previously allowed or consented to due to emergency conditions. My agent's decisions shall be guided by taking into account (a) the provisions of this document, (b) any reliable evidence of preferences that I may have expressed on the subject, whether before or after the execution of this document, (c) what my agent believes I would want done in the circumstances if I were able to express myself, and (d) any information given to my agent by the physicians treating me as to my medical diagnosis and prognosis, and the intrusiveness, pain, risks and side effects associated with the treatment;

(d) To consent to and arrange for the administration of pain-relieving drugs of any kind or other surgical or medical procedures calculated to relieve my pain, including unconventional pain-relief therapies which my agent believes may be helpful, even though such drugs or procedures may have adverse side effects, may cause addiction, or may hasten the moment of (but not intentionally cause) my death;

(e) To grant, in conjunction with any instructions given under this Article, releases to hospital staff, physicians, nurses and other medical and hospital administrative personnel

who act in reliance on instructions given by my agent or who render written opinions to my agent in connection with any matter described in this Article from all liability for damages suffered or to be suffered by me; to sign documents titled or purporting to be a "Refusal to Treatment" and "Leaving Hospital Against Medical Advice" as well as any necessary waivers of or releases from liability required by a hospital or physician to implement my wishes regarding medical treatment or non-treatment.

In making any decision regarding treatment, my agent should consider whether the treatment will relieve suffering or improve my prognosis, and should also consider the intrusiveness of the treatment, the risks and side effects it involves, whether it will extend my life and, if so, what quality of life or enjoyment of life I will be able to have thereafter. **In addition, my agent should look to the statement of my wishes expressed in any Advance Directive for Health Care which I may also have signed.**

Notwithstanding the powers regarding my health care given my agent under this instrument, my agent shall follow any other subsequent instructions, oral or written, that I may give my agent while I am competent.

The incapacity of my agent or any alternate agent shall be deemed a resignation by such individual as agent or alternate agent as the case may be. For purposes of this paragraph, a person's incapacity shall be deemed to exist when (a) the person's incapacity has been declared by a court of competent jurisdiction, or (b) when a conservator for such person has been appointed, or (c) upon execution of a certificate by two (2) physicians (neither of whom is related to such person and each of whom is licensed to practice medicine in the state of such person's residence) which states the physicians' opinion that the person is physically or mentally incapable of managing his or her personal or financial affairs. The effective date of such incapacity shall be the date of the decree adjudicating the incapacity, the date of the decree appointing the conservator, or the date of the physicians' certificate, as the case may be.

I hereby ratify and confirm whatsoever my said attorney and agent, or his substitute or substitutes, shall and may do by virtue hereof in the premises, and I hereby agree to indemnify and hold harmless any person, corporation or entity against loss suffered as a result of acting or relying on this Durable Power of Attorney and the exercise of these powers by my said attorney and agent, or his substitute or substitutes, and in consideration of any person, corporation, or entity acting in reliance on this Durable Power of Attorney, and any power exercised under it by my said attorney and agent, or his substitute or substitutes, I hereby agree that, until receipt by any person, corporation or entity of written notice of revocation hereof or of conclusive notice of my death, any action taken by any person, corporation or entity in reliance upon this Durable Power of Attorney shall be fully binding upon me, and my heirs, executors, administrators, personal representatives, and assigns, and to that extent this Durable Power of Attorney shall not be deemed to have been revoked by my death.

I hereby nominate and appoint my said attorney and agent as my guardian or conservator in the event that I become incapacitated and require the appointment of a guardian or conservator. I direct that no bond or other security shall be required by my conservator in any jurisdiction for the faithful performance of the conservator's duties.

This Durable Power of Attorney shall not be affected by my disability, incompetence, or incapacity, but shall be deemed to be durable in accordance with Section 26-1-2, Code of Alabama (1975).

The power and authority hereby given and conferred shall be effective in all places within and without the United States of America.

This instrument has been executed in multiple counterpart originals. All such counterpart originals shall have equal force and effect.

My agent is authorized to make photocopies of this instrument as frequently and in such quantity as my agent shall deem appropriate. All photocopies shall have the same force and effect as any original.

WITNESS my hand and seal this 7 day of May, 2001.

Glynn H Rasor (L.S.)
[GRANTOR]

I declare that the person who signed this document is personally known to me, that She signed or acknowledged this Durable Power of Attorney in my presence, and that She appears to be of sound mind and under no duress, fraud, or undue influence. I am not the person appointed as agent by this document, nor am I the patient's health care provider or an employee of the patient's health care provider. I further declare that I am not related to the principal by blood, marriage or adoption, and, to the best of my knowledge, I am not a creditor of the principal nor entitled to any part of **his/her** estate under a will now existing or by operation of law.

WITNESS: Judy Sanders

WITNESS: Blenda S. Siler

STATE OF Tennessee)

COUNTY OF Williamson)

I, the undersigned authority, a Notary Public in and for said county in said state, hereby certify that Glynn H. Rasor, whose name is signed to the foregoing document, and who is known to me, acknowledged before me on this date that, being informed of the contents of the foregoing document, **she** executed the same voluntarily on the day the same bears date.

Martha R. Lewitt
Notary Public

[NOTARIAL SEAL]

My Commission expires: 10-13-03

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