

STATE OF ALABAMA)
JEFFERSON COUNTY)

DURABLE POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENT, which are intended to be and do hereby constitute a Durable Power of Attorney, I, **Eleanor Gaynelle Shank**, the undersigned, of 3517 Lorna Road, Unit #115, Hoover, Alabama 35216 hereby revoke any and all powers of attorney heretofore made by me and do hereby make, constitute, and appoint **Alan Arnett** of 6457 Cambridge Road, Pinson, Alabama 35126 my true and lawful Agent and Attorney in Fact (hereinafter "Agent") for me and in my name, place, stead, as my alter ego, and on my behalf, and for my use and benefit to exercise or perform any act, power, right, duty or obligation whatsoever and wheresoever 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, items, transaction, thing, business, property, real, personal, tangible or intangible, or wheresoever situated. Should **Alan Arnett** be unwilling or unable to serve for any reason, I do hereby make, constitute, and appoint **Beth Arnett** of 6457 Cambridge Road, Pinson, Alabama 35126 my Alternate Agent and Attorney in Fact (Agent).

It being my intention to authorize my said Agent to act as fully with respect to all of my affairs, property, rights, duties and obligations as fully and completely as I myself could do in my own proper person and to take care of any situation which said Agent may face, all with respect to my said affairs, property, rights, duties and obligations. It is my intention that my Agent have general authority to act for me with respect to the Alabama Uniform Power Of Attorney Act, Chapter 1A, Title 26 Code of Alabama, 1975, as amended to specifically include Sections 26-1A-204 through 26-1A-217 and Sections 26-1A-404 et seq.

Without in any wise limiting the generality of the foregoing powers, which are intended to be as full and complete as I may grant, my said Agent shall have and may exercise among others, each and all of the powers, following to be broadly construed, viz:

I grant my Agent specific authority to act for me with respect to the following *initialed* subjects (subject to specific deletions) as defined in the 2012 Alabama Uniform Power of Attorney Act, Chapter 1A, Title 26, Code of Alabama 1975:

E G S **SECTION 26-1A-204. REAL PROPERTY:**

Durable Power of Attorney
Eleanor Gaynelle Shank
Page 2

- (1) To demand, purchase, lease, receive, accept as a gift or as security for an extension of credit, or otherwise acquire or reject an interest in real property or a right incident to real property;
- (2) To sell; refinance; exchange; convey with or without covenants, representations, or warranties; quitclaim; release; surrender; retain title for security; encumber; partition; consent to partitioning; subject to an easement or covenant; subdivide; apply for zoning or other governmental permits; plat or consent to platting; develop; grant an option concerning; lease; sublease; contribute to an entity in exchange for an interest in that entity; or otherwise grant or dispose of an interest in real property or a right incident to real property;
- (3) To maintain, repair, improve, manage, insure, rent, sell, convey, subject to liens, to pledge or mortgage an interest in real property or right incident to real property as security, to convey and/or release any life estates I have or may have, to borrow money or pay, renew, or extend the time of payment of a debt of the principal or a debt guaranteed by the principal that I own or may hereafter acquire;
- (4) To release, assign, satisfy, or enforce by litigation or otherwise a mortgage, deed of trust, conditional sale contract, encumbrance, lien, or other claim to real property which exists or is asserted;
- (5) To manage or conserve an interest in real property or a right incident to real property owned or claimed to be owned by the principal, including:
 - (A) insuring against liability or casualty or other loss;
 - (B) obtaining or regaining possession of or protecting the interest or right by litigation or otherwise;
 - (C) paying, assessing, compromising, or contesting taxes or assessments or applying for and receiving refunds in connection with them; and
 - (D) purchasing supplies, hiring assistance or labor, and making repairs or alterations to the real property;
- (6) To use, develop, alter, replace, remove, erect, or install structures or other improvements upon real property in or incident to which the principal has, or claims to have, an interest or right;
- (7) To participate in a reorganization with respect to real property or an entity that owns an interest in or right incident to real property and receive, and hold, and act with respect to stocks and bonds or other property received in a plan of reorganization, including:
 - (A) selling or otherwise disposing of them;
 - (B) exercising or selling an option, right of conversion, or similar right with respect to them; and
 - (C) exercising any voting rights in person or by proxy;

Durable Power of Attorney
Eleanor Gaynelle Shank
Page 3

(8) To exercise all such rights and powers as I may have with respect to real property, which I now own or may hereafter acquire with others as tenants in common, joint tenants with rights of survivorship or otherwise, and to join with such other tenants in handling, collecting, selling, disposing of or in any manner dealing with such real property:

(9) To dedicate to public use, with or without consideration, easements or other real property in which the principal has, or claims to have, an interest; and

(10) **Specific Deletion.**

§ 4 J **SECTION 26-1A-205. TANGIBLE PERSONAL PROPERTY:**

(1) To demand, purchase, 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, proofs of loss, evidences of debts, releases and satisfactions 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 withdraw or accept as a gift or as security for an extension of credit, or otherwise acquire or reject ownership or possession of tangible personal property or an interest in tangible personal property;

(2) To sell; refinance; exchange; convey with or without covenants, representations, or warranties; quitclaim; release; surrender; create a security interest in; grant options concerning; lease; sublease; or, otherwise dispose of tangible personal property or an interest in tangible personal property;

(3) To grant a security interest in tangible personal property or an interest in tangible personal property as security to borrow money or pay, renew, or extend the time of payment of a debt of the principal or a debt guaranteed by the principal;

(4) To release, assign, satisfy, or enforce by litigation or otherwise, a security interest, lien, or other claim on behalf of the principal, with respect to tangible personal property or an interest in tangible personal property; and

(5) To manage or conserve tangible personal property or an interest in tangible personal property on behalf of the principal, including:

(A) insuring against liability or casualty or other loss;

(B) obtaining or regaining possession of or protecting the property or interest, by litigation or otherwise;

Durable Power of Attorney
Eleanor Gaynelle Shank
Page 4

- (C) paying, assessing, compromising, or contesting taxes or assessments or applying for and receiving refunds in connection with taxes or assessments;
- (D) moving the property from place to place;
- (E) storing the property for hire or on a gratuitous bailment; and
- (F) using and making repairs, alterations, or improvements to the property.

(6) Specific Deletion.

§ 8 **SECTION 26-1A-206. STOCKS AND BONDS:**

- (1) To buy, sell, and exchange stocks and bonds;
- (2) To establish, continue, modify, or terminate an account with respect to stocks and bonds;
- (3) To pledge stocks and bonds as security to borrow, pay, renew, or extend the time of payment of a debt of the principal;
- (4) To receive certificates and other evidences of ownership with respect to stocks and bonds; and
- (5) To exercise voting rights with respect to stocks and bonds in person or by proxy, enter into voting trusts, and consent to limitations on the right to vote; and

(6) Specific Deletion.

§ 8 **SECTION 26-1A-207. COMMODITIES AND OPTIONS:**

- (1) To buy, sell, exchange, assign, settle, and exercise commodity futures contracts and call or put options on stocks or stock indexes traded on a regulated option exchange; and
- (2) To establish, continue, modify, and terminate option accounts; and

(3) Specific Deletion.

§ 8 **SECTION 26-1A-208. BANKS AND OTHER FINANCIAL INSTITUTIONS:**

- (1) To continue, modify, and terminate an account or other banking arrangement made by or on behalf of the principal;
- (2) To establish, modify, and terminate an account or other banking arrangement with a bank, trust company, savings and loan association, credit union, thrift company, brokerage firm, or other financial institution selected by the agent;

Durable Power of Attorney
Eleanor Gaynelle Shank
Page 5

- (3) To contract for services available from a financial institution, including renting a safe deposit box or space in a vault;
- (4) To withdraw, by check, order, electronic funds transfer, or otherwise, money or property of the principal deposited with or left in the custody of a financial institution;
- (5) To receive statements of account, vouchers, notices, and similar documents from a financial institution and act with respect to them;
- (6) To enter a safe deposit box or vault and withdraw or add to the contents;
- (7) To borrow money and pledge as security personal property of the principal necessary to borrow money or pay, renew, or extend the time of payment of a debt of the principal or a debt guaranteed by the principal;
- (8) To deposit, make, assign, draw, endorse, discount, guarantee, and negotiate promissory notes, checks, drafts, and other negotiable or nonnegotiable paper of the principal or payable to the principal or the principal's order, transfer money, receive the cash or other proceeds of those transactions, and accept a draft drawn by a person upon the principal and pay it when due;
- (9) To receive for the principal and act upon a sight draft, warehouse receipt, or other document of title whether tangible or electronic, or other negotiable or nonnegotiable instrument;
- (10) To apply for, receive, and use letters of credit, credit and debit cards, electronic transaction authorizations, and traveler's checks from a financial institution and give an indemnity or other agreement in connection with letters of credit; and
- (11) To consent to an extension of the time of payment with respect to commercial paper or a financial transaction with a financial institution; and

(12) Specific Deletion.

§ 26-1A-209 **SECTION 26-1A-209. OPERATION OF ENTITY OR BUSINESS:**

(Subject to the terms of a document or an agreement governing an entity or an entity ownership interest.)

- (1) To operate, buy, sell, enlarge, reduce, or terminate an ownership interest;
- (2) To perform a duty or discharge a liability and exercise in person or by proxy a right, power, privilege, or option that the principal has, may have, or claims to have;
- (3) To enforce the terms of an ownership agreement;

Durable Power of Attorney
Eleanor Gaynelle Shank
Page 6

(4) To initiate, participate in, submit to alternative dispute resolution, settle, oppose, or propose or accept a compromise with respect to litigation to which the principal is a party because of an ownership interest;

(5) To exercise in person or by proxy, or enforce by litigation or otherwise, a right, power, privilege, or option the principal has or claims to have as the holder of stocks and bonds;

(6) To initiate, participate in, submit to alternative dispute resolution, settle, oppose, or propose or accept a compromise with respect to litigation to which the principal is a party concerning stocks and bonds;

(7) With respect to an entity or business owned solely by the principal:

(A) continue, modify, renegotiate, extend, and terminate a contract made by or on behalf of the principal with respect to the entity or business before execution of the power of attorney;

(B) determine:

(i) the location of its operation;

(ii) the nature and extent of its business;

(iii) the methods of manufacturing, selling, merchandising, financing, accounting, and advertising employed in its operation;

(iv) the amount and types of insurance carried; and

(v) the mode of engaging, compensating, and dealing with its employees and accountants, attorneys, or other advisors;

(C) change the name or form of organization under which the entity or business is operated and enter into an ownership agreement with other persons to take over all or part of the operation of the entity or business; and

(D) demand and receive money due or claimed by the principal or on the principal's behalf in the operation of the entity or business and control and disburse the money in the operation of the entity or business;

(8) To put additional capital into an entity or business in which the principal has an interest;

(9) To join in a plan of reorganization, consolidation, conversion, domestication, or merger of the entity or business;

(10) To sell or liquidate all or part of an entity or business;

(11) To establish the value of an entity or business under a buy-out agreement to which the principal is a party;

(12) To prepare, sign, file, and deliver reports, compilations of information, returns, or other papers with respect to an entity or business and make related payments;

Durable Power of Attorney
Eleanor Gaynelle Shank
Page 7

(13) To pay, compromise, or contest taxes, assessments, fines, or penalties and perform any other act to protect the principal from illegal or unnecessary taxation, assessments, fines, or penalties, with respect to an entity or business, including attempts to recover, in any manner permitted by law, money paid before or after the execution of the power of attorney; and

(14) **Specific Deletion.**

EBJ **SECTION 26-1A-210. INSURANCE AND ANNUITIES:**

(1) To continue, pay the premium or make a contribution on, modify, exchange, rescind, release, or terminate a contract procured by or on behalf of the principal which insures or provides an annuity to either the principal or another person, whether or not the principal is a beneficiary under the contract;

(2) To procure new, different, and additional contracts of insurance and annuities for the principal and the principal's spouse, children, and other dependents, and select the amount, type of insurance or annuity, and mode of payment;

(3) To pay the premium or make a contribution on, modify, exchange, rescind, release, or terminate a contract of insurance or annuity procured by the agent;

(4) To apply for and receive a loan secured by a contract of insurance or annuity;

(5) To surrender and receive the cash surrender value on a contract of insurance or annuity;

(6) To exercise an election;

(7) To exercise investment powers available under a contract of insurance or annuity;

(8) To change the manner of paying premiums on a contract of insurance or annuity;

(9) To change or convert the type of insurance or annuity with respect to which the principal has or claims to have authority described in this Section;

(10) To apply for and procure a benefit or assistance under a statute or regulation to guarantee or pay premiums of a contract of insurance on the life of the principal;

(11) To collect, sell, assign, hypothecate, borrow against, or pledge the interest of the principal in a contract of insurance or annuity;

(12) To elect the form and timing of the payment of proceeds from a contract of insurance or annuity;

Durable Power of Attorney
Eleanor Gaynelle Shank
Page 8

(13) To pay, from proceeds or otherwise, compromise or contest, and apply for refunds in connection with, a tax or assessment levied by a taxing authority with respect to a contract of insurance or annuity or its proceeds or liability accruing by reason of the tax or assessment; and

(14) **Specific Deletion.**

§ 8 **SECTION 26-1A-211. ESTATES, TRUSTS, AND OTHER BENEFICIAL INTERESTS:**

(In this Section, "estates, trusts, and other beneficial interests" means a trust, probate estate, guardianship, conservatorship, escrow, or custodianship or a fund from which the principal is, may become, or claims to be, entitled to a share or payment)

(1) To accept, receive, receipt for, sell, assign, pledge, or exchange a share in or payment from the fund;

(2) To demand or obtain money or another thing of value to which the principal is, may become, or claims to be, entitled by reason of the fund, by litigation or otherwise;

(3) To exercise for the benefit of the principal a presently exercisable general power of appointment held by the principal;

(4) To initiate, participate in, submit to alternative dispute resolution, settle, oppose, or propose or accept a compromise with respect to litigation to ascertain the meaning, validity, or effect of a deed, will, declaration of trust, or other instrument or transaction affecting the interest of the principal;

(5) To initiate, participate in, submit to alternative dispute resolution, settle, oppose, or propose or accept a compromise with respect to litigation to remove, substitute, or surcharge a fiduciary;

(6) To conserve, invest, disburse, or use anything received for an authorized purpose;

(7) To transfer an interest of the principal in real property, stocks and bonds, accounts with financial institutions or securities intermediaries, insurance, annuities, and other property to the trustee of a revocable trust created by the principal as settlor;

(8) To reject, renounce, disclaim, release, or consent to a reduction in or modification of a share in or payment from the fund; and

(9) **Specific Deletion.**

§ 8 **SECTION 26-1A-212. CLAIMS AND LITIGATION:**

(1) To request, ask, demand, sue for, recover, collect, receive, hold and possess all such sums of money, debts, dues, commercial paper, checks, drafts, accounts, deposits, legacies, bequests,

Durable Power of Attorney
Eleanor Gaynelle Shank
Page 9

devises, notes, interests, stock certificates, bonds, dividends, certificates of deposit, annuities, pension and retirement benefits, insurance benefits and proceeds, any and all documents of title, chooses in action, personal and real property, tangible and intangible property and property rights, and demands whatsoever, liquidated or unliquidated, as now are, or hereafter acquire interest; to have, use, and take all lawful means and equitable and legal remedies, procedures, and writs in my name for 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;

(2) To assert and maintain before a court or administrative agency a claim, claim for relief, cause of action, counterclaim, offset, recoupment, or defense, including an action to recover property or other thing of value, recover damages sustained by the principal, eliminate or modify tax liability, or seek an injunction, specific performance, or other relief;

(3) To bring an action to determine adverse claims or intervene or otherwise participate in litigation;

(4) To seek an attachment, garnishment, order of arrest, or other preliminary, provisional, or intermediate relief and use an available procedure to effect or satisfy a judgment, order, or decree;

(5) To make or accept a tender, offer of judgment, or admission of facts, submit a controversy on an agreed statement of facts, consent to examination, and bind the principal in litigation;

(6) To submit to alternative dispute resolution, settle, and propose or accept a compromise;

(7) To compromise, defend, settle or adjust any claim or litigation against or about me or my property;

(8) To employ accountants, attorneys and such other agents as may be deemed advisable, and to pay reasonable compensations for their services; and

(9) To waive the issuance and service of process upon the principal, accept service of process, appear for the principal, designate persons upon which process directed to the principal may be served, execute and file or deliver stipulations on the principal's behalf, verify pleadings, seek appellate review, procure and give surety and indemnity bonds, contract and pay for the preparation and printing of records and briefs, receive, execute, and file or deliver a consent, waiver, release, confession of judgment, satisfaction of judgment, notice, agreement, or other instrument in connection with the prosecution, settlement, or defense of a claim or litigation;

(10) To act for the principal with respect to bankruptcy or insolvency, whether voluntary or involuntary, concerning the principal or some other person, or with respect to a reorganization, receivership, or application for the appointment of a receiver or trustee which affects an interest of the principal in property or other thing of value;

Durable Power of Attorney
Eleanor Gaynelle Shank
Page 10

(11) To pay a judgment, award, or order against the principal or a settlement made in connection with a claim or litigation;

(12) To receive money or other thing of value paid in settlement of or as proceeds of a claim or litigation; and

(13) **Specific Deletion.**

§ 26-1A-213 **SECTION 26-1A-213. PERSONAL AND FAMILY MAINTENANCE:**

(1) To perform the acts necessary to maintain the customary standard of living of the principal, the principal's spouse, and the following individuals, whether living when the power of attorney is executed or later born:

- (A) the principal's children;
- (B) other individuals legally entitled to be supported by the principal; and
- (C) the individuals whom the principal has customarily supported or indicated the intent to support;

(2) To make periodic payments of child support and other family maintenance required by a court or governmental agency or an agreement to which the principal is a party;

(3) To provide living quarters for the individuals described in paragraph (1) by:

- (A) purchase, lease, or other contract; or
- (B) paying the operating costs, including interest, amortization payments, repairs, improvements, and taxes, for premises owned by the principal or occupied by those individuals;

(4) To provide normal domestic help, usual vacations and travel expenses, and funds for shelter, clothing, food, appropriate education, including post secondary and vocational education, and other current living costs for the individuals described in paragraph (1);

(5) To pay expenses for necessary health care and custodial care on behalf of the individuals described in paragraph (1);

(6) To act as the principal's personal representative pursuant to the Health Insurance Portability and Accountability Act, Sections 1171 through 1179 of the Social Security Act, 42 U.S.C. Section 1320d, as amended, and applicable regulations, in making decisions related to the past, present, or future payment for the provision of health care consented to by the principal or anyone authorized under the law of this state to consent to health care on behalf of the principal;

(7) To continue any provision made by the principal for automobiles or other means of transportation, including registering, licensing, insuring, and replacing them, for the individuals described in paragraph (1);

Durable Power of Attorney
Eleanor Gaynelle Shank
Page 11

(8) To maintain credit and debit accounts for the convenience of the individuals described in paragraph (1) and open new accounts;

(9) To continue payments incidental to the membership or affiliation of the principal in a religious institution, club, society, order, or other organization or to continue contributions to those organizations; and

(10) **Specific Deletions.**

§ 8.8 **SECTION 26-1A-214. BENEFITS FROM GOVERNMENTAL PROGRAMS OR CIVIL OR MILITARY SERVICE:**

(In this Section, "benefits from governmental programs or civil or military service" means any benefit, program, or assistance provided under a statute or regulation including, but not limited to, Social Security, Medicare, and Medicaid.)

(1) To execute vouchers in the name of the principal for allowances and reimbursements payable by the United States or a foreign government or by a state or subdivision of a state to the principal, including allowances and reimbursements for transportation of the individuals described in Section 26-1A-213(a)(1), and for shipment of their household effects;

(2) To take possession and order the removal and shipment of property of the principal from a post, warehouse, depot, dock, or other place of storage or safekeeping, either governmental or private, and execute and deliver a release, voucher, receipt, bill of lading, shipping ticket, certificate, or other instrument for that purpose;

(3) To enroll in, apply for, select, reject, change, amend, or discontinue, on the principal's behalf, a benefit or program;

(4) To prepare, file, and maintain a claim of the principal for a benefit or assistance, financial or otherwise, to which the principal may be entitled under a statute or regulation;

(5) To initiate, participate in, submit to alternative dispute resolution, settle, oppose, or propose or accept a compromise with respect to litigation concerning any benefit or assistance the principal may be entitled to receive under a statute or regulation;

(6) To receive the financial proceeds of a claim described in paragraph (4) and conserve, invest, disburse, or use for a lawful purpose anything so received; and

(7) **Specific Deletions.**

§ 8.8 **SECTION 26-1A-215. RETIREMENT PLANS:**

(In this Section, "retirement plan" means a plan or account created by an employer, the principal, or another individual to provide retirement benefits or deferred compensation of which the principal is a

Durable Power of Attorney
Eleanor Gaynelle Shank
Page 12

participant, beneficiary, or owner, including a plan or account under the following Sections of the Internal Revenue Code:

- (1) an individual retirement account under Internal Revenue Code Section 408, 26 U.S.C. Section 408, as amended;*
- (2) a Roth individual retirement account under Internal Revenue Code Section 408A, 26 U.S.C. Section 408A, as amended;*
- (3) a deemed individual retirement account under Internal Revenue Code Section 408 (q), 26 U.S.C. Section 408(q), as amended;*
- (4) an annuity or mutual fund custodial account under Internal Revenue Code Section 403(b), 26 U.S.C. Section 403 (b), as amended;*
- (5) a pension, profit-sharing, stock bonus, or other retirement plan qualified under Internal Revenue Code Section 401(a), 26 U.S.C. Section 401(a), as amended;*
- (6) a plan under Internal Revenue Code Section 457(b), 26 U.S.C. Section 457(b), as amended; and*
- (7) a non-qualified deferred compensation plan under Internal Revenue Code Section 409A, 26 U.S.C. Section 409A, as amended.)*

- (1) To select the form and timing of payments under a retirement plan and withdraw benefits from a plan;
- (2) To make a rollover, including a direct trustee-to-trustee rollover, of benefits from one retirement plan to another;
- (3) To establish a retirement plan in the principal's name;
- (4) To act for me in all matters that affect my IRA, 401k, and other retirement plans, as listed above;
- (5) To select distribution options under any Plan in which I participate;
- (6) To make contributions, exercise investment option, receive distributions, to include any required minimum distributions;
- (7) To transfer plan benefits into another Plan;
- (8) To designate Plan beneficiaries and change existing beneficiary designations. Any such beneficiary designation changes by my Agent shall be limited, shall be in my best interest and the best interest of my estate, and shall be approved by the financial advisor or manager of my account;
- (9) To exercise investment powers available under a retirement plan;
- (10) To borrow from, sell assets to, or purchase assets from a retirement plan; and
- (11) **Specific Deletions.**

Durable Power of Attorney
Eleanor Gaynelle Shank
Page 13

§ 1 **SECTION 26-1A-216. TAXES:**

- (1) To prepare, sign, and file federal, state, local, and foreign income, gift, payroll, property, Federal Insurance Contributions Act, and other tax returns, claims for refunds, requests for extension of time, petitions regarding tax matters, and any other tax-related documents, including receipts, offers, waivers, consents, including consents and agreements under Internal Revenue Code Section 2032A, 26 U.S.C. Section 2032A, as amended, closing agreements, and any power of attorney required by the Internal Revenue Service or other taxing authority with respect to a tax year upon which the statute of limitations has not run and the following 25 tax years;
- (2) To pay taxes due, collect refunds, post bonds, receive confidential information, and contest deficiencies determined by the Internal Revenue Service or other taxing authority;
- (3) To exercise any election available to the principal under federal, state, local, or foreign tax law;
- (4) To act for the principal in all tax matters for all periods, either before or after the date of this Durable Power of Attorney, before the Internal Revenue Service, or other taxing authority; and
- (5) **Specific Deletion.**

§ 1 **SECTION 26-1A-217. GIFTS.**

(1) To make gifts of any of my property to any individuals, including my Agent, within the limits of the annual exclusion as provided by Section 2503(b) of Title 26 of the United States Code, and taking into account the availability of Section 2513 of Title 26 of the United States Code, as the same may from time to time be amended, or to organizations described in Sections 170(c) and 2522(a) of Title 26 of the United States Code, or corresponding future provisions of federal tax law, or both, as the Agent shall determine, or if my spouse consents to a split gift, an amount not to exceed twice the annual federal gift tax exclusion limit: (a) to be in my best interest; (b) to be in the best interest of my estate; or (c) that will reduce the estate tax payable on the principal's death; and is in accordance with my personal history of making or joining in the making of lifetime gifts. Based upon (A) the value and nature of my property, (B) my foreseeable obligations and need for maintenance, (C) the eligibility for a benefit, program or assistance.

Subsection (1) shall not in any way impair my right or power, by express words in this power of attorney or other writing, to further authorize, expand, or limit the authority of any Agent to make gifts of my property.

This section is also declaratory of former Section 26-1-1 of the Code of Alabama, 1975, as amended.

Durable Power of Attorney
Eleanor Gaynelle Shank
Page 14

(2) Specific Deletion.

EBB **TITLE 26, SECTION 26-1A-404 et seq. Code of Alabama, 1975, as Amended
HEALTHCARE:**

(1) To make any and all health care decisions on my behalf or for my benefit in accordance with the above listed statutes. I do further empower my said Agent to make health care decisions for me if and when I am unable to make my own health care decisions, including the power to consent to giving, withholding or stopping any health care, treatment and for the administration of drugs, therapy, testing, radiological testing, anesthetic drugs and devices, surgery, cosmetic surgery, reconstructive surgery, blood transfusions, and in general for any type of medical treatment administered by any practitioner of the healing arts (including but without limitation to medical doctors, registered nurses, licensed nurses, licensed practical nurses, therapists, allied health professionals, home health agencies, psychiatric doctors and psychologists) and to do all such acts and things as fully and effectually in all respects, and to all of the same intents and purposes, as I myself could do by my own hand, or in my own person, if present and acting.

(2) I intend for my Agent 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. This release authority applies to any information governed by the Health Insurance Portability and Accountability Act of 1996 (aka HIPAA), 42 U.S.C. §1320d and 45 CFR §160-164. I understand that access to Protected Health Information ("PHI") about me must be obtained in accordance with the Final Privacy Regulations issued pursuant to the Health Insurance Portability and Accountability Act ("HIPAA Final Rules"). Accordingly, I instruct anyone reading this Durable Power of Attorney/Designation as follows: Regardless of whether a determination has been made about whether I am able to participate in medical treatment decision-making, I want any HIPAA Covered Entity reading this document to understand that by designating my Agent as identified herein, I have identified the person designated as a person involved with my care within the meaning of 45 CFR 164.510(b)(1) of the HIPAA Final Rules. I also want any HIPAA Covered Entity reading this document to understand that I want you to use your professional judgment as appropriate to infer that I would not object to any disclosure of PHI about me to the person named in this Durable Power of Attorney as my Agent, if I am present in circumstances described in 45 CFR 164.510(b)(2)(iii). If I am not present or it is not practical to give me an opportunity to agree or object to the use or disclosure as described in 45 CFR 164.510(b)(3), then I authorize any Covered Entity reading this document to use your professional judgment to determine that it is my best interests to disclose PHI that is relevant to my Agent to also now be known as my Patient Advocate as named in this my Durable Power of Attorney. I authorize my Agent to have access to PHI about me when necessary.

(3) I authorize any physician, health care 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 or services to me or that has paid for or is seeking payment from me for such services:

Durable Power of Attorney
Eleanor Gaynelle Shank
Page 15

To give, disclose and release to my Agent, 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;

(4) The authority given my Agent 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 Agent has no expiration date and shall expire only if I revoke the authority in writing and deliver it to my health care provider.

(5) Pursuant to HIPAA or other privacy laws, any and all medical, dental and healthcare providers to me are further authorized to disclose to my Agent protected health information about me as further described below.

(6) My Agent is authorized to request, use or disclose any protected health information about me, to include but not limited to the following: A complete copy of my physical or mental records regarding treatment, all information both oral or written or electronic, to include medical records, treatment records, admission summary, radiology reports, diagnostic records, operative reports, discharge summary, emergency room reports, work slips, prescription drug history, nurses notes itemized statement of total charges to date for service. My Agent can execute a release or other document required to obtain this information and a consent to disclose the same.

(7) I understand that the information used or disclosed may be subject to re-disclosure by the person or class of persons or facility receiving it, and would then no longer be protected by the federal privacy regulations.

(8) My Agent is further authorized to hire and fire doctors (or other health care providers), consent to surgery, move me in or out of a hospital, nursing home, assisted living or rehabilitation center.

(9) I grant to said Agent the authority to make all lawful hospital and health care decisions for me, including care requiring HIPAA authorization, and to request, review, and receive any information, oral or written, regarding the principal's physical or mental health, including medical records, treatment records, diagnostic records, execute a release or other document required to obtain the information, and consent to the disclosure of the information.

(10) **Specific Deletions.**

E b s **MEDICAID PLANNING:**

(1) To do whatever is necessary to assist in any Medicaid planning on my behalf.

Durable Power of Attorney
Eleanor Gaynelle Shank
Page 16

(2) My agent shall have the power to purchase a Medicaid annuity, set up a Miller Trust for my benefit or a Medicaid qualifying special needs trust or work with the Alabama Family Trust to execute a trust on my behalf.

(3) My agent has the authority to make gifts from my assets which would be beneficial to Medicaid planning for me.

§§§ **LIMITATIONS ON AGENT'S AUTHORITY:**

(1) An Agent that is not my spouse MAY NOT use my property to benefit the agent or a person to whom the agent owes an obligation of support unless I have included that authority in the Special Instructions.

(2) Any power or authority granted to my Agent herein shall be limited so as to prevent this Power of Attorney from causing my Agent to be taxed on my income or from causing my assets to be subject to a "general power of appointment" by my Agent as defined in 26 U.S.C. Section 2041 and 26 U.S.C. Section 2514 of the Internal Revenue Code of 1986, as amended.

(3) My Agent shall have no power or authority whatsoever with respect to any policy of insurance owned by me on the life of my Agent, or any Trust created by my Agent as to which I am Trustee.

(4) **Specific Deletions.**

§§§ **APPOINTMENT AND NOMINATION OF FIDUCIARY**

If it becomes necessary for a court to appoint a fiduciary (conservator or guardian) of my person, I nominate and appoint **Alan Arnett** as my guardian, conservator, curator or other fiduciary. Should **Alan Arnett** be unwilling or unable to serve for any reason, I nominate **Beth Arnett** as my alternate guardian, conservator, curator or other fiduciary.

§§§ **SPECIAL INSTRUCTIONS: Specific deletions noted in the body of this document.**

§§§ **RELIANCE ON THIS POWER OF ATTORNEY:**

(1) Any person, including my Agent, may rely upon the validity of this Power of Attorney or a copy of it unless that person has independent knowledge that it has been terminated.

(2) I grant to said Agent full power and authority to do, take, and perform all and every act and thing whatsoever requisite, proper or necessary to be done, in the exercise of any 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, hereby ratifying and confirming

Durable Power of Attorney
Eleanor Gaynelle Shank
 Page 17

all that said Agent or his or her successor shall lawfully do or cause to be done by virtue of this power of attorney and the rights and powers herein granted.

(3) This power of attorney shall not be affected by disability, incompetency, or incapacity of the principal.

(4) This instrument is drawn pursuant to the provisions of Section 26-1A-101 et seq. Code of Alabama, 1975, as amended. My death shall not revoke this Durable Power of Attorney, to anyone who, without 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, assigns, devisees and personal representative(s).

IN WITNESS WHEREOF the rights, powers, and authority of said Agent herein granted shall commence and be in full force and effect on the 13 day of August, 2019 and such rights, powers, and authority shall remain in full force and effect thereafter until terminated in writing by the principal, or a person acting at the direction of the principal or being obliterated, burnt, torn, or otherwise and notice given to my Agent.

I have signed and sealed this Durable Power of Attorney at Pelham, Alabama, on this the 13 day of August, 2019, and I direct that photographic copies of this document be made which shall have the same force and effect as the original.

Amy R. Milling
 WITNESS NAME

Amy R. Milling
 WITNESS SIGNATURE

Eleanor Gaynelle Shank L.S.
 ELEANOR GAYNELLE SHANK

STATE OF ALABAMA)
 JEFFERSON COUNTY)

I, the undersigned authority, a Notary Public in and for the State of Alabama at large, hereby certify that **Eleanor Gaynelle Shank**, whose name is signed to the foregoing Durable Power of Attorney, and who is known to me, acknowledged before me on this day, that, being informed of the contents of the Durable Power of Attorney, she executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 13th day of August, 2019
Elizabeth A. Rolin
 Notary Public
 My commission expires: 5/22/2022

Durable Power of Attorney
Eleanor Gaynelle Shank
Page 18

This instrument was prepared by:
Elizabeth A. Roland
Attorney at Law
Roland Milling Law LLC
304 Canyon Park Drive
Pelham, AL 35124
(205)620-1278



Filed and Recorded
Official Public Records
Judge of Probate, Shelby County Alabama, County
Clerk
Shelby County, AL
10/03/2019 09:50:38 AM
\$73.00 CHARITY
20191003000363080

Allie S. Bayl