

**DURABLE ULTRA POWER OF ATTORNEY AND HEALTH CARE PROXY  
FROM DIANNE W. TAYLOR TO EMMETT LEE TAYLOR;  
AND ADVANCE DIRECTIVE**

STATE OF ALABAMA  
COUNTY OF MOBILE

This document is my durable ultra power of attorney. In it I, DIANNE W. TAYLOR, am the PRINCIPAL. I have chosen a durable ultra power because it gives my named AUTHORIZED AGENT (i) all possible powers, including those regarding my health care, permitted by law (restricted only as provided in Part 4 below) and (ii) the power to sign other, similarly limited power of attorney documents (institutional forms) appointing my agent, or others ("Subagents"), as my attorney in fact to act in my behalf [for such purposes as those described, for example, in U.S. Treas. Reg. 601.503(b)(3)]. To assure its recognition, I am signing this document in the presence of two disinterested witnesses, acknowledging my signature before a notary public.

**PART 1 - APPOINTMENT OF MY AUTHORIZED AGENT**

A. I, DIANNE W. TAYLOR (hereinafter the PRINCIPAL) of 30781 Pine Court, Daphne, Alabama 36527, by this instrument intend to create a durable power of attorney under Section 26-1-2 *Code of Alabama* (1975) and accordingly do hereby designate my husband, EMMETT LEE TAYLOR, to serve as my attorney in fact and agent (hereinafter referred to as my AUTHORIZED AGENT) to have and possess all of the powers and authority conferred in this document. If no AUTHORIZED AGENT designated in this instrument is able or willing to serve or to continue to serve as such AUTHORIZED AGENT, then I request (i) that all desires I have stated in this instrument be honored and (ii) all instructions given to any AUTHORIZED AGENT acting under this instrument be carried out and (iii) to the extent permissible under applicable law, this instrument be treated as self-executing and given the same force and effect as any other written expression of intent under applicable law.

B. If EMMETT LEE TAYLOR, is unable to serve or unable to continue to serve for any reason, as my AUTHORIZED AGENT, the following shall serve as her sole successor AUTHORIZED AGENT, but only in the order listed: my son, Bryan McDaniel Taylor; my sons, David Lee Taylor and Michael Edison Taylor, or the survivor of them; my daughter, Mary Kaye Taylor Balentine.

Each of my AUTHORIZED AGENTS by written instrument may delegate such agent's powers to any other above named AUTHORIZED AGENT, individually or successively, with respect to any period such delegating agent for any reason is unable (or simply finds it inconvenient) to act. Absent any contrary communication from any predecessor to those dealing with a successor, each successor's determination that such succession or delegation to such successor is in effect (evidenced by a certificate signed by such successor under oath) shall be conclusively binding on all persons (as though such successor were my only AUTHORIZED AGENT).

C. To distinguish between an agent specifically named by me above and an agent (who may not have been specifically named by me) appointed by such a named agent to act for me (as provided in Part 3E below), the term "AUTHORIZED AGENT" (all capital letters) means only the former and the term "SUBAGENT" (all capital letters) means only the latter. The term "agent" (all lower case letters) means the generic term "agent" (unless the context indicates that use of the term is solely as a reference to an AUTHORIZED AGENT or to a SUBAGENT or to either).

**PART 2 - AUTHORIZED AGENT MUST SIGN ACCEPTANCE**

While this document is intended to be effective as of the date I sign it in the manner described in the opening paragraph of this page, no person appointed as my AUTHORIZED AGENT is empowered to serve as such or to act for me until such person agrees to the terms of such appointment by signing the AUTHORIZED AGENT ACCEPTANCE set forth below. Except as I or my AUTHORIZED AGENT (acting in my behalf with respect to any SUBAGENT) may have otherwise separately agreed in writing, no AUTHORIZED AGENT or SUBAGENT shall receive compensation for (but each shall be entitled to reimbursement for actual and necessary expenses reasonably incurred in) the performance of such agent's responsibilities.

**PART 3 - GRANT OF UNLIMITED POWERS TO ACT IN MY BEHALF**

A. **POWERS TO BE AS ALL INCLUSIVE AS THE LAW PERMITS.** I grant to my AUTHORIZED AGENT the power to (i) represent me and (ii) perform any and all acts in my behalf that I could in my own behalf (assuming I were present and not incapacitated) in all matters and affairs, INCLUDING THOSE RELATING TO MY HEALTH CARE, to the greatest extent the law permits and without limitation of any kind (other than as restricted in Part 4 below). More specifically, my AUTHORIZED AGENT shall have the power to make every decision and take every action for me, excluding only those rare things which applicable law does not at the time of exercise permit any agent or attorney in fact to do for or in behalf of a principal, no matter how specific the authorization (for example, to take my place as a corporate director or as an executor or trustee for another or to cast my vote in a public election). I do not list any specific powers I grant to my AUTHORIZED AGENT, other than the demonstrative examples and the power to sign other power of attorney documents for me set forth in paragraphs B and E below, because I fear that simply listing them might be thought to limit my all inclusive grant of powers.

B. **DEMONSTRATIVE EXAMPLES.** Without in any way contradicting paragraph A above and solely to demonstrate the breadth of the powers I have thus granted to my AUTHORIZED AGENT, I give as examples the power to:

1. **Demand and Receive Property.** To demand, receive, collect, and hold any and all monies, securities, and other personal and real property of any nature whatsoever belonging to me or in which I may have any interest.

2. **Open and Maintain Bank Accounts.** To open and maintain accounts for me and in my name in such banks, savings and loan associations, and other financial institutions as my agent may deem best; to make deposits of money belonging to me in such accounts; and to disburse such monies on the signature of my agent for any purposes in connection with my personal comfort, support, maintenance, health, and general welfare, in such manner and amounts, for such purposes, and at such times as my agent, in his, her, or its sole discretion and judgment, may deem best.

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3. **Disburse Funds.** To make disbursements of monies belonging to me in such manner and amounts, for such purposes, and at such times as my agent, in his, her, or its sole discretion and judgment, may deem best for maintenance, repair, improvement, management, or any other purposes in connection with any real or personal property or any interest therein owned by me.

4. **Deal in Real Estate.** To sell, subdivide, improve, operate, manage, control, and lease any and all real estate owned by me, wherever located; to demand, collect, and receive the rents, income, and profits derived therefrom; to exercise in all respects general control and supervision over any real estate belonging to me; and to purchase or otherwise acquire additional real estate.

5. **Supervise Securities and Personal Property.** To exercise in all respects general control and supervision over any securities and other personal property, tangible and intangible, of any nature whatsoever belonging to me; to receive the dividends, interest, proceeds, and profits derived therefrom; and to purchase and otherwise acquire additional personal property.

6. **Enter Safe Deposit Boxes.** To have unrestricted access to and control of the contents of any safe deposit box or vault to which I might have access, to take and remove from such box or vault any or all of the contents thereof, to lease one or more safe deposit boxes for the safekeeping of my assets.

7. **Manage Securities.** To vote all stocks, bonds, and other securities; to collect the dividends, interest, profits, or accruals therefrom; to invest, buy, sell, reinvest, and manage the same; and to exercise any and all rights and powers in connection therewith, all as my agent in his, her, or its sole discretion and judgment, may deem best.

8. **Demand and Receive Money Due.** To demand and receive, sue for and recover any and all monies or rights of any nature whatsoever and from whatever source derived that may now be due to me or which may at any time hereafter come due, and to give in all respects proper receipts, releases, and acquittances therefor, with no liability on the part of any obligor making payments to my agent to see to the application of the proceeds of such payments or collections.

9. **Borrow, Mortgage, and Pledge.** To borrow such amounts for such purposes, and at such times as my agent, in his, her, or its sole discretion and judgment, may deem best, and to pledge or mortgage any of my property, real or personal, as security for any such loans.

10. **Maintain Legal Actions.** To institute, prosecute, defend, compromise, settle, arbitrate, or dispose of any legal, equitable, or administrative actions or proceedings in my name; to execute and verify petitions and complaints in the Federal and State courts, specifically including the United States Tax Court; and to cause me to be represented in such proceedings.

11. **Tax Controversies.** To represent me and to appoint others to represent me in all tax matters before all officers of the Internal Revenue Service and any State Department of Revenue for all years from 1950 to 2050, inclusive, and to prepare, sign and file any power of attorney form (specifically including Internal Revenue Service Form 2848) appointing my agent or any other suitable person selected by my agent as my representative before such taxing authority.

12. **Tax Returns.** To sign and verify all tax, social security, unemployment, insurance, and information returns required by the United States or by any State or subdivision thereof, specifically including, if I am married, joint income tax returns with my spouse, claims for refund, requests for extension of time and consents in my name; to receive, endorse, and receipt for any tax refunds due to me; to exercise any elections that I may have under Federal, State or local tax law; and to pay, compromise, or contest any taxes, penalties, or interest for which I am or may be liable.

13. **Deal With Existing Trusts.** To add any property whatsoever belonging to me to any trust established by me, to be held and managed as though an original part of such trust; to withdraw and/or receive income or principal from any trust regarding which I have a right of withdrawal or receipt; to request and to receive the income or principal of any trust as to which the trustee has discretionary authority to make distributions to me or on my behalf, and to execute any release or receipt that may be required by such trustee from me.

14. **Make Gifts.** To make gifts of my real or personal property or my interest in such property (including, but not limited to, outright gifts, gifts in trust, gifts to a Qualified State Tuition Payment plan as described in Section 529 of the Internal Revenue Code of 1986, as from time to time amended, or gifts to a custodian under a uniform gifts or transfers to minors act) to such persons (including my agent) or institutions, in such amounts or proportions, as my agent, in his, her, or its sole discretion and judgment, may deem appropriate for tax or other reasons; provided, however, the total value of gifts to any one donee in any calendar year shall not exceed (i) the amount specified for the federal gift tax annual exclusion (including such additional amount of any gift tax annual exclusion attributable to the consent of my spouse under Section 2513 of the Internal Revenue Code of 1986, as from time to time amended), or (ii) the amount excluded from the gift tax under the provisions of Section 2503(e) of the Internal Revenue Code of 1986, as from time to time amended, relating to the payment of educational and medical expenses, or (iii) the amount deductible from my gifts under the provisions of Section 2523 of the Internal Revenue Code of 1986, as from time to time amended, relating to gifts to my spouse, if I am married, it being my intention that no Federal gift tax shall be incurred on gifts made by my agent; and provided further, if a gift is made to an individual among my issue by my agent, the agent shall make gifts of substantially the same amount to all other of my issue in the same generation.

15. **Insurance Transactions.** To exercise any right or obligation in regard to any insurance policy of any kind whatsoever in which I have any incident of ownership; to obtain additional contracts of insurance for me; and to make or change the beneficiary of such insurance contracts; provided, however, that my agent cannot be designated as a beneficiary unless my agent is my spouse or an individual among my issue, and provided further, that my agent shall have no power or authority to deal in any manner with insurance policies I may own on his or her life.

16. **Retirement Plans.** To exercise any right with regard to any retirement plan or individual retirement account I may have or entered into by my agent on my behalf, or with regard to any retirement plan or individual retirement account as to which I am the beneficiary including, but not limited to, the power (i) to create and contribute to an individual retirement account, an employee benefit plan, or other retirement plan, (ii) to change the form of the plan as may be permitted by law such as to convert a traditional IRA into a Roth IRA; (iii) to "roll over" plan benefits, (iv) to receive distributions from such plan, and to endorse and deposit checks from such plans; (v) to borrow money from any such plan, (vi) to select any available option with respect to any such plan, (vii) to annuitize all or any portion of the proceeds of the account, and (viii) to make or change the

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beneficiary designation of any such plan; provided, however, that my agent cannot be designated beneficiary unless my agent is my spouse or an individual among my issue; and provided further, that my agent shall have no power to designate my agent, directly or indirectly, as a beneficiary to receive a share or proportion of such account greater than the share my agent would have received if such account had been distributed under the intestate laws of the State of Alabama.

17. **Estate and Trust Transactions.** To request, demand, sue for, recover, collect, and hold, or to disclaim or renounce as provided by law, any interest that I have or may have in any estate or trust, and to execute and deliver any receipts, releases, or other instruments in connection with any such interest.

18. **Business Transactions.** To conduct, engage in, and transact any and all lawful business of whatever nature or kind in which I am engaged or interested.

19. **Implement Powers.** To sign any and all contracts, deeds, or other instruments, including additional powers of attorney, necessary to carry out any of the powers granted hereunder, hereby giving and granting unto my agent full power and authority to do and perform all and every act and thing whatsoever requisite and necessary to be done in implementing such powers as fully to all intents and purposes as I might or could do if personally present, with full power to substitute in my place and stead. In particular, I grant to my agent the power to sign for me and on my behalf any and all other powers of attorney, on whatsoever form, as may be required or appropriate to permit my agent to carry out the powers and purposes set forth herein, naming himself, herself or itself or another as agent thereunder.

20. **Personal Relationships and Affairs.** To do all acts necessary for maintaining my customary standard of living and the customary standard of living of my spouse, if I am married, my children, if I have any, and my other dependents, (all sometimes collectively referred to sometimes herein as "my immediate family"); to provide medical, dental and surgical care, hospitalization, custodial care or any other form of health or mental care for them and me; to continue whatever provision has been made by me for them and myself with respect to automobiles or other means of transportation; to continue whatever charge accounts have been operated by me for my convenience, and the convenience of my immediate family, to open such new accounts as my agent shall think to be desirable for the accomplishment of any of the purposes enumerated in this paragraph, and to pay the items charged on such accounts by any person authorized or permitted by me or my agent to make such charges; to continue the discharge of any services or duties assumed by me, to any parent, relative, or friend of mine; to continue payments incidental to my membership or affiliation in any church, club, society, order, or other organization, or to continue contributions thereto.

21. **Employ Advisors.** To employ or discharge persons, firms and corporations to advise or assist my agent, including, but not limited to, agents, care managers, accountants, auditors, brokers, attorneys-at-law, custodians, investment counsel, rental agents, realtors, appraisers and tax specialists.

22. **Care for Any Domestic Pets of Mine.** To make expenditures for the care and support of any domestic pets I may have, including arranging for, as appropriate, their regular exercise, grooming, veterinary care and special dietary needs, if any, and to make or authorize payment from my funds for pet care provided by relatives, care providers or professional pet services.

23. **Waive Confidentiality.** To waive on my behalf any attorney-client or physician/patient privilege or duty of confidentiality in those circumstances where my agent shall deem such waiver appropriate.

24. **Medical Information.** To be considered a personal representative under privacy regulations related to protected health information and for my agent to be entitled to all health information in the same manner as if I personally were making the request. This authorization and request shall also be considered a consent to the release of such information under current laws, rules and regulations, specifically including, but not limited to, the express grant of authority to personal representatives as provided by Regulation Section 164.502(g) of Title 45 of the Code of Federal Regulations and the medical information privacy law and regulations generally referred to as "HIPPA."

25. **Court Enforcement.** To seek appropriate court orders, injunctions and judgments which may be deemed necessary if a third party refuses to comply with actions which my agent desires to take. My agent may, in such court proceedings, seek injunctive relief, reimbursement of court costs and attorney fees, and actual and punitive damages on my behalf.

C. **Confirmation and Additional Sources of Powers.** I further confirm my grant of each of the example powers listed in this document. By way of further example, my AUTHORIZED AGENT shall have all of the powers with respect to my property and affairs including those specified in § 19-3-320 *et seq.* Code of Alabama, together with those that the trustees of each revocable trust of mine, if I have any, have with respect to the property and affairs of such trust, the trustee powers provisions of which I incorporate verbatim into this document from the governing trust document as from time to time signed or amended by me.

D. **No Limitations Intended.** Nevertheless, I repeat that I give my AUTHORIZED AGENT authority to do any act I could have done if personally competent and present. I do not intend to limit that authority to transactions and acts connected to the example transactions and acts specifically authorized in paragraph B.

E. **The Power to Sign Other Power of Attorney Documents.** In order to allow my AUTHORIZED AGENT to satisfy third persons who require a more specific and detailed enumeration of an agent's powers in a power of attorney document before those third persons will recognize the agent's authority, I grant to my AUTHORIZED AGENT the power to sign for me and in my behalf any and all other power of attorney documents and forms of any kind (e.g., IRS form 2848), without limitation, that themselves name as my attorney in fact (i) my AUTHORIZED AGENT or (ii) any other person whom my AUTHORIZED AGENT deems it appropriate to have any powers set forth in such document (my "SUBAGENT"). Each such subsequent power of attorney document may grant to an agent any particular powers not expressly excluded by this document that I could have granted under applicable law at that time (assuming I were not then incapacitated) had my grant of each such power been specifically set forth in every possible detail in this or some other properly signed power of attorney document - regardless of (but obviously including all of) the specific powers I may otherwise be thought to have granted to my AUTHORIZED AGENT in this document.

1. Neither I nor anyone else can possibly anticipate all of the specific and detailed enumeration of powers that may be required by third persons (e.g., an insurance company may require that a power that authorizes an agent to designate and change beneficiaries include the policy number of each policy that may be involved or a title insurance company may require that a power authorizing an agent to sell the principal's real property include a legal description of each property that the agent proposes to sell).

2. Moreover, during the many years that I expect this power to be in effect, if I become incapacitated, it will be impossible for me to grant further powers containing such specificity (or dealing with acts, such as tax elections, that could not even be imagined years in advance).

3. Thus, my AUTHORIZED AGENT must and shall have the power at all times to sign such specific and detailed other power of attorney documents in my behalf. In this regard, I intend that the powers that may be granted by my AUTHORIZED AGENT be absolutely as broad and unlimited as applicable law at that time will allow - in other words, an "ultra" power of attorney.

#### PART 4 - RESTRICTIONS ON SELF DEALING

A. Notwithstanding the foregoing and any rule of law relating to self dealing, both direct and indirect transactions between me and my AUTHORIZED AGENT or a SUBAGENT carried into effect by the action of such agent are expressly authorized, provided only that, in each case:

1. Such agent believes such action to be in the best interests of me, my estate, or those persons who, in such agent's judgment, I would likely intend to be benefited by my estate.

2. I receive in such transaction full and adequate consideration in money or money's worth, and

3. Such agent shall not appropriate property to himself, herself, or itself (within the meaning of section 2041 of the Internal Revenue Code).

B. Nevertheless, the provisions of subparagraphs 2 and 3 of Paragraph A above shall not prohibit:

1. Any gift, exercise of power of appointment, or disclaimer in my behalf that directly or indirectly benefits any agent if:

a. Such gift, exercise of power of appointment, or disclaimer is made by any disinterested person to whom my AUTHORIZED AGENT, in my behalf, may have delegated any gift, exercise of power, or disclaimer powers under this document (in the manner provided in Part 3E above), *provided* such person is independent of such agent and acts alone in my behalf on the basis of that person's sole judgment, or

b. Such gift only indirectly benefits such agent (e.g., a gift to or for a member of the agent's family not made directly to the agent) if:

(1) Such gift is in direct payment of tuition or medical expenses [within the meaning of section 2503(e) of said Code] or, disregarding amounts described in this subparagraph (1),

(2) Such gift does not (or gifts do not) exceed for any one donee in any calendar year whatever is then the annual exclusion amount under section 2503(b) of said Code, currently \$14,000, or double that if the split gift provisions of section 2513 of said Code are expected to apply; or

2. Any action insofar as such action affects or may affect any agent's tax burden.

C. Neither my AUTHORIZED AGENT nor any SUBAGENT of mine shall (i) have the power to make any gift if doing so might disqualify the donee from receiving any governmental assistance then being received or applied for or be considered as a countable or available resource of such donee pursuant to the governmental benefits program involved or (ii) have or exercise any incident of ownership in or control over (a) any insurance on such agent's life or (b) any assets that I have, or that any trust of which I am a trustee or beneficiary has, received from such agent by gift.

#### PART 5 - HEALTH CARE

A. **General Health Care Authority.** I understand that my health care proxy is a person whom I may choose here to make medical treatment decisions for me as described below. I do want to appoint in this document a health care proxy. If my attending physician determines that I am no longer able to give directions to my health care providers regarding my medical treatment, I direct my attending physician and other health care providers to first follow the instructions of my AUTHORIZED AGENT, as my health care proxy, if he shall then be available, and if not, then those of my AUTHORIZED AGENT, who may then act as my health care proxy. My HEALTH CARE PROXY is authorized to make whatever medical treatment decisions I could make if I were able, including decisions regarding the withholding or withdrawing of life-sustaining treatment. In the exercise of my AUTHORIZED AGENT'S authority hereunder I request that my authorized agent first consult with all of my children

1. **Nutrition and Hydration.** I specifically do authorize my HEALTH CARE PROXY to make decisions regarding whether artificially provided nutrition and hydration be withheld or withdrawn.

2. **General Health Care Authority.** My HEALTH CARE PROXY is authorized in my health care proxy's sole and absolute discretion from time to time and at any time to exercise the authority described herein relating to matters involving my health and medical care.

B. **I Am To Be Consulted If Possible.** In exercising the health care authority granted to my HEALTH CARE PROXY herein, I first direct my HEALTH CARE PROXY to try to discuss with me the specifics of any proposed decision regarding my medical care and treatment if I am able to communicate in any manner, however rudimentary.



**C. Informed Consent.** My HEALTH CARE PROXY is further instructed that if I am unable to give an informed consent to medical treatment, and my HEALTH CARE PROXY cannot determine the treatment choice I would want made under the circumstances, my HEALTH CARE PROXY shall give, withhold, or withdraw such consent for me based upon any treatment choices that I may previously have expressed on the subject while competent, whether under this instrument or otherwise.

**D. Decisions on Health Care Treatment Options.** If my HEALTH CARE PROXY cannot determine the health care treatment choice I would want made under the circumstances, then my HEALTH CARE PROXY should make such choice for me based upon what my HEALTH CARE PROXY believes to be in my best interests.

**E. Specifics of Authority.** Without in any way limiting the general power of attorney herein of my HEALTH CARE PROXY and to further demonstrate the breadth of the powers I have herein granted to my HEALTH CARE PROXY, I give as examples the power:

**1. Access to and Disclosure of My Medical Records and Other Personal Information.** To request, receive and review any information, verbal or written, regarding my personal affairs including my physical or mental health, together with my 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 or deny such information to such persons, organizations, firms or entities as my HEALTH CARE PROXY shall deem appropriate.

(a) **HIPAA Release Authority.** I intend for my HEALTH CARE PROXY 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 (sometimes known as HIPAA), 42 USC 1320d and 45 CFR 160-164. Since this power of attorney authorizes my HEALTH CARE PROXY to make various property related decisions on my behalf, some of which relate to my health care, I confirm that in connection therewith, my HEALTH CARE PROXY shall be treated as my personal representative for all purposes relating to my protected health information, as provided in 45 CFR 164.502(g)(2).

(b) Moreover, I authorize 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 or services to me or that has paid for or is seeking payment from me for such services to give, disclose and release to my HEALTH CARE PROXY, 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.

(c) The authority given my HEALTH CARE PROXY shall supersede any prior agreement that I may have made with or provided instructions any of to my health care providers to restrict access to or disclosure of my individually identifiable health information. The authority given my HEALTH CARE PROXY in this document 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.

**2. Hiring and Firing and Compensating Health Care Personnel.** To employ and discharge medical personnel including physicians, psychiatrists, dentists, nurses, and therapists as my HEALTH CARE PROXY shall deem necessary for my physical, mental and emotional well-being, and to pay them (or cause them to be paid) reasonable compensation;

**3. Giving, Withholding, or Withdrawing Consent to Medical Treatment.** To give or withhold consent to any medical procedures, tests or treatments, including surgery; to arrange for my hospitalization, convalescent care, hospice or home care; to summon paramedics or other emergency medical personnel and seek emergency treatment for me, as my HEALTH CARE PROXY shall deem appropriate; and under circumstances in which my HEALTH CARE PROXY determines that certain medical procedures, tests or treatments are no longer of any benefit to me or where the benefits are outweighed by the burdens imposed to revoke, withdraw, modify or change consent to such procedures, tests and treatments, as well as hospitalization, convalescent care, hospice or home care which I or my HEALTH CARE PROXY may have previously allowed or consented to or which may have been implied due to emergency conditions. My HEALTH CARE PROXY's decisions should be guided by taking into account:

- a. The provisions of this instrument;
- b. Any reliable evidence of preferences that I may have expressed on the subject whether before or after the execution of this instrument;
- c. What my HEALTH CARE PROXY believes I would want done in the circumstances if I were able to express myself;
- d. The factors contained in Part 6 Paragraph 1(c) hereof; and
- e. Any information given to my HEALTH CARE PROXY by the physicians treating me as to my medical diagnosis and prognosis and the intrusiveness, pain, risks, and side effects of the treatment;

**4. Maintaining Me in My Residence.** To take whatever steps are necessary or advisable to enable me to remain in my personal residence as long as it is reasonable under the circumstances. I realize that my health may deteriorate so that it becomes necessary to have round-the-clock nursing care if I am to remain in my personal residence, and I direct my HEALTH CARE PROXY to obtain such care (including any equipment that might assist in such care) as is reasonable under the circumstances. Specifically, I do not want to be hospitalized or put in a convalescent or similar home as long as it is reasonable to maintain me in my personal residence;

**5. Protecting My Right of Privacy.** To exercise my right of privacy (to make decisions regarding my medical treatment) even though the exercise of my rights might hasten my death or be against conventional medical advice;

**6. Authorizing Relief from Pain.** To consent to and arrange for the administration of pain-relieving drugs of any kind, or other surgical or medical procedures calculated to relieve my pain, including unconventional pain-relief therapies which my HEALTH CARE PROXY believes may be helpful to me, even though such drugs or procedures may lead to permanent physical damage, addiction or even hasten the moment of (but not intentionally cause) my death;

**7. Entering into Medical Releases on my Behalf.** To grant, in conjunction with any instructions given under this Part 5, releases to hospital staff, physicians, nurses and other medical and hospital administrative personnel who act in reliance on instructions given by my HEALTH CARE PROXY or who render written opinions to my HEALTH CARE PROXY in connection with any matter described in this Part 5 from all liability for damages suffered or to be suffered by me; to sign documents titled or purporting to be a "Refusal to Permit Treatment" and "Leaving Hospital Against Medical Advice" as well as any necessary waivers of or releases from liability required by any hospital or physician to implement my wishes regarding medical treatment or nontreatment;

**8. Granting or Withholding Consent to Psychiatric Treatment.** To arrange (upon the execution of a certificate by two independent psychiatrists who have examined me and in whose opinions I am in immediate need of hospitalization because of mental disorder, alcoholism or drug abuse) for my voluntary admission to an appropriate hospital or institution for treatment of the diagnosed problem or disorder; to arrange for private psychiatric and psychological treatment for me; and to revoke, modify, withdraw or change consent to such hospitalization, institutionalization or private treatment which I or my HEALTH CARE PROXY may have previously given. The consent of my HEALTH CARE PROXY to my hospitalization for psychiatric help, alcoholism or drug abuse shall have the same legal effect, subject to applicable local law, as a voluntary admission made by me.

#### **PART 6 - ADVANCE DIRECTIVE; LIVING WILL; REFUSAL OF MEDICAL TREATMENT**

**A. General Statement.** I voluntarily declare to my family, all physicians, hospitals and other health care providers and any court or judge that I am of sound mind and that:

**1. Introduction.** If my attending physician determines that I am no longer able to give directions to my health care providers regarding my medical treatment, I direct my attending physician and other health care providers to provide, withhold, or withdraw certain treatment from me under the circumstances I have described in this Living Will.

(a) I understand that by the directions I have provided herein I am authorizing the withholding or withdrawal of certain treatments and this may lead to my death. I understand that I will be given treatment that is necessary for comfort or to alleviate my pain except where I specifically request otherwise.

(b) Before there is withheld or withdrawn from me any life sustaining treatment or artificially provided nutrition and hydration under the circumstances described below, I direct that my attending physician shall discuss with my HEALTH CARE PROXY, if available, and if not, then with the persons specified in Section 22-8A-11(d) *Code of Alabama 1975*, the benefits and burdens of taking such action and my stated wishes herein.

(c) I direct that my HEALTH CARE PROXY shall consult with my attending physician and make the decisions permitted herein that conform as closely as possible to what I would have done or intended under the circumstances, taking into account any evidence of my religious, spiritual, personal, philosophical, and moral beliefs and ethics, to the extent these are known to my HEALTH CARE PROXY.

(d) Where possible, my HEALTH CARE PROXY shall consider how I would have weighed the burdens and benefits of initiating or continuing life sustaining treatment or artificially provide nutrition and hydration against the burdens and benefits to me of that treatment; except, that any decision by my HEALTH CARE PROXY regarding the withdrawal or withholding of artificially provided nutrition and hydration from me while I am permanently unconscious shall only be made upon clear and convincing evidence of my desires.

(e) A decision to provide, withdraw or withhold life sustaining treatment or artificially provided nutrition and hydration by my HEALTH CARE PROXY shall be made in good faith and without consideration of the financial benefit or burden which will accrue to my HEALTH CARE PROXY or to my health care provider as the result of the decision.

**2. Terminal Illness or Injury.** If my attending physician and another physician determine that I have an incurable terminal illness or injury which will lead to my death within six months or less:

(a) Life Sustaining Treatment. I do not want life-sustaining treatment which would not cure me but which would only prolong the dying process.

(b) Artificially Provided Nutrition and Hydration. I understand that artificially provided nutrition and hydration (tube feeding of food and water) may be necessary to preserve my life. Unless its withholding or withdrawal would likely, in the opinion of my attending physician, cause me undue pain, I do not want artificially provided nutrition and hydration for the sole purpose of prolonging the dying process.

(c) Permanent Unconsciousness. If in the judgment of my attending physician and another physician, I am in a condition of permanent unconsciousness I do not want life-sustaining treatment which would not cure me but which would only maintain me in a condition of permanent unconsciousness.

(d) Providing Comfort Care. In honoring my instructions contained in my Living Will, I further direct that my attending physician order all appropriate steps and treatment to keep me as comfortable and free of pain as is reasonably possible, including the administration of pain relieving drugs of any kind or other surgical or medical procedures calculated to relieve my pain, including unconventional pain-relief therapies which may be helpful, even though such drugs or procedures may lead to permanent physical damage, addiction or hasten the moment of (but not intentionally cause) my death.



**B. Definitions.** For purposes of my Living Will, the following terms shall have the meanings indicated:

**1. Artificially Provided Nutrition and Hydration.** A medical treatment consisting of the administration of food and water through a tube or intravenous line, where I am not required to chew or swallow voluntarily. Artificially provided nutrition and hydration does not include assisted feeding, such as spoon or bottle feeding.

**2. Life-Sustaining Treatment.** Any medical treatment, procedure, or intervention that, in the judgment of the attending physician, when applied to me, would serve only to prolong the dying process where I have a terminal illness or injury, or would serve only to maintain me in a condition of permanent unconsciousness. These procedures shall include, but are not limited to, assisted ventilation, cardiopulmonary resuscitation, renal dialysis, surgical procedures, blood transfusions, and the administration of drugs and antibiotics. Life-sustaining treatment shall not include the administration of medication or the performance of any medical treatment where, in the opinion of the attending physician, the medication or treatment is necessary to provide comfort or to alleviate pain.

**3. Permanent Unconsciousness.** A condition that, to a reasonable degree of medical certainty:

- (a) Will last permanently, without improvement; and
- (b) In which thought, sensation, purposeful action, social interaction, and awareness of self and environment are absent; and
- (c) Which condition has existed for a period of time sufficient, in accordance with applicable professional standards, to make such a diagnosis; and
- (d) Which condition is confirmed by a physician who is experienced in making such a diagnosis.

**4. Terminally Ill or Injured Patient.** A patient whose death is imminent or whose condition, to a reasonable degree of medical certainty, is hopeless unless he or she is artificially supported through the use of life-sustaining procedures.

**C. AUTHORIZED AGENT is Custodian of "Living Will/Declaration/Directive" with Delivery Instructions.** In addition, my HEALTH CARE PROXY is authorized to receive and retain custody of any instrument signed by me that is effective under law to carry out the directions hereof which includes the requiring of the withdrawal or withholding of life sustaining treatment or procedures or of artificially provided nutrition and hydration, including but not limited to a "Living Will," "Living Will Declaration of FRED SEwards," "Directive to Physician" and a "Declaration of a Desire for Natural Death," and if the circumstances described above authorizing my HEALTH CARE PROXY to require that life sustaining treatment be withheld or withdrawn have occurred, then as an alternative or supplemental act, I empower my HEALTH CARE PROXY to deliver to my physicians, health care providers and other appropriate recipients, the instrument and any other writings signed by me that express my desire under the circumstances to require the withholding or withdrawal of futile medical treatment (including but not limited to a "Living Will," "Directive to Physician" and a "Declaration of a Desire for Natural Death") and to instruct such physicians, health care providers and other appropriate recipients to act immediately in accordance with my desires.

**D. For Female Patients Only.** This statement is required by the provisions of Section 22-8A-4 *Code of Alabama* 1975. If I have been diagnosed as pregnant and that diagnosis is known to my attending physician, directions in this advance directive for health care concerning the providing, withholding, and withdrawal of life-sustaining treatment and artificially provided nutrition and hydration shall have no force or effect during the course of my pregnancy.

**PART 7 - RATIFICATION; BOND; COMPENSATION; ACCOUNTING**

**A. Ratification.** I ratify and confirm all that is done or caused to be done in my behalf under the authority of this document by (i) my then AUTHORIZED AGENT, (ii) my SUBAGENT, (iii) my HEALTH CARE PROXY and (iv) any other persons who rely on this document. All documents of any kind (without limitation) signed or delivered in my behalf by my AUTHORIZED AGENT or SUBAGENT shall bind me and my estate, heirs, successors, and assigns.

**B. Compensation; No Bond Required;** My agent shall serve without bond and without compensation. My agent shall be entitled to reimbursement for all reasonable costs and expenses actually incurred and paid by my agent on my behalf under any provision of this Power of Attorney.

**C. Accounting.** No inventory or account or report shall be filed with any court or the clerk thereof, but an accounting shall be filed with me or my guardian each year and with my personal representative in the year of my death. In addition, a copy of this accounting shall be filed annually with my spouse or her guardian and each of my adult children.

**PART 8 - INDUCEMENT**

**A.** I release from all liability to me and my estate, heirs, successors, and assigns each person who permits my AUTHORIZED AGENT and my HEALTH CARE PROXY (then and in the future) to exercise any particular power that the law would permit an agent to exercise if such agent were very specifically and properly authorized to exercise that particular power (or, in the case of any SUBAGENT, permits such agent to exercise any particular power set forth in the subsequent power of attorney document which appoints such agent to act in my behalf). Such person may conclusively rely on (i) this document and (ii) representations made in an affidavit by my then AUTHORIZED AGENT to the effect that, at the time such representations are made, to the best knowledge and belief of such agent:

**1.** Neither (i) this document nor (ii) any subsequent power of attorney document or documents signed by any AUTHORIZED AGENT of mine (as provided in Part 3E above) on which any SUBAGENT of mine relies (if specifically or generally referred to in such representations) has been revoked,

2. My AUTHORIZED AGENTS powers under this document (and any SUBAGENTS powers under any aforesaid subsequent power of attorney document) are then in effect and each such agent, identifying each, continues to serve as my attorney in fact,

3. My AUTHORIZED AGENTS powers under this document (other than as restricted in Part 4 above) are as all inclusive as the law permits,

4. I was competent to sign this document at the time it was signed,

5. This power is a valid durable general power of attorney under the laws of the state in which it was signed, and

6. I am then living.

After my then acting AUTHORIZED AGENT has made the foregoing representations, each such person may continue to rely on this (and any aforesaid subsequent) power of attorney until such person's receipt of written notice of termination (as described in Part 10A below) of this (or such subsequent) power.

B. With respect to each person who relies upon the foregoing six representations in acting in accordance with this (and any aforesaid subsequent) power of attorney prior to such person's receipt of written notice of the termination of this (or such subsequent) power, in behalf of myself and my estate, heirs, successors, and assigns, I agree to exculpate and indemnify such person from and against any loss suffered or liability incurred (including reasonable attorney fees) as a direct and proximate result of his, her or its reliance.

C. Furthermore, I request that:

1. My AUTHORIZED AGENT, in the exercise of such agent's discretion, in my behalf and as an expense chargeable to my assets, sue and

2. The court grant judgment for the maximum penalties, damages, and punitive awards, together with all actual costs, against any person who, notwithstanding the above release and indemnity, wrongfully refuses to (i) honor this power of attorney, regardless of the lapse of time since it was signed by me, or (ii) implement the decisions and actions in my behalf made by any aforesaid agent of mine.

D. A person who deals with my AUTHORIZED AGENT or SUBAGENT shall not be responsible to see the proper application of any funds or property transferred to that agent.

#### **PART 9 - EXCULPATION AND INDEMNIFICATION OF SUBAGENTS**

Although I expect my AUTHORIZED AGENT, HEALTH CARE PROXY and each SUBAGENT of mine to be guided by any directions I may communicate, with respect to each such agent who in good faith (and without gross negligence) in any fashion acts (or refrains from acting) under this power of attorney, I agree, in behalf of myself and my estate, heirs, successors, and assigns, to exculpate and indemnify such agent from and against any loss suffered or liability incurred (including reasonable attorney fees) for so acting (or refraining from acting). Each such agent (i) may rely on reasonably selected and supervised agents and counsel and (ii), unless specifically appointed as an investment manager, shall not have personal responsibility to make my assets income producing, to increase the value of my estate, or to diversify my investments (other than would be required of an ordinary prudent person under like circumstances in dealing with his or her own property).

#### **PART 10 - REVOCATION AND RESIGNATION**

A. Subject to the direct notification rights of those who rely on the representations described in Part 8 above, I may at any time revoke the powers of my then AUTHORIZED AGENT by a communication of any kind, direct or indirect, to such agent. My (and thus my then AUTHORIZED AGENTS) right to revoke any power of attorney signed in my behalf (as provided in Part 3E above) and thus terminate the powers of any SUBAGENT acting for me under such document shall be as set forth in that document (if none, then as provided in this paragraph A). If any power of attorney for me is recorded in any public records office (i) the agent involved in such recording shall list the name of each such office (with date, book name and number, and page) on an attachment to this document (providing me with a copy) and (ii) such power of attorney shall not be deemed revoked until an instrument revoking such power of attorney also is recorded in each such office in which such power of attorney has been recorded. The recording of a revocation shall not be deemed to be written notice to persons entitled to direct notification as provided in Part 8 above (unless agreed to in writing by the person entitled to such written notice).

B. Any AUTHORIZED AGENT may resign by sending a written resignation to me, to a trustee of my revocable trust, if I have any, and to my guardian or conservator. Any SUBAGENT may resign by sending a written resignation to me, to a trustee of my revocable trust, if I have any, my guardian or conservator and to the AUTHORIZED AGENT. The resignation shall be effective on receipt.

#### **PART 11 - DURABILITY**

This power of attorney shall not be terminated or otherwise affected by (i) lapse of time, (ii) any disability, incompetence, or incapacity that I may suffer at any future time, even if so adjudicated by a court, or (iii) the appointment of a guardian, conservator, or the like. It is my intent that the powers granted in this document shall remain exercisable notwithstanding any such occurrence. If and to the extent applicable law at the time of my death permits an agent's powers to act in behalf of a deceased principal to continue in effect, the powers I grant by this document shall continue in effect after my death. This shall be considered as a durable power of attorney within the meaning of Section 26-1-2 Code of Alabama (1975).

#### **PART 12 - NOMINATION OF AUTHORIZED AGENT AS GUARDIAN/CONSERVATOR**

*Dwt*



If protective proceedings for my person or estate are at any time begun, I nominate as my guardian and conservator whoever is then and thereafter acting as my AUTHORIZED AGENT under this document.

#### PART 13 - APPOINTMENT TO BE MADE A PART OF MY RECORDS WITH OTHER PERSONS

If a photo or faxed copy of (a) this document, (b) any power of attorney signed on my behalf (in the manner provided in Part 3E above), or (c) a representation (described in Part 8A above) is presented to any person with whom I have financial, business, or other dealings of any kind, such document(s) shall be made a part of my records with such person.

#### PART 14 - GOVERNING LAW AND INTERPRETATION

This power of attorney shall be governed in all respects by the laws of the state in which I sign it - including its validity, interpretation, and termination. However, I intend that this power of attorney and the appointment of my AUTHORIZED AGENT and each SUBAGENT, if any, be honored and given effect to the fullest extent possible wherever I or any such agent may be or have dealings of any kinds. The term "person" shall have the broadest possible meaning, but in the context of who may be appointed to be an AUTHORIZED AGENT or a SUBAGENT, shall mean only an individual who is *sui juris* or a bank or trust company which has trust powers, regardless of where located. If any provision of this document is held invalid, that invalidity shall not affect the other provisions, which shall remain in full force and effect. Photo and faxed copies of this document (whether signed as a single original or in multiple counterparts) shall be relied upon as though they were signed originals.

I am of sound mind and at least nineteen years old. I understand the virtually unlimited extent of the powers which I have granted to my AUTHORIZED AGENT [and the successor(s) I have appointed, if any]. I am fully confident of the integrity of such person(s). If need arises for action under this document [as determined in the sole discretion of my AUTHORIZED AGENT (or any such successor)], I entrust to the judgment of such agent the management of my financial affairs, including the possible gift or other disposition (in the broadest sense) of my assets.

I sign this document of my own free will.

IN WITNESS WHEREOF, I have on this the 23 day of December, 2016 at Mobile, Alabama, executed this instrument.

  
DIANNE W. TAYLOR

#### SPECIAL CERTIFICATION

I certify that I have read all of the provisions of this document including those contained in Parts 5 and 6 hereof regarding "HEALTH CARE" and "REFUSAL OF MEDICAL TREATMENT", respectively. Prior to my signing this document and this SPECIAL CERTIFICATION I have had all of my questions regarding this document explained to me to my satisfaction. I now understand the provisions hereof, and confirm that they state my wishes and desires regarding the broad range of generally and specifically described circumstances contained herein.

I further certify that I have been advised of the breadth of the delegation of authority to my AUTHORIZED AGENT I have made in Part 6 hereof as well as elsewhere in this document and that I understand and desire it to be as so stated. I also understand that there is always the possibility of abuse of such a broad delegation of power, and I accept that risk.


  
DIANNE W. TAYLOR

#### ATTESTATION



At Semmes, Alabama, on the date last above written, and in our sight and presence, DIANNE W. TAYLOR (the PRINCIPAL) (i) signed this document and at the same time (ii) declared that:



"This document is my durable ultra power of attorney, I understand the virtually unlimited extent of the powers I give to my AUTHORIZED AGENT to act in my behalf (except as to the restrictions listed in Part 4). I am fully confident concerning the integrity of each person I have appointed to act for me whenever such person believes there is need for such action."

As attesting witnesses, we do now, at the PRINCIPAL'S request and in the PRINCIPAL'S sight and presence and in the sight and presence of each other, sign our names below. Each of us declares that he or she (1) has attained at least nineteen years of age, (2) is not the PRINCIPAL'S AUTHORIZED AGENT or a successor AUTHORIZED AGENT hereunder, (3) is acquainted with the PRINCIPAL who, according to each of the undersigned's best knowledge and belief, at this time appeared to be (a) of sound mind, memory, and understanding and (b) not acting under menace, constraint, duress, fraud, misrepresentation, or the undue influence of any person, (4) neither related to the PRINCIPAL by blood or marriage, nor entitled to any portion of the estate of the PRINCIPAL according to the laws of intestate succession or under any will of PRINCIPAL or codicil thereto, nor directly financially responsible for PRINCIPAL'S medical care; and (5) personally witnessed the PRINCIPAL this day voluntarily signing the above and foregoing Power of



Attorney and the SPECIAL CERTIFICATION after the PRINCIPAL became fully informed of the contents thereof. Each of the undersigned does hereby further declare under penalty of perjury under the laws of the State of Alabama that the foregoing is true and correct.

  
 Signature of First Witness  
  
 Typed or Printed Name of First Witness


  
 Signature of Second Witness  
  
 Typed or Printed Name of Second Witness

### ACKNOWLEDGMENT BY NOTARY PUBLIC

STATE OF ALABAMA  
 COUNTY OF MOBILE

I, the undersigned Notary Public, in and for said State and County, do hereby make the same declarations as contained in the ATTESTATION and further certify that DIANNE W. TAYLOR, whose name is signed to the above and foregoing instrument, and who is known to me, acknowledged before me on this day, that, being informed of the contents of said instrument, she, executed the same voluntarily on the day the same bears date.

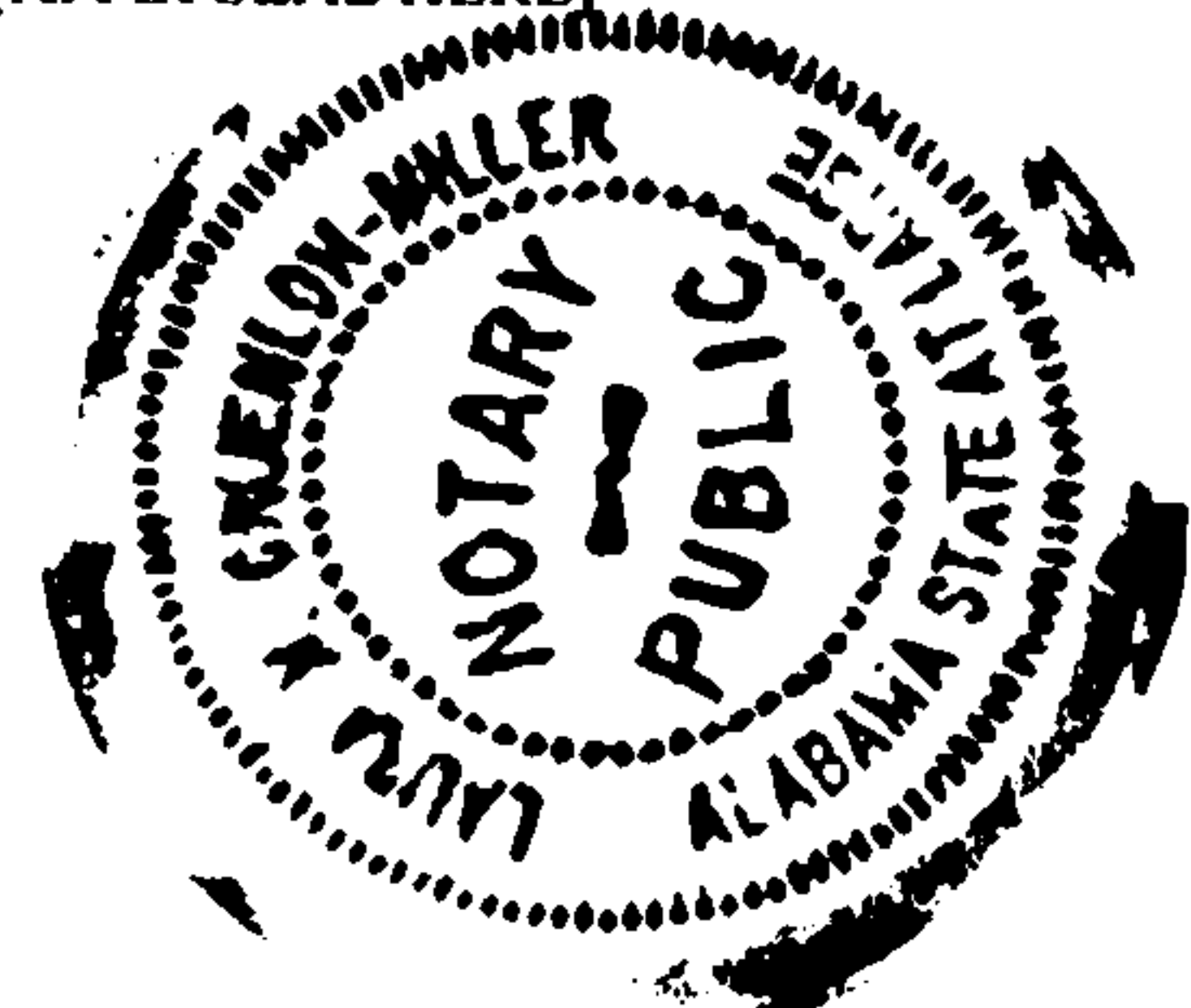
Given under my hand and official seal of office on this the 28<sup>th</sup> day of December, 2016.

  
 NOTARY PUBLIC  
 Laura N. Guenhoh Miller

THIS INSTRUMENT WAS PREPARED BY:  
 Nancy Busey, Attorney-at-Law  
 4324 Boulevard Park South  
 Mobile, Alabama 36609  
 Telephone: 251/607-6706

NOTARY PUBLIC STATE OF ALABAMA AT LARGE  
 MY COMMISSION EXPIRES: APR. 9, 2017  
 BONDED THRU WESTERN SURETY COMPANY

[AFFIX SEAL HERE]



Filed and Recorded  
 Official Public Records  
 Judge of Probate, Shelby County Alabama, County  
 Clerk  
 Shelby County, AL  
 10/01/2025 08:23:17 AM  
 \$49.00 KELSEY  
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