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 Shelby Cnty Judge of Probate, AL  
 09/12/2008 02:14:12PM FILED/CERT

GENERAL DURABLE POWER OF ATTORNEY

STATE OF ALABAMA :

JEFFERSON COUNTY :

KNOW ALL MEN BY THESE PRESENTS: That I, VIOLA HIGGINBOTHAM, of Jefferson County, Alabama, do hereby appoint my husband, BURNIE A. HIGGINBOTHAM, SR., my true and lawful attorney, subject to the terms and conditions as contained herein, and hereby expressly revoke any powers of attorney heretofore granted by me.

I. EFFECTIVENESS OF POWER OF ATTORNEY

Pursuant to Section 26-1-2 of the Code of Alabama 1975, as amended, this instrument is to be construed and interpreted as a general durable power of attorney which shall not be affected by my disability, incompetency or incapacity as it is my intent that the authority conferred herein shall be exercisable notwithstanding my subsequent disability, incompetency or incapacity.

II. ATTORNEY'S POWERS

My attorney is authorized to act in, manage, and conduct all my affairs, and for that purpose in my name and on my behalf to do and execute all or any of the following acts, deeds and things, that is to say:

1. To ask, demand, sue for, recover, and receive all sums of money, debts, dues, goods, wares, merchandise, chattels, effects, and things of whatsoever nature or description which now are or hereafter shall be or become due, owing, payable, or belonging to me in or by any right, title, ways, or means howsoever, and upon receipt thereof or of any part thereof to make, sign, execute, and deliver such receipts, releases, or other discharges for the same, respectively, as my attorney shall think fit or be advised.

2. To settle any account or matter whatsoever wherein I now am or at any time in the future shall be in anywise interested or concerned with any person whomsoever, and to pay or receive the balance thereof as the case may require.

3. To receive every sum of money which now is or hereafter shall be due or belonging to me upon the security or by virtue of any mortgage and on receipt of the full amount secured thereby, to execute a good and sufficient release or other discharge of such mortgage by deed or otherwise.

4. To compound with or make allowances to any person for or in respect to any debt or demand whatsoever which now is or shall at any time hereafter become due and payable to me, and to take and receive any composition or dividend thereof or thereupon, and to give releases or other discharges for the whole of such debts or demands, or to settle, compromise, or submit to arbitration every such debt or demand, and every other right, matter, and thing due to or concerning me as my attorney shall think best, and for that purpose to enter into, execute and deliver such instruments as my attorney may deem advisable in the premises.

5. To commence, prosecute, discontinue, or defend all actions or other legal proceedings touching my estate or any part thereof, or touching any matter in which I or my estate may be in anywise concerned.

6. To enter upon and into all of my real estate, and to let, manage, and improve the same or any part thereof, and to repair or otherwise improve or alter, and to insure any building thereon. And for me and in my name to order, purchase, and contract for such materials and labor as shall be necessary to make all necessary repairs and improvements on any or all of my real and personal property and to guard and protect my interests therein.

7. To contract with any person for leasing for such periods, at such rents and subject to such conditions as my attorney shall see fit, all or any of my said real estate, and any such person to let into possession thereof, and to execute all such leases and contracts as shall be necessary or proper in that behalf, and to give notice to quit to any tenant or occupier thereof, and to receive and recover from all tenants and occupiers thereof or of any part thereof all rents, arrears of rent, and sums of money which now are or shall hereafter become due and payable in respect thereof, and also on nonpayment thereof or of any part thereof, to take all necessary or proper means and proceedings for determining the tenancy or occupation of such tenants or occupiers and recovering the possession thereof.

8. To buy, sell, either at public or private sale, or exchange any part or parts of my real estate or personal property for such consideration and upon such terms as my attorney shall think fit, and to execute and deliver good and sufficient deeds or other instruments for the conveyance or transfer of the same, with such covenants of warranty or otherwise as my attorney shall see fit, and to give good and effectual receipts for all or any part of the purchase price or other consideration.

*Land Title*



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9. To (a) conduct environmental assessments, audits, and site monitoring to determine compliance with any environmental law or regulation thereunder; (b) take all appropriate remedial action to contain, clean up or remove any environmental hazard including a spill, release, discharge or contamination, either on its own accord or in response to an actual or threatened violation of any environmental law or regulation thereunder; (c) institute legal proceedings concerning environmental hazards or contest or settle legal proceedings brought by any local, state, or federal agency concerned with environmental compliance, or by a private litigant; (d) comply with any local, state or federal agency order or court order directing an assessment, abatement or cleanup of any environmental hazards; and (e) employ agents, consultants and legal counsel to assist or perform the above undertakings or actions.

10. To borrow any sum or sums of money on such terms, and with such security, whether real or personal property, as my attorney shall think fit, and for that purpose to execute all promissory notes, bonds, mortgages, and other instruments which may be necessary or proper.

11. To deposit in my name any moneys which come into my attorney's hands (as such attorney) with any bank or banks, and to withdraw any of such money or any other money to which I am entitled which now is or shall be so deposited, and to use any such monies as my attorney shall think fit in the payment of any debts or interest, payable by me, or taxes, assessments, insurance, and expenses due and payable or to become due and payable on account of my real and personal estate, or in or about any of the purposes herein mentioned, or otherwise for my use and benefit, or to invest in my name in any stocks, shares, bonds, securities, or other property, real or personal, as my attorney shall think proper, and to receive and give receipts for any income or dividend arising from such investments, and to vary and dispose of all and any such investments for my use and benefit as my attorney may think fit.

12. To rent safe deposit boxes in my name as depositaries for my property, and to open and enter on my behalf any safe deposit box rented or held by me alone or jointly with others, at any time to deposit in such box and to remove from such box any part or all of the contents thereof, including any security or tangible personal property, as often and as freely as I could do if personally present, to cancel or modify the lease under which such box is rented and to surrender or exchange the same.

13. To request, receive and review any information, verbal or written, regarding my personal and 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 attorney shall deem appropriate.

14. To determine my place of residence from time to time, to pay my ordinary household expenses; to provide medical attention and services for me, including the authority to arrange for, pay the costs of, and execute consents, releases, authorizations, or waivers for hospital, convalescent, surgery, nursing, medical, dental, administration of drugs, and other health care and treatment, including admission to hospitals, nursing homes, rest homes or other care facilities or institutions, and to make application for insurance, pension or employee benefits related to such health care and treatment, including, but not limited to, benefits under Social Security, Medicare and Medicaid; and to provide such other care, comfort, maintenance and support as my attorney may deem necessary. Notwithstanding the foregoing, if at any time I have been in an irreversible coma for thirty days or more, or if at any time, because of an incurable injury, disease or illness certified to be a terminal condition by two physicians who have personally examined me, one of whom shall be my attending physician, it is no longer possible to nourish and hydrate me without severe discomfort, and the two physicians described above conclude that the provision of nourishment and hydration would not improve my physical condition, and even if the withdrawal of such nutrition and hydration may cause discomfort or pain, and even if the withdrawal of such nutrition and hydration would not cause my imminent death, then I direct my attorney to require that the procedure used to provide me with nourishment and hydration (including, but not limited to, all forms of intravenous and parenteral feeding, all forms of feeding tubes and misting) be withheld or, if previously instituted, be withdrawn. Without limiting the generality of the provisions of Paragraph 13 of this Article II, in connection with the informed and responsible exercise of the powers granted my attorney herein regarding medical care and treatment, my attorney shall also have the authority to review and consult all of my medical and personal records.

15. To select, employ and discharge medical personnel, including such physicians, psychiatrists, dentists, nurses and therapists as my attorney shall deem necessary for my physical, mental and emotional well-being, and to pay such individuals, or any of them, reasonable compensation.

16. To nominate on my behalf a person (including any attorney acting hereunder) or entity to be appointed by a court of appropriate jurisdiction as guardian of my person or property, or both, or as custodian or conservator for my property during the pendency of any proceedings to determine my competency.

17. To transfer, assign and convey any property or interest in property which I may own to any trust of which I am a beneficiary and under the terms of which I expressly have the power, exercisable alone or with others, to amend or revoke such trust, whether such trust was created before or after the execution of this power of attorney.

18. To disclaim and renounce any property interest that I would otherwise receive or be entitled to receive.

19. To exercise any power of appointment held by me now or in the future.



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20. To exercise any powers and any duties vested in me 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 being validly delegated.

21. To pay my pledges and to make such gifts as I have regularly made to charitable organizations described in Section 170(c) of the Internal Revenue Code or corresponding provisions of any subsequent federal tax laws ("Code"), and to make gifts to persons, including any attorney acting hereunder, or for their benefit, which qualify for the federal gift tax annual exclusion, described in Section 2503(b) of the Code, provided, however, that no gift shall be made to any one child of mine without an equal gift being made to my other living child or children, if any, nor shall any gift be made to any one grandchild of mine without an equal gift being made to each of my other then living grandchildren, if any; and to consent to any gift and to utilize any gift-splitting provision or other tax election.

**Comment [COMMENT1]:** Option - if power to make gifts is desired

**Comment [COMMENT2]:** Optional language up to semi-colon

22. For all or any of the purposes of these presents to enter into and sign, seal, execute, acknowledge and deliver any contracts, deeds, or other instruments whatsoever, and to draw, accept, make, endorse, discount, or otherwise deal with any bills of exchange, checks, promissory notes, or other commercial or mercantile instruments.

23. To prepare, execute, and file income and other tax returns, and other governmental reports, applications, requests, and documents.

24. To appear and represent me in regard to and to take all actions convenient or appropriate in connection with taxes imposed by any municipal, state, United States or foreign authority or government relating to any tax liability or refund, abatement or credit (including interest or penalties) due or alleged to be due from or to me or any other person or organization, association or trust for which I am responsible for the preparation, signing, executing, verifying, acknowledging or paying of any tax due or filing of a return or report, including without limitation federal or state income or gift tax; and for such purposes to inspect or receive copies of any tax returns filed by or for me, reports, or other papers or documents, compromises, or adjustments of any and all claims, and to execute any forms required by the Internal Revenue Service or any other governmental agency from time to time in regard to the granting of powers of attorney, and to name my attorney or any other person as my attorney thereunder.

25. To appoint and employ, with or without compensation, any accountants, attorneys at law, investment counsel, agents, servants or other persons, including their agents and associates, and to dismiss or discharge the same and to appoint or employ any others in their stead as my true and lawful attorneys, to appear and represent me as to all matters covered by this power of attorney, or for any other purpose, including, but not limited to, appearances before the Treasury Department of the United States, the Tax Court of the United States, the United States Court of Claims, or any other court of the United States or the District of Columbia, or any state, municipal or foreign court, and any department or official of the United States government or any state, municipal or foreign government; with full power and authority to such agents and attorneys to do any and all acts convenient or appropriate in connection with such matters, including the specific acts described above, and to substitute attorneys and agents subsequent to the date of such appointment and prior to any revocation thereof, and to delegate and revoke the authority so granted to them.

26. In general to do all other acts, deeds, matters, and things whatsoever in and about my estate, property, and affairs, or to concur with persons jointly interested with myself therein in doing all acts, deeds, matters and things herein, either particularly or generally described, as fully and effectually to all intents and purposes as I could do in my own proper person if personally present.

27. Notwithstanding anything herein to the contrary, my attorney shall not have the authority to exercise any power herein granted in such a manner so that my attorney would be considered a holder of a "general power of appointment" as that term is defined in Section 2041 of the Internal Revenue Code, as amended.

### III. MISCELLANEOUS

1. This instrument shall be construed and interpreted as a general durable power of attorney. The enumeration of specific items, rights, acts or powers herein shall not limit or restrict, and is not to be construed or interpreted as limiting or restricting, the general powers herein granted to my attorney. However, nothing in this instrument shall be construed as imposing a duty on my attorney to act or assume responsibility for any matters referred to above or other matters, even though my attorney may have power or authority hereunder to do so.

2. Any person, firm or corporation dealing with my attorney under the authority of this instrument is authorized to deliver to my attorney all considerations of every kind or character with respect to any transaction so entered into by my attorney, and shall be under no duty or obligation to see to or examine into the disposition thereof or to inquire into the validity or propriety of any act by my attorney or any provision of this instrument.

3. My attorney shall be entitled to reimbursement for all reasonable costs and expenses incurred or paid by my attorney on my behalf pursuant to the provisions of this instrument.



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4. My attorney shall not be personally responsible or liable to me or any other party for (a) any debts or obligations incurred for me or on my behalf, (b) any decrease in value of any of my assets by reason of my attorney's compliance or efforts to comply with any environmental law, specifically including any reporting requirement under such law, or (c) any mistake or error of judgment, except for my attorney's own gross negligence or willful misconduct.

5. My attorney, in my attorney's individual capacity, shall not be considered an owner or operator of any of my property for purposes of any environmental law.

6. All copies of this Power of Attorney shall have the same force and effect as an original.

7. This Power of Attorney may be revoked by myself at any time, and I hereby ratify and confirm and promise to at all times ratify and confirm all and whatsoever my attorney shall lawfully do or cause to be done in and about the premises by virtue of these presents, including anything which shall be done between the revocation of these presents by my death or in any other manner, and notice of such revocation reaching my attorney; and I hereby declare that as against me and all persons claiming under me everything which my attorney shall do or cause to be done in pursuance hereof, after such revocation as aforesaid, shall be valid and effectual in favor of any person claiming the benefit thereof who before the doing thereof shall not have had notice of such revocation.

IN WITNESS WHEREOF, I have hereunto set my hand and seal this the 4<sup>TH</sup> day of Aug., 2008.

Viola Higginbotham  
VIOLA HIGGINBOTHAM

State of Alabama :  
County of Jefferson :

Before me, the undersigned, a Notary Public in and for said State and County, personally appeared VIOLA HIGGINBOTHAM, whose name is signed to the foregoing General Durable Power of Attorney, and who is known to me, and who acknowledged before me on this day that, being informed of the contents of said General Durable Power of Attorney, she executed the same and delivered the same voluntarily on the day the same bears date.

Witness my hand and seal this the 4<sup>TH</sup> day of August, 2008.

Charles McHardy  
Notary Public

NOTARY PUBLIC STATE OF ALABAMA AT LARGE  
MY COMMISSION EXPIRES: Apr 14, 2012  
BONDED THRU NOTARY PUBLIC UNDERWRITERS