

GENERAL DURABLE POWER OF ATTORNEY
WITH HEALTH CARE PROVISIONS

STATE OF ALABAMA)
COUNTY OF SHELBY)


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Shelby Cnty Judge of Probate, AL
01/04/2011 08:22:12 AM FILED/CERT

SECTION I

KNOW ALL MEN BY THESE PRESENTS, which are intended to constitute a Durable Power of Attorneys, that I, **PEGGY SUE TRUSSELL**, the Principal, of Shelby County, Alabama, **DO HEREBY MAKE, CONSTITUTE AND APPOINT GLORIA DENISE FARRIS**, of Shelby County, Alabama, my true and lawful Attorney in Fact; to do for me and in my name, place and stead, and on my behalf and for my use and benefit, the following acts and grant the following on all matters including matters related to my medical and health care powers and authorities, to wit:

To exercise or perform any act, power, duty, right or obligation whatsoever that I now have, or may hereafter acquire the legal right, power, or capacity to exercise or perform in connection with, arising from, or relating to any person, item, transaction, thing, business property, real or personal, tangible or intangible, or whatsoever;

To request, ask, demand, sue for, recover, collect, receive, and hold and posses 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 and retirement benefits, insurance benefits and proceeds, and any and all documents of title, choses in action, personal and real property, tangible and intangible property and property rights, and demands whatsoever, liquidated or unliquidated, as now are, or shall hereafter become, owned by me, or due, owing, payable, or belonging to, me or in which I have or may hereafter acquire interest, to have, use, and take all lawful means and equitable and legal remedies, procedures, and writs in my name of the collection and recovery thereof, and to adjust sell, compromise, and agree for the same, and to make, execute, and deliver for me, on my behalf, and in my name, all endorsements, acquittances, releases, receipts, or other sufficient discharges for the same;

To lease, purchase, exchange, and acquire, and to agree, bargain, and contract for the leases, purchase, exchange, acquisition of, and to accept, take, receive and possess any real or personal property whatsoever, tangible or intangible, or interest thereon, on such terms and conditions, and under such covenants, as my said Attorney in Fact shall deem proper;

To maintain, repair, improve, insure, rent, sell, convey, execute deeds, subject to liens, mortgage, subject to deeds of trust, and hypothecate, and in any way or manner deal with all or any part of any real or personal property whatsoever, tangible or intangible, or any interest therein, that I now own or may hereafter acquire, for me, in my

behalf, and in my name and under such terms and conditions, and under such covenants, as my said Attorney in Fact shall deem proper;

To conduct, engage in and transact any and all lawful business of whatever nature or kind for me, on my behalf, and in my name;

To make, receive, sign, endorse, execute, acknowledge, deliver and possess such applications, contracts, agreements, options, covenants, conveyances, deeds, trust deeds, security agreements, bills of sale, leases, mortgages, assignments, insurance policies, bills of lading, warehouse receipts, documents of title, bills, bonds, debentures, checks, drafts, bills of exchange, letters of credit, notes, stock certificates, proxies, warrants, commercial paper, receipts, withdrawal receipts and deposit instruments relating to accounts or deposits in, or certificates of deposit of banks, savings and loan associations, credit unions, or other financial institutions or associations, proofs of loss, evidence of debts, release, and satisfaction of mortgages, liens, judgments, security agreements and other debts and obligations and such other instruments in writing of whatever kind and nature as may be necessary or proper in the exercise of the rights and powers herein granted;

To inspect any tax return or information, to represent me, or to appoint a recognized representative to represent me, in connection with any individual income tax (IRS Form 1040), Gift tax (IRS Form 709) or any other tax matters; to prepare, sign, and file federal, state, and/or local, income, gift, and other tax returns of all kinds; to negotiate checks payable for tax refunds, and to prepare, sign and file any power of attorney form (including form 2848) appointing my agent or any suitable person selected by my agent as my representative before the Internal Revenue Service, state, or local taxing authority;

To exercise, or release Powers of Appointment in part or all and to execute Disclaimers under the Uniform Disclaimers of Property Interests Act (Acts 1981, No. 81-156, p. 179 § 1) and reported in Code of Alabama 1975 § 35-17-1, et. seq., in whole or in part the right to receive any portion or interest therein. This right to disclaim can also be allowed under any other statute which might be applicable or additional to the one cited herein.

To make gifts in furtherance of any plan for my benefit and such plan may or may not relate to estate and gift tax planning and may exceed the annual gift exclusion.

Such gift plan may include gifts to the Attorney in Fact, and the same shall not constitute a breach of fiduciary duty, and may be for purposes of avoiding probate or other purposes.

I grant to my said Attorney in Fact, full power and authority to do, take, perform, and execute all and every act and thing whatsoever that I may legally do, including acts relating or pertaining to health insurance or government benefits for myself or any of my children, through Attorney in Fact, and to exercise any and all of the rights and powers herein granted, as fully to all intents and purposes as I might or could do if personally present, with full power of substitution or revocation, ratifying and confirming all that my

said Attorney in Fact, shall lawfully do or cause to be done by virtue of this Power of Attorney and rights and powers herein granted.

SECTION II

HEALTH CARE PROVISIONS

Statement of Principal's Views; Guidelines for Attorney in Fact: The Statement, views and guidelines set forth in this section are made after careful consideration and reflection by the Principal. In addition, the Principal has completed an Advance Directive for Health Care. While acting under powers granted in this instrument, it is the desire of the Principal that the Attorney in Fact shall act in accordance with the following guidelines:

(a) The Principal believes that adult persons have a fundamental right to control the decisions related to the rendering of their own medical care and health care, including the decision on whether to have life-sustaining procedures withheld or withdrawn when the person is in a terminal condition. The Principal further believes that the artificial prolongation of life by the use of medical technology for persons in a terminal condition causes loss of patient dignity and unnecessary pain and suffering, while providing nothing beneficial to the patient or to the patient's loved ones.

(b) If the Principal has a incurable or irreversible illness or disease, or is in a state of permanent unconsciousness or profound dementia, or is severely and permanently injured, and if in any of these situations there is no reasonable expectation of recovering from the condition and regaining a meaningful quality of life, then under those circumstances it is the Principal's desire that life-sustaining procedures and extraordinary maintenance of medical treatment be withheld and withdrawn. It is not the Principal's desire to prolong life through artificial means when the body is no longer able to perform vital bodily functions on its own and when there is little likelihood of ever regaining a meaningful quality of life.

(c) In the event that medical procedures or treatment are to be withheld or withdrawn, it is the desire of the Principal that all treatment and measures that are intended to alleviate pain and discomfort be continued, even if such measures shorten the Principal's life expectancy.

(d) The Attorney in Fact is aware of the Principal's religious beliefs and it is the Principal's desire that the Attorney in Fact give consideration to these beliefs when performing acts and making decisions under this instrument.

(e) The Principal does not desire an organ transplant unless there is a reasonable chance, as determined by knowledgeable medical experts, that such a

transplant will enable the Principal to regain a meaningful quality of life for more than a short period of time.

General Medical and Health Care Powers of Attorney in Fact: The Attorney in Fact shall have the power to perform any act, power, duty, right, or obligation whatsoever that the Principal may now have or may hereafter acquire related to matters involving the Principal's health care, psychiatric care, and medical care. In exercising such powers the Attorney in Fact should attempt to discuss with the Principal the specifics of any proposed decision regarding the Principal's medical care and treatment if the Principal is able to communicate in any manner. The Attorney in Fact is further instructed that if the Principal is unable to give an informed consent to any medical care or treatment, the Attorney in Fact shall give, withhold, withdraw or modify such consent for the Principal based upon any treatment choices that the Principal has expressed while competent regarding medical procedures or interventions to prolong the dying process, for nourishment and hydration, or to provide for comfort or to alleviate pain. If the Attorney in Fact cannot reasonably determine the treatment choice that the Principal would desire under the circumstances, then the Attorney in Fact is authorized to make the choice based upon what the Attorney in Fact believe to be in the Principal's best interests.

Specific Powers of Attorney in Fact: Without limiting the general powers conferred upon the Attorneys in Fact hereinabove, the Attorney in Fact shall have the following specific powers:

(a) **GENERAL MEDICAL CARE** – The power to consent to or to withhold consent to any medical procedure, test or treatment, including surgery; the power to arrange for hospitalization, convalescent care, nursing home, hospice or home care; the power to summon paramedics or other emergency medical personnel and seek emergency treatment as the Attorney in Fact may deem appropriate; and under circumstances in which the Attorney in Fact determine that any medical procedure, test or treatment is no longer of any benefit to the Principal, or where the Attorney in Fact deem the benefits to be outweighed by the burdens imposed, to revoke, withdraw, modify or change consent to such procedure, test or treatment, including any hospitalization, convalescent care, nursing home, hospice or home care to which either the Principal or the Attorney in Fact may have previously consented, either expressly or implicitly due to emergency conditions. The Attorney in Fact's decision on such matters should be guided by (1) the provisions of this instrument, (2) any statements or preferences which the Principal may have expressed on the subject, either before or after the execution of this instrument, (3) what the Attorney in Fact reasonably believe the Principal would have preferred under the circumstances, and (4) any information given to the Attorney in Fact by the attending physician regarding the medical diagnosis and prognosis of the Principal, and the intrusiveness, pain, risks, and side effects associated with the procedure, test or treatment.

(b) **PSYCHIATRIC CARE** – The power to consent to or to withhold consent to any psychiatric procedure, test or treatment; the power to arrange for voluntary or involuntary commitment to a psychiatric care facility or to contest



involuntary commitment to a psychiatric care facility when appropriate; and, under circumstances in which the Attorney in Fact determine that any psychiatric procedure, test or treatment is no longer of any benefit to the Principal, or where the Attorney in Fact deem the benefits to be outweighed by the burdens imposed, to revoke, withdraw, modify or change consent to such procedure, test or treatment, including commitment to any psychiatric care institution to which either the Principal or the Attorney in Fact may have previously consented, either expressly or implicitly due to emergency conditions. The Attorney in Fact's decision on such matters should be guided by (1) the provisions of this instrument, (2) any statements or preferences which the Principal may have expressed on the subject, either before or after the execution of this instrument, (3) what the Attorney in Fact reasonably believe the Principal would have preferred under the circumstances, and (4) any information given to the Attorney in Fact by the attending psychiatrist and psychologist regarding the psychiatric diagnosis and prognosis of the Principal, and the intrusiveness, pain, risks, and side effects associated with the procedure, test, or treatment.

(c) **MEDICAL RECORDS** – The powers to receive and review any information, verbal or written, regarding the Principal's physical or mental health, including, but not limited to, medical and hospital records, mental health records, and any related information and records of any nature, together with the power to execute releases or other documents that may be required in order to obtain this information, and the power to disclose this information to such persons or entities as the Attorney in Fact shall deem appropriate.

(d) **LIFE-SUSTAINING PROCEDURES** – If two licensed physicians who are familiar with the Principal's medical condition have diagnosed and certified that the Principal's condition is incurable, terminal or irreversible and that the Principal is unable to give informed consent to medical treatment, then the Attorney in Fact shall have the power to (1) sign on the Principal's behalf any documents necessary to exercise the powers conferred upon the Attorney in Fact by this instrument, including waivers or releases of liability required by any health care provider, (2) grant releases to hospital personnel, physicians, nurses, and other medical persons and entities who act in reliance on the instructions of the Attorney in Fact, from all liability for damages suffered or to be suffered by the Principal resulting from actions which are in accord with the instructions of the Attorney in Fact, (3) give or withhold consent to any medical care or treatment, to revoke or change any previous consent given by the Principal or the Attorney in Fact, or implied by law, for any medical care or treatment and to arrange for the Principal's placement in or removal from any hospital, convalescent home, nursing home, hospice or other medical facility, (4) require that any life-sustaining procedures or treatment which will only postpone the moment of the Principal's death or prolong an irreversible coma not be instituted or, if previously instituted, be discontinued, (5) require that procedures used to provide the Principal with artificial nourishment and hydration not be instituted or, if previously instituted, be discontinued, and (6) require the administration of drugs, other medications and other treatment whose purposes are to keep the

Principal comfortable and as free of pain as is reasonably possible, even though such drugs, medications or treatments may have adverse side effects, may cause addiction or may hasten the moment of, but not intentionally cause, the death of the Principal.

(e) **HEALTH CARE PERSONNEL** – The power to employ medical personnel, to pay them reasonable compensation from the funds of the Principal, and to discharge any such persons, including physicians, psychiatrists, dentists, nurses, and therapists, as the Attorney in Fact shall deem appropriate for the Principal's physical and mental health.

(f) **AUTOPSY; ANATOMICAL GIFTS; DISPOSITION OF REMAINS** – Subject to any limitations in this document, my Attorney in Fact have the power and authority to do all of the following: (1) Authorize an autopsy under the laws of the state where I am domiciled at the time of my death, (2) Make a disposition of a part or parts of my body under the Uniform Anatomical Gift Act, (3) Direct the disposition of my remains.

(g) **DOMICILE** – The power to move the Principal to a state where his final wishes may be executed. This includes the power to move the Principal to the state of domicile of the Attorney in Fact and the power to move the Principal to any state where the Attorney in Fact deem appropriate for purposes of obtaining health care treatment otherwise unavailable in the state of the Principal's domicile at the time of such move. The Attorney in Fact's decision on such matters should be guided by (1) the provisions of this instrument, (2) any statements of preferences which the Principal may have expressed on the subject, either before or after the execution of this instrument, (3) what the Attorney in Fact reasonably believe the Principal would have preferred under the circumstances, and (4) any information given to the Attorney in Fact by the attending physician regarding the medical diagnosis and prognosis of the Principal, and (5) the likelihood that such a change of domicile will result in a prolonged and meaningful quality of life.

(h) **HIPPA RELEASE AUTHORITY** – I intend for my Attorney in Fact to be treated as I would be with respect to my rights regarding the use and disclosure of my individually identifiable health information or other medical records. The release authority applies to any information governed by the health Insurance Portability and Accountability Act of 1996 (aka HIPPA), 42 USC 1320d and 45 CFR 160-164. I authorize: (1) any physician, healthcare professional, dentist, health plan, hospital, clinic, laboratory, pharmacy, or other covered health care provider, any insurance company and the Medical Information Bureau, Inc., or other health care clearinghouse that has provided treatment services to me or that has paid for or is seeking payment from me for such services to give, disclose and release to my Attorney in Fact, without restriction, all of my individually identifiable health information and medical records regarding any past, present, or future medical or mental health condition,

to include all information relating to the diagnosis and treatment of HIV/AIDS, sexually transmitted diseases, mental illness and drug or alcohol abuse.

The authority given my Attorney in Fact shall supersede any prior agreement that I may have made with my health care providers to restrict access to or disclosure of my individually identifiable health information. The authority given my Attorney in Fact has no expiration date and shall expire only in the event that I revoke the authority in writing and deliver it to my health care provider.

SECTION III

Incidental Powers of Attorney in Fact: The Attorney in Fact shall have the power and authority to perform the acts and to execute and deliver the documents, instruments, and papers necessary, appropriate, incident or convenient to the exercise of the powers granted by this instrument, including the following powers:

(a) The power to seek, on the Principal's behalf and at the Principal's expense, from any court of competent jurisdiction (1) a declaratory judgment interpreting this instrument and determining the validity of any act authorized by this instrument, (2) a mandatory injunction requiring compliance by any person, association or other legal entity with the Attorneys in Fact's instruction, and (3) actual and punitive damages against any person, association or other legal entity who negligently or willfully fails or refuses to follow the Attorneys in Fact's instructions.

(b) The power to employ, compensate and discharge household workers, professional personnel, including lawyers, advisors, consultants, companions, and other employees, as the Attorney in Fact deem appropriate.

(c) The power to execute and deliver agreements, receipts, releases, waivers, elections, vouchers, consents, and certificates related to the powers granted in this instrument.

(d) The power to incur expenses related to the Principal's medical or health care and request reimbursement from any other Attorney in Fact who exercise power over the Principal's financial affairs under a power of attorney or from any fiduciary under any trust instrument for the Principal's benefit or from any court-appointed conservator.

Ratification: The Principal hereby ratifies, acknowledges and declares valid all acts performed by the Attorneys in Fact on the Principal's behalf prior to the effective date of the Durable Power of Attorney for Health Care.

Inducement to Act: For the purpose of inducing persons, organizations, corporations and entities, including physician, hospital, nursing home, insurer or other party to act in accordance with the powers granted in this instrument, the Principal hereby represents, warrants and agrees, both for the Principal and on behalf of the Principal's

heirs, distributes, legal representatives, successors and assigns, that if this power of attorney is terminated for any reason whatsoever, the Principal and the heirs, distributes, legal representatives, successors and assigns of the Principal will hold such party or parties harmless from any loss suffered or liability incurred by such party or parties in acting in accordance with this power of attorney prior to such third party's receipt of written notice of such termination.

Liability of Attorney in Fact: Under no circumstances shall the Attorney in Fact incur any liability to the Principal for acting or refraining from acting hereunder, except for the Attorney in Fact's own willful misconduct or gross negligence.

Construction: This Durable Power of Attorney for Health Care is executed in the State of Alabama, and the laws of the State of Alabama shall govern all questions as to its validity and as to the construction of its provisions. This instrument is to be construed and interpreted as a Durable Power of Attorney for Health Care. The enumeration of specific powers is not intended to limit or restrict the general powers granted to the Attorney in Fact in this instrument.

Reliance: Third parties may rely upon the representations of the Attorney in Fact as to all matters related to any power granted to the Attorney in Fact in this instrument, and no person who acts in reliance upon the representation of the Attorney in Fact incur any liability to the Principal or the Principal's estate as a result of permitting the Attorney in Fact to exercise any power. Third parties may rely upon a photocopy of this executed instrument to the same extent as if the copy were an original of this instrument.

Nomination of Guardian or Conservator: If an action is commenced to have a guardian and/or conservator appointed due to the Principal's incapacity, the Principal nominates the Attorney in Fact as such guardians and/or conservators.

Revocability of Instrument: This instrument is revocable, provided that insofar as any physician, hospital, hospital staff member, governmental agency, corporation or other legal entities or persons who shall rely upon this instrument are concerned, this instrument may be revoked only by notice in writing executed by the Principal or the Attorney in Fact and delivered to such third party. This instrument shall not be revoked or otherwise become ineffective in any way by the mere passage of time, and shall remain in full force and effect until revoked by the Principal or the Attorney in Fact in writing, as provided in the preceding sentence.

The rights, powers and authority of my said Attorney in Fact herein granted shall commence upon the execution of this instrument; the authority herein conferred shall not be affected by disability, incompetency, or incapacity of the said Principal; and such right, powers and authority shall remain in full force and effect until the death of the Principal, or until actual written revocation by the Principal. Any action taken in good faith pursuant to the foregoing authority without actual knowledge of my death shall be binding upon me, my heirs, assigns, and personal representatives.

IN WITNESS WHEREOF, the Principal has executed this Durable Power of Attorney with Health Care Provisions as her free and voluntary act on this the _____ day of _____, 20____.

Peggy Sue Trussell
PEGGY SUE TRUSSELL

The declarant has been personally known to me and I believe him to be of sound mind. I did not sign the declarant's signature above for or at the direction of the declarant and I am not appointed to make health care decisions as provided herein. Dated as of the day and year first written above.

WITNESS:

Jan Jacob

WITNESS:

Lon Beor

ADDRESS:

5013 Old Durnavant Valley Rd
Birmingham, AL 35242

ADDRESS:

7560 Chelsea Road
413
~~Chelsea~~ Columbus, AL 35041

STATE OF ALABAMA)
COUNTY OF SHELBY)

I, the undersigned, a notary public in and for said county in said state, hereby certify, that PEGGY SUE TRUSSELL, whose name is signed to the foregoing Power of Attorney and who is known to me, acknowledged before me on this day, that being fully informed of the contents of the foregoing instrument, they executed the same voluntarily on the day the same bears date.

Subscribed and sworn to before me on this 22nd day of October, 2010.

Holly E. Fugua
NOTARY PUBLIC
My Commission Expires: 10-29-13

PREPARED BY:
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