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DURABLE POWER OF ATTORNEY FOR HEALTH CARE

WARNING TO PERSON EXECUTING THIS DOCUMENT

This is an important legal document. Before executing this document, you should know these important facts:

This document gives the person that you designate as the attorney in fact (your agent) the power to make health care decisions for you. This power exists only as to those health care decisions to which you are unable to give your informed consent. The attorney in fact must act consistently with your desires as stated in this document.

Except as you otherwise specified in this document, this document gives your agent the power to consent to your doctor not giving treatment or stopping treatment necessary to keep you alive.

Notwithstanding this document, you have the right to make medical and other health care decisions for yourself so long as you can give informed consent with respect to the particular decision. In addition, no treatment may be given to you over your objection, and health care necessary to keep you alive may not be stopped or withheld if you object at the time.

This document gives your agent authority to consent, to refuse to consent, or to withdraw consent to any care, treatment, service or procedure to maintain, diagnose or treat a physical or mental condition. This power is subject to any limitations that you include in this document. You may state in this document any types of treatment that you do not desire.

In addition, a court can take away the power of your agent to make health care decisions for you if your agent (a) authorizes anything that is illegal; (b) acts contrary to your desires, or (c) where your desires are not known, does anything that is clearly contrary to your best interests.

You have the right to revoke the authority of your agent by notifying your agent or your treating physician, hospital or other health care provider orally, or in writing, of the revocation.

Your agent has the right to examine your medical records and to consent to their disclosure unless you limit this right in this document.

Unless you otherwise specify in this document, this document gives your agent the power after you die to (a) authorize an autopsy, (b) donate your body, or parts thereof, for transplant or therapeutic or educational or scientific purposes, and (c) direct the disposition of your remains.

If there is anything in this document that you do not understand, you should ask a lawyer to explain it to you.

This power of attorney will not be valid for making health care decisions unless it is either (a) signed by two (2) qualified adult witnesses who are personally known to you and who are present when you sign or acknowledge your signature or (b) acknowledged before a notary public in the state.

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NOTARY PUBLIC

**DURABLE POWER OF ATTORNEY FOR HEALTH CARE**

I, **Darren Lane Musselwhite**, hereby appoint **Laurie Diane Musselwhite** to serve as my agent (such person is referred to herein as "Agent") regarding the matters set forth herein and to exercise the powers set forth below. My named Agent shall have full authority to act for me under this instrument without the consent or concurrence of any other person. In the event that my above named agent is unable or unwilling to serve in this capacity for any reason, I hereby appoint **James Allen Musselwhite** to serve in her stead.

By this document, I intend to create a Durable Power of Attorney for Health Care under the provisions of Mississippi Code Annotated 41-41-101, et seq. If no Agent designated in this document is available or able to serve, I request that my desires as expressed in this document be given full force and effect as a written expression of intent under applicable law. The powers granted to my Agent herein shall be immediately effective and shall not be affected by my subsequent incapacity.

I desire that my wishes as expressed herein be carried out through the authority given to my Agent by this document despite any contrary feelings, beliefs or opinions of members of my family, relatives, friends, conservator or guardian.

Article I

My Agent's General Powers Regarding My Health Care

My Agent is authorized, in my Agent's sole and absolute discretion, to make health care decisions for me. Without limiting the generality of the foregoing, my Agent is authorized to exercise the powers granted herein relating to matters involving my health and medical care. In exercising such powers, my Agent should first try to discuss with me the specifics of any proposed decisions regarding my medical care and treatment if I am able to communicate in any manner, however rudimentary. My Agent is further instructed that if I am unable to give an informed consent to a proposed medical treatment, my Agent shall give, withhold or withdraw such consent for me based upon any treatment choices that I have expressed while competent, whether under this document or otherwise. If my Agent cannot determine the treatment choice I would want made under the circumstances, then my Agent should make such choice for me based upon what my Agent believes to be in my best interest. Accordingly, my Agent is authorized as follows:

(a) Gain Access to Medical Records and Other Personal Information. To request, receive and review any information, verbal or written, regarding my personal affairs or my physical or mental health, including medical and hospital records, and to execute any releases or other documents that may be required in order to obtain such information, and to disclose such information to such persons, organizations, firms, or corporations as my Agent shall deem appropriate.

(b) Employ and Discharge Health Care Personnel. To employ and discharge medical personnel including physicians, psychiatrists, dentists, nurses and therapists as my Agent shall deem necessary for my physical, mental and emotional well-being and to pay them (or cause to be paid to them) reasonable compensation.

(c) Give, Withhold or Withdraw Consent to Medical Treatment. To give or withhold consent to any medical procedure, test or treatment, 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 Agent shall deem appropriate; and under circumstances in which my Agent determines that certain medical procedures, tests or treatment 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 Agent may have previously allowed or consented to or which may have been implied due to emergency conditions. My Agent's decision should be guided by taking into account: (1) the provisions of this document, (2) any reliable evidence of preferences that I may have expressed on the subject, whether before or after the execution of this document, (3) what my Agent believes I would want done in the circumstances if I were able to express myself, and (4) any information given to my Agent by the

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physicians treating me as to my medical diagnosis and prognosis and the intrusiveness, pain, risk, and side effects associated with the treatment.

(d) Exercise and Protect my Rights. To exercise my right of privacy and my right to make decisions regarding my medical treatment even though the exercise of my rights might hasten my death or be against conventional medical advice.

(e) Authorize 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 Agent believes 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.

(f) Grant Releases. To grant, in conjunction with any instructions given under this Article, releases to hospital staff, physicians, nurses and other medical and hospital administrative personnel who act in reliance on instructions given by my Agent or who render written opinions to my Agent in connection with any matter described in this Article from all liability for damages suffered or to be suffered by me; to sign documents titled or purporting to be a "Refusal to Treatment" and "Leaving Hospital Against Medical Advice" as well as any necessary waivers of or releases from liability required by a hospital or physician to implement my wishes regarding medical treatment or non-treatment.

## Article II

### Agent's Powers Regarding Life-Sustaining Medical Treatment

I wish to live and enjoy life as long as possible. However, I do not wish to receive medical treatment which will only postpone the moment of my death from an incurable and terminal condition or prolong an irreversible coma. For purposes of this document: (i) "terminal condition" shall refer to a condition that is reasonably expected to result in my death within twelve (12) months regardless of the treatment that I may receive and (ii) "irreversible coma" shall refer to a permanent loss of consciousness from which there is no reasonable possibility that I will return to a cognitive and sapient life, and shall include but not be limited to a persistent vegetative state.

Therefore, if two (2) licensed and qualified physicians who are familiar with my condition have diagnosed and noted in my medical records that (i) I am unable to give informed consent to medical treatment that is proposed or available for my condition and my condition is terminal as defined above, or (ii) I have been in a coma for at least sixty (60) days and that the coma is irreversible as defined above, then my Agent is authorized to:

1. direct that treatment or procedures which will only postpone the moment of my death or prolong an irreversible coma be withheld or, if previously instituted, direct that they be withdrawn;
2. to the extent permissible under law, direct that procedures, other than manual feeding, used to provide me with nourishment and hydration (including, for example, all forms of intravenous and parenteral feeding, all forms of tube feeding and misting) be withheld or, if previously instituted, to direct that they be withdrawn;
3. sign on my behalf any documents necessary to carry out the powers granted in this Article (including waivers or releases of liability required by any health care provider);
4. direct and consent to the writing of a "No Code" or "Do Not Resuscitate" order by any health care provider; and
5. order whatever is appropriate to keep me as comfortable and as free of pain as is reasonably possible, including the administration of pain relieving drugs, surgical or medical procedures calculated to relieve my pain, and unconventional pain relief therapies which my Agent believes 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.

In exercising the powers given my Agent under this Article, my Agent shall follow the instructions of this document and any other subsequent instructions, oral or written, that I may give my Agent while I am competent. Notwithstanding such instructions, if my Agent cannot determine the treatment choice I would want made under the circumstances, then my Agent should make such choice for me based upon what my Agent believes to be in my best interest.

### Article III

#### My Agent's Powers Regarding My Care and Control of My Body

My Agent is authorized as follows with respect to my care and the control of my body.

(a) Provide for my Residence. To make all necessary arrangements for me at any hospital, hospice, nursing home, convalescent home or similar establishments and to assure that all of my essential needs are provided for at such a facility.

(b) Provide for Companionship. To provide for such companionship for me as will meet my needs and preferences at a time when I am disabled or otherwise unable to arrange for such companionship myself.

(c) Make Advance Funeral Arrangements. To make advance arrangements for my funeral and burial, including the purchase of a burial plot and marker and such other related arrangements as my Agent shall deem appropriate, if I have not already done so myself.

(d) Make Anatomical Gifts. To make anatomical gifts which will take effect at my death to such persons and organizations as my Agent shall deem appropriate and to execute such papers and to do such acts as shall be necessary, appropriate, incidental or convenient in connection with such gifts.

### Article IV

#### Third-Party Reliance

For the purpose of inducing any individual, organization, or entity (including, but not limited to, any physician, hospital, nursing home, insurer, or other person, all of whom will be referred to in this Article as a "person") to act in accordance with the instructions of my Agent as authorized in this document, I hereby represent, warrant and agree that:

(a) Reliance on Agent's Authority and Representation. No person who relies in good faith upon the authority of my Agent under this document shall incur any liability to me, my estate, my heirs, successors or assigns. In addition, no person who relied in good faith upon any representation my Agent may make as to (i) the fact that my Agent's powers are then in effect; (ii) the scope of my Agent's authority granted under this document, (iii) my competency at the time this document is executed; (iv) the fact that this document has not been revoked; or (v) the fact that my Agent continues to serve as my Agent shall incur any liability to me, my estate, my heirs, successors or assigns for permitting my Agent to exercise any such authority.

(b) No Liability for Unknown Revocation of Amendment. If this document is revoked or amended for any reason, I, my estate, my heirs, successors and assigns will hold any person harmless from any loss suffered, or any liability incurred as a result of such person acting in good faith upon the instructions of my Agent prior to the receipt by such person of actual notice of such revocation or amendment.

(c) Agent's Acts Binding. My Agent's signature or act under the authority granted in this document may be accepted by persons as fully authorized by me and with the same force and effect as if I were personally present, competent, and acting on my own behalf. Consequently, all acts lawfully done by my Agent hereunder are done with my consent and shall have the same validity and

effect as if I were personally present and personally exercised the powers myself and shall inure to the benefit and bind me, my estate, my heirs, successors, assigns and personal representatives.

(d) Release of Information. I hereby authorize all physicians and psychiatrists who have treated me, and all other providers of health care, including hospitals, to release to my Agent all information or photocopies of any records which my Agent may request. If I am incompetent at the time my Agent shall request such information, all persons are authorized to treat any such request for information by my Agent as the request of my legal representatives and to honor such request on that basis. I hereby waive all privileges which may be applicable to such information and records and to any communication pertaining to me and made in the course of any confidential relationship recognized by law. My Agent may also disclose such information to such persons as my Agent shall deem appropriate.

(e) Resort to Courts. I hereby authorize my Agent to seek on my behalf and at my expense:

(i) a declaratory judgment from any court of competent jurisdiction interpreting the validity of this document or any of the acts authorized by this document, but such declaratory judgment shall not be necessary in order for my Agent to perform any act authorized by this document; or

(ii) a mandatory injunction requiring compliance with my Agent's instructions by any person obligated to comply with instructions given by my Agent; or

(iii) actual and punitive damages against any person obligated to comply with instructions given by my Agent who negligently or willfully fails or refuses to follow such instructions.

#### Article V

#### Miscellaneous Provisions

The following additional provisions shall apply to this document:

(a) Reimbursement of Cost. My Agent shall be entitled to reimbursement for all reasonable costs and expenses actually incurred and paid by my Agent and on my behalf under any provision of this document, but my Agent shall not be entitled to compensation for services rendered hereunder.

(b) Execute Documents and Incur Costs in Implementing the Above Powers. My Agent shall be entitled to sign, execute, deliver and acknowledge any contract or other document that may be necessary, desirable, convenient or proper in order to exercise any of the powers described in this document and to incur reasonable costs in the exercise of any such powers.

(c) Governing Law. This document shall be governed by the laws of the State of Mississippi in all respects, including its validity, construction, interpretation and termination. I intend for this Durable Power of Attorney for Health Care to be honored in any jurisdiction where it may be presented and for any such jurisdiction to refer to Mississippi law to interpret and determine the validity of this document and any of the powers granted under this document.

(d) Revocation and Amendment. I revoke all prior Durable Powers of Attorney for Health Care that I may have executed and I retain the right to revoke or amend this document and to substitute other Agents in place of the Agent named herein. Amendments to this document shall be made in writing by me, personally (not by the Agent) and they shall be attached to the original of this document.

(e) Resignation of Agent. My Agent and any alternate Agent named herein may resign by the execution of a written resignation delivered to me or, if I am mentally incapacitated, by delivery to any person with whom I am residing or who has the care and custody of me, or, in the case of the resignation of an alternate Agent, by delivery to my Agent. The incapacity of my Agent or any alternate Agent shall be deemed a resignation by such individual as Agent or alternate Agent, as the

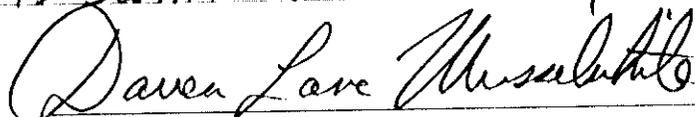
case may be. For purposes of this paragraph, a person's incapacity shall be deemed to exist when the person's incapacity has been declared by a court of competent jurisdiction, or when a conservator for such person has been appointed, or upon presentation of a certificate executed by two (2) physicians licensed to practice in the state of such person's residence which states the physicians' opinions that the person is incapable of caring for himself or herself and is physically or mentally incapable of managing his or her personal or financial affairs. The effective date of such incapacity shall be the date of the decree adjudicating the incapacity, the date of the decree appointing the conservator, or the date of the physicians' certificate, as the case may be.

(f) Photocopies. My Agent is authorized to make photocopies of this document as frequently and in such quantity as my Agent shall deem appropriate. All photocopies shall have the same force and effect as any original. I specifically direct my Agent to have a photocopy of this document placed in my medical records if such a copy does not already constitute a part of my medical records.

(g) Severability. If any provision of this document shall be invalid or unenforceable under applicable law, such part shall be ineffective to the extent of such invalidity only, without in any way affecting the remaining parts of such provision or the remaining provisions of this document.

(h) Exculpation. My Agent and my Agent's estate, heirs, successors and assigns are hereby released and forever discharged by me, my estate, my heirs, successors and assigns, from all liability and from all claims or demands of all kinds arising out of the acts or omissions of my Agent, except for willful misconduct or gross negligence.

IN WITNESS WHEREOF, I have executed this Durable Power of Attorney for Health Care on the 6th day of July, 2001 at 7193 Swinnea Rd. Southaven, MS.

  
DARREN LANE MUSSELWHITE

This Document was Prepared By:

Vanessa A. Winkler  
Attorney at Law  
P. O. Box 1406  
Southaven, MS 38671  
(662) 342-6022

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CERTIFICATE OF ACKNOWLEDGMENT OF NOTARY PUBLIC

On this 6<sup>th</sup> day of July, 2001, before me, a Notary Public, personally appeared Darren Lane Musselwhite, personally known to me (or proved to me on the basis of satisfactory evidence, to be the person whose name is subscribed to this instrument, and acknowledged that he or she executed it. I declare under penalty of perjury that the person whose name is subscribed to this instrument appears to be of sound mind and under no duress, fraud, or undue influence.

Shirley C. Hurdle  
Notary Public

My Commission Expires:

12/27/2002

