

## General Durable Power of Attorney Effective Upon Execution

I, **Minnie Earline Davis**, a resident of 200 Princeton Lane Apartment B-8, Jemison, Alabama, 35085 designate **Lanice Davis**, my daughter, presently residing at same, or **Janet Joiner**, or **Anthony Joiner**, as my attorney in fact (referred to as "the Agent") on the following terms and conditions:

- 1) **Authority to Act.** The Agent is authorized to act for me under this Power of Attorney and shall exercise all powers in my best interests and for my welfare.
- 2) **Powers of Agent.** The Agent shall have the full power and authority to manage and conduct all of my affairs, and to exercise my legal rights and powers, including those rights and powers that I may acquire in the future, including the following:
  - a.) **Collect and Manage.** To collect, hold, maintain, improve, invest, lease, or otherwise manage any or all of my real or personal property or any interest therein;
  - b.) **Buy and Sell.** To purchase, sell, mortgage, grant options, or otherwise deal in any way in any real property or personal property, tangible or intangible, or any interest therein, upon such terms as the Agent considers proper, including the power to buy United States Treasury Bonds that may be redeemed at par to pay federal estate tax and to sell or transfer Treasury securities;
  - c.) **Borrow.** To borrow money, to execute promissory notes therefore, and to secure any obligation by mortgage or pledge.
  - d.) **Business and Banking.** To conduct and participate in any kind of lawful business of any nature or kind, including the right to sign partnership agreements, continue, reorganize, merge, consolidate, recapitalize, close, liquidate, sell, or dissolve any business and to vote stock, including the exercise of any stock options and the carrying out of any buy sell agreement; to receive and endorse checks and other negotiable paper, deposit and withdraw funds (by check or withdrawal slips) that I now have on deposit or to which I may be entitled in the future in or from any bank, savings and loan, or other institution;
  - e.) **Tax Returns and Reports.** To prepare, sign, and file separate or joint income, gift, and other tax returns and other governmental reports and documents; to consent to any gift; to file any claim for tax refund; and to represent me in all matters before the Internal Revenue Service;
  - f.) **Safe Deposit Boxes.** To have access to any safety deposit box registered in my name alone or jointly with others, and to remove any property or papers located therein;
  - g.) **Proxy Rights.** To act as my agent or proxy for any stocks, bonds, shares, or

other investments, rights, or interests I may now or hereafter hold;

**h.) Legal and Administrative Proceedings.** To engage in any administrative or legal proceedings or lawsuits in connection with any matter herein;

**i.) Transfers in Trust.** To transfer any interest I may have in property, whether real or personal, tangible or intangible, to the trustee of any trust that I have created for my benefit;

**j.) Delegation of Authority.** To engage and dismiss agents, counsel, and employees, in connection with any matter, upon such terms as my agent determines;

**k.) Restrictions on Agent's Powers.** Regardless of the above statements, my agent (1) cannot execute a will, a codicil, or any will substitute on my behalf; (2) cannot change the beneficiary on any life insurance policy that I own; (3) cannot make gifts on my behalf; and (4) may not exercise any powers that would cause assets of mine to be considered taxable to my agent or to my agent's estate for purposes of any income, estate, or inheritance tax, and (5) cannot contravene any medical power of attorney I have executed whether prior or subsequent to the execution of this Power of Attorney.

**l.) Medical Decisions** I grant to my agent full power to make decisions for me regarding my health care. In exercising his/her authority, my agent shall attempt to communicate with me regarding my wishes if I am able to communicate in any way. If my agent cannot determine the choice I want made, then (s)he shall make the choice for me based upon what (s)he believes I would do if I were able, or if unable to so determine, then based upon what (s)he believes to be my best interests.

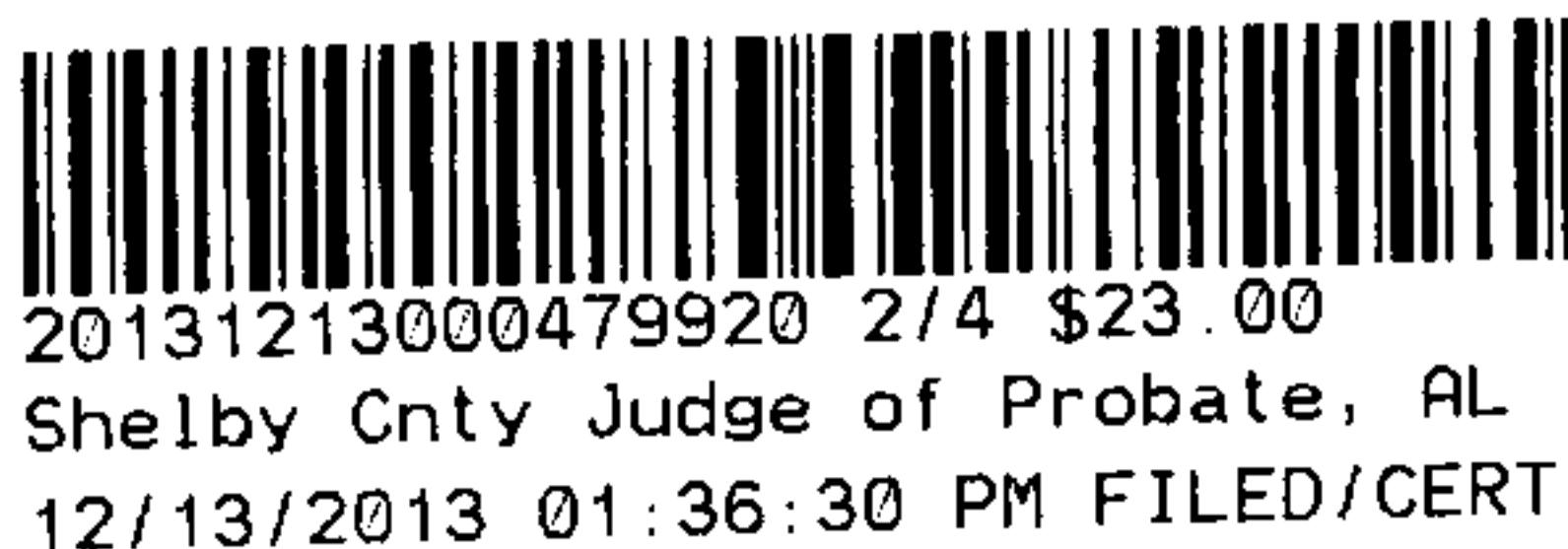
**Accordingly, unless so limited, my agent is authorized:**

To consent to, refuse or withdraw consent to any and all types of medical care, treatment, surgical procedures, diagnostic procedures, medications and use of mechanical or other procedures affecting bodily functions; including, without limitation, artificial respiration, nutritional support and hydration, and cardiopulmonary resuscitation;

To have access to and have the right to disclose medical reports, records and information to the extent that I would myself;

To authorize admission to or discharge from any hospital, residential care or related facility, even against medical advice;

To contract for health care or related services, without the agent incurring personal liability therefore;



To hire and fire medical, social service or related personnel responsible for my care;

To authorize or refuse to authorize any medication or procedure to relieve pain, even though such use may lead to temporary discomfort or addiction, or inadvertently hasten the moment of death;

To make anatomical gifts of part of all of my body for medical purposes,

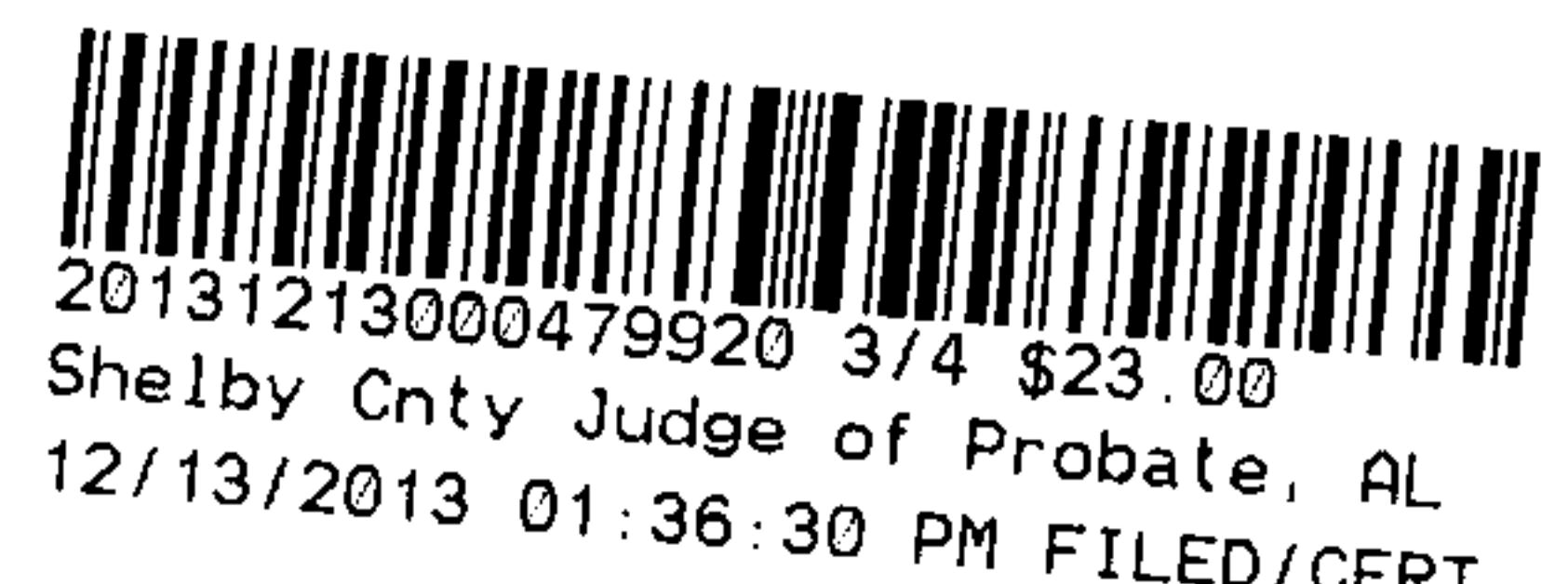
To authorize an autopsy and direct disposition of my remains, to the extent permitted by law, and

To take any other action necessary to effectuate the intent and purpose of this broad grant of powers, including, without limitation, granting any waiver of release from liability required by any health care provider or related agency, and

To sign any document relative to health care in any way whatsoever and pursuing legal action in my name at the expense of my estate, should that be necessary to enforce compliance with my wishes as determined by my agent pursuant to the authority given herein.

- 3) **Durability.** This durable Power of Attorney shall be irrevocable until the trust corpus is surrendered by the trustees, shall not be affected by my death or disability except as provided by law, and shall continue in effect after the surrender of the trust corpus until my death or until revoked by me in writing.
- 4) **Reliance by Third Parties.** Third parties may rely upon the representations of the Agent as to all matters regarding powers granted to the Agent. No person who acts in reliance on the representations of the Agent or the authority granted under this Power of Attorney shall incur any liability to me or to my estate for permitting the Agent to exercise any power prior to actual knowledge that the Power of Attorney has been revoked or terminated by operation of law or otherwise.
- 5) **Indemnification of Agent.** No agent named or substituted in this power shall incur any liability to me for acting or refraining from acting under this power, except for such agent's own misconduct or negligence.
- 6) **Original Counterparts.** Photocopies of this signed Power of Attorney shall be treated as original counterparts.
- 7) **Revocation.** I hereby revoke any previous Power of Attorney that I may have given to deal with my property and affairs as set forth herein.
- 8) **Compensation.** The Agent shall be reimbursed for reasonable expenses incurred while acting as Agent and may receive reasonable compensation for acting as Agent.

Invalidity of one or more powers shall not invalidate any others.



I am in full control of my mental faculties and I understand the contents of this document and the effect of this grant of powers to my agent.

*Minnie E. Davis*  
Minnie Earline Davis

Date 1/15/13

Witness:

*Janice Davis*  
Janice Davis

9-15-13  
Date

Subscribed and sworn to before me on the 19<sup>th</sup> day of July, 2013.

Sted  
Notary Public

My commission expires 11/20/14.

Prepared by:

Brad J. Latta  
Attorney at Law, LLC  
105 Owens Parkway Suite B  
Birmingham, AL 35244



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Shelby Cnty Judge of Probate, AL  
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