

**DURABLE POWER OF ATTORNEY**



20220701000262230 1/6 \$37.00  
Shelby Cnty Judge of Probate, AL  
07/01/2022 09:53:30 AM FILED/CERT

STATE OF ALABAMA     )  
COUNTY OF SHELBY    )

KNOW ALL MEN BY THESE PRESENTS, that I, **BYNUS GAYLE COWDEN**, as principal ("Principal"), a resident of Shelby County, Alabama, hereby revoking any general powers of attorney heretofore created by me, have made, constituted and appointed and by these presents do make, constitute and appoint **RICHARD NOLAND COWDEN**, as my true and lawful Attorney-in-Fact or Agent ("Agent"). If for any reason he should fail or cease to serve, or becomes incapacitated or incompetent to serve as my Agent, or should die, then I appoint, **MARY SODANO and ROBIN COWDEN**, as my Successor Co-Agents. I hereby grant to my Agent the following powers and authority:

**A. GENERAL GRANT OF POWERS**

To exercise all authority in my behalf as described in the Alabama Uniform Power of Attorney Act, Chapter 1A, Title 26, Code of Alabama 1975, hereafter "the Act". To do and perform each and every act, deed, matter and thing whatsoever in and about my estate, property and affairs as fully and effectually to all intents and purposes as I might or could do in my own proper person, if personally present, including, without limiting the generality of the foregoing, the following specifically enumerated powers which are granted in aid and exemplification of the full, complete and general power herein granted and not in limitation or definition thereof:

1. **PURCHASE, SALE, LEASE, MORTGAGE AND MANAGE.** To buy, receive, lease as lessee, accept or otherwise acquire any real, personal or other property; to sell, convey, mortgage, manage, lease as lessor, grant options upon, hypothecate, pledge, transfer, exchange, quitclaim, or otherwise encumber or dispose of any real, personal or other property; or to contract or agree for the acquisition, disposal, or encumbrance of any property whatsoever, whether real, personal or mixed, or any custody, possession, interest, or right therein, for cash or credit and upon such terms, considerations and conditions as Agent shall think proper, and to execute and deliver for me, on my behalf, and in my name, all leases, deeds of conveyance, mortgages, pledges, instruments of transfer and contracts for the same, and no person dealing with Agent shall be bound to see to the application of any monies paid; any agent shall be an authorized purchaser of said real property, and any agent is authorized to execute such deeds or other instruments of transfer which will effectively convey the real property to agent or to any other transferee; to take, hold, possess, invest or otherwise manage any or all of my property or any interest therein; to eject, remove or relieve tenants or other persons from, and recover possession of, such property by all lawful means; and to maintain, protect, preserve, insure, remove, store, transport, repair, build on, raze, rebuild, alter, modify, or improve the same or any part thereof, and/or to lease any property for me or my benefit, as lessee, with or without option to renew; to collect, receive and receipt for rents, issues and profits of my property; to exercise all authority described in Sections 26-1A-204 and 26-1A-205 of the Act.

2. **INVESTMENT.** To invest and reinvest all or any part of my property, through brokers, investment advisors or otherwise, in any property and undivided interests in property, wherever

*B.G.C.*

located, including bonds, debentures, notes (secured or unsecured), stocks of corporations regardless of class, interests in limited partnerships, real estate or any interest in real estate whether or not productive at the time of investment, interests in trusts, investment trusts, whether of the open and/or closed fund types, and participation in common, collective or pooled trust funds or annuity contracts without being limited by any statute or rule of law concerning investments by fiduciaries; to exercise all authority described in Sections 26-1A-206 of the Act.

3. **BANKING AND FINANCIAL.** To make, accept, receive and endorse checks and drafts, deposit and withdraw funds, acquire, renew and redeem certificates of deposit, in banks, savings and loan associations, or other financial institutions, execute or release such deeds, deeds of trust, mortgages or other security agreements, as may be necessary or proper in the exercise of the rights and powers herein granted; to borrow money with or without pledge of property or provisions of security; to exercise all authority described in Section 26-1A-208 of the Act.

4. **BUSINESS INTERESTS.** To conduct or participate in any lawful business of whatsoever nature for me and in my name; execute partnership agreements and amendments thereto; incorporate, reorganize, merge, consolidate, recapitalize, manage, sell, liquidate or dissolve any business; elect or employ officers, directors and agents; carry out the provisions of any agreement for the sale of any business interest or the stock therein; and exercise voting rights with respect to stock either in person or by proxy, and to exercise stock options; to exercise all authority described in Section 26-1A-209 of the Act.

5. **INSURANCE.** To bind, pay the premiums for, acquire, modify or cancel any life, health, vehicular, residence, investment or vacation property, disability, long term care or other insurance policy insuring either me, or property owned by me; to exercise all authority described in Section 26-1A-210 of the Act.

6. **ESTATES, TRUSTS AND OTHER BENEFICIAL INTERESTS.** To demand and receive from any trust, probate estate, conservatorship or custodianship or other fund from which I am or may become entitled to receive a share or payment; to disclaim or reject all or a portion of a payment from the fund; to exercise any presently exercisable power of appointment held by me; to exercise all authority described in Section 26-1A-211 (b) (3) of the Act.

7. **CLAIMS, LITIGATION, COLLECTION AND PAYMENT.** To hire lawyers to prosecute a claim, or defend against an asserted claim; to forgive, request, demand, sue for, file claims for, recover, elect, receive, endorse, deposit, withdraw, transfer, hold all sums of money, debts, dues, commercial paper, checks, drafts, accounts, deposits, legacies, bequests, devises, notes, interest, stock certificates, bonds, dividends, certificates of deposit, annuities, social security, life or disability or health or hospitalization or property or other insurance, and all other financial assets, contractual benefits and proceeds, all documents of title, all property and all property rights, and demands whatsoever, liquidated or unliquidated, now or hereafter owned by me, or due, owing, payable or belonging to me or in which I have or may hereafter acquire an interest; to have, use and take all lawful means and equitable and legal remedies and proceedings in my name; to initiate, participate in or submit to alternative dispute resolution; to pay any and all debts of mine at such time as my Agent may determine; to adjust, sell, compromise and agree to resolve or settle claims asserted in my behalf or against me, and to execute and deliver for me, on my behalf, and in my name, all endorsements, releases, settlement, waivers, satisfactions, receipts or other sufficient discharges for the same; to exercise all authority described in Section 26-1A-212 of the Act.



B. G. C.

8. **PERSONAL AND FAMILY MAINTENANCE, HEALTHCARE AND RESIDENCE.** To make any and all decisions regarding my health, or my medical, dental, mental or domiciliary care; to determine and authorize where I reside; to authorize or direct home care for me, whether at my home, the home of others, or at assisted living or nursing home facilities, and to make provision for, employ, retain or discharge home health care providers, cooks, housekeepers, sitters, companions or other such persons to provide care or services; to authorize or direct my admission to or placement within hospitals, diagnostic, treatment, rehabilitation, assisted living, nursing, extended care or other such facilities; to consent to, refuse to consent to, or to withdraw consent to the provision of any care, test, treatment, surgery, service or procedure to maintain, examine, diagnose or treat a physical or mental condition; to authorize or sign medical, dental or other such authorizations relating to my care; to discuss with medical, dental or other health care personnel or providers my physical, mental, medical or dental condition; to view and examine medical, dental, hospital or other such reports or records, and to consent to the disclosure of such reports or records; to apply for, obtain, bind, pay premiums for, change, supplement, cancel or terminate such health, hospitalization or other insurance coverages; to file claims for medical, dental, hospital or other insurance benefits, to receive the proceeds of any claim filed therefor, to request and receive information or records from any insurance company or any governmental provider of benefits with respect to any policy of health, medical, hospitalization or other benefit; and in short, to make any and all decisions regarding my health, health maintenance, health care or treatment; to exercise all authority described in Section 26-1A-213 of the Act.

I nominate and appoint my son, James Harold Vandergrift and Richard Cowden jointly to make my healthcare decisions pursuant to the foregoing paragraph. If either is not living or unable to serve, I direct that the other shall have the authority to make the decisions authorized under the foregoing paragraph.

9. **BENEFITS FROM GOVERNMENTAL PROGRAMS OR CIVIL OR MILITARY SERVICE.** To apply for any benefit program or assistance available under any federal, state or local statute or program, or available through private providers, including, but not limited to Social Security, Medicare, and Medicaid; to exercise all authority described in Section 26-1A-214 of the Act.

10. **RETIREMENT ACCOUNTS, PLANS OR FUNDS.** To act for me in all matters that affect or pertain to my SEP, IRA, 401K, Pension, Profit Sharing or other retirement plans (Plan). My Agent's powers include, but are not limited to, the power to select distribution options under any Plan in which I participate, make contributions to any such Plan, exercise investment options, receive distributions from a Plan, rollover or transfer plan benefits into another Plan, or from one Custodian to another Custodian, designate Plan beneficiaries, and change existing beneficiary designations; to exercise all authority described in Section 26-1A-215 of the Act.

11. **TAXES.** To prepare, sign and file income tax returns or declarations of estimated tax for any year or years; and to prepare, sign and file any claims for refund of any tax; to exercise all authority described in Section 26-1A-216 of the Act.

12. **GIFTS.** My agent is not prohibited from making gifts of any of my property or exercising any authority described in Section 26-1A-217 of the Act.

*B. A. V.*

13. **SAFE DEPOSIT BOXES.** To have access at any time or times to any safe deposit box rented by me, wheresoever located, and to remove all or any part of the contents thereof, and to surrender or relinquish said safety deposit box, and any institution in which such safety deposit box may be located shall not incur any liability to me or to my estate as a result of permitting Agent to exercise this power.

14. **CONTRACTS.** To execute any and all contracts, instruments, documents or writings of every kind or nature.

15. **MOTOR VEHICLES.** To apply for a Certificate of Title upon, and endorse and transfer title thereto, for any automobile, truck, pickup, van, motorcycle or other motor vehicle, and to represent in such transfer assignment that the title to said motor vehicle is free and clear of all liens and encumbrances except those specifically set forth in such transfer assignment.

**B. CONSTRUCTION AND INTERPRETATION.**

1. **GENERAL.** As used herein, the term "property" includes any property, real or personal, tangible or intangible, wheresoever situated. All conveyances, papers, instruments, documents or writings executed in my name and behalf by Agent shall be in such form and contain such provisions as shall be satisfactory to such Agent.

2. **INTERPRETATION AND GOVERNING LAW.** This instrument is to be construed and interpreted as a general Durable Power of Attorney under the Act. The enumeration of specific powers herein is not intended to, nor does it, limit or restrict the general powers herein granted to my Agent. This instrument is executed and delivered in the State of Alabama, and the laws of the State of Alabama shall govern all questions as to the validity of this Power and the construction of its provisions.

3. **CONSIDERATION.** The execution and delivery by Agent of any conveyance, paper, instruments or document in my name and behalf shall be conclusive evidence of Agent's approval of the consideration therefor, and of the form and contents thereof, and that Agent deems the execution thereof in my behalf necessary or desirable. Any person, firm or corporation dealing with Agent under the authority of this instrument is authorized to deliver to Agent all considerations of every kind or character with respect to any transactions so entered into by Agent and shall be under no duty or obligation to see to or examine into the disposition thereof.

4. **THIRD PARTY RELIANCE.** Third parties may rely upon the representation of Agent as to all matters relating to any power granted to Agent, and no person who may act in reliance upon the representation of Agent or the authority granted to Agent shall incur any liability to me or my estate as a result of permitting Agent to exercise any power.

5. **AGENT'S COMPENSATION.** My Agent shall be entitled to reimbursement for all reasonable costs and expenses incurred and paid by Agent on my behalf pursuant to any provisions of this Durable Power of Attorney, but my Agent shall not be entitled to compensation for services rendered hereunder.

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**C. WITHHOLDING OF SPECIFIC AUTHORITY**

**No Agent may do any of the following specific acts for the principal:**

1. Create, amend, revoke, or terminate an inter vivos trust established by principal.
2. Make a gift that is above the limits as set forth in Internal Revenue Code Section 2513.
3. Create or change rights of survivorship of the principal.
4. Change any financial account transfer on death or pay on death designations.
5. Create or change a beneficiary designation.
6. Delegate the authority granted under this power of attorney to another.
7. Waive the principal's right to be a surviving owner, or the beneficiary of a joint and survivor annuity, including a survivor benefit under a retirement plan, or the right to receive the benefits of principal being named as the transferee on death or payee on death of any financial account.
8. Exercise fiduciary powers possessed by principal or which principal has the authority to delegate.
9. Use my property to benefit the agent or a person to whom the agent owes an obligation of support.
10. Exercise any of the authority or powers referenced in § 26-1A-201 (a) and (b) and in §26-1A-207 of the Act.

**D. LIMITATIONS ON AGENT'S AUTHORITY**

1. Any power or authority granted to my Agent shall be limited so as to prevent this Power of Attorney from causing any 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.S. § 2041 and 26 U.S.C.S. § 2514 of the Internal Revenue Code of 1986, as amended.

2. 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 a trustee.

**E. EFFECTIVE DATE**

This power of attorney is effective immediately upon its execution by principal.

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**F. NOMINATION OF COURT APPOINTED FIDUCIARY**

If, following the execution of this Durable Power of Attorney, a court of competent jurisdiction shall appoint, for whatever reason, a guardian, curator, conservator or other fiduciary charged with the management of all or any portion of my property or my person, then and in such event, I hereby direct that **RICHARD NOLAND COWDEN**, be nominated, designated and appointed by such court as my guardian, curator, conservator or fiduciary in such proceeding.

**G. RELIANCE ON THIS POWER OF ATTORNEY**

Any person or institution, including my agent, may rely upon the validity of this durable power of attorney or a copy of it unless that person or institution knows it has terminated, been revoked or is invalid.

**H. DURABLE POWER**

This Power of Attorney shall not be affected by my subsequent disability, incompetence or incapacity. This Power is intended to be a Durable Power of Attorney and I specifically revoke any Power of Attorney heretofore granted by me.

**IN WITNESS WHEREOF**, I have executed this Durable Power of Attorney hereby expressly revoking any and all Powers of Attorney heretofore executed by me, and I have directed that photostatic copies of this Power be made, which shall have the same force and effect as an original.

Dated at Birmingham, Alabama, on the 16 day of Aug, 2021.

Bynus Gayle Cowden  
**BYNUS GAYLE COWDEN**

**STATE OF ALABAMA )**  
**COUNTY OF SHELBY )**

I, Linda H. Cole, the undersigned, a Notary Public in and for said State and County, hereby certify that, **BYNUS GAYLE COWDEN**, whose name is signed to the foregoing Durable Power of Attorney, and who is known to me, acknowledged before me on this date that she has read and fully understands the content of this Durable Power of Attorney, and that she executes the same voluntarily and in my presence on the day the same bears date.

Given under my hand and seal of office this 16<sup>th</sup> of August, 2021.

(SEAL)

Linda H. Cole  
Notary Public  
My Commission expires: 03-04-24