# DURABLE POWER OF ATTORNEY (BUSINESS AND HEALTHCARE)

- 1. KNOW ALL MEN BY THESE PRESENTS: That I, WALTER I. FRIDLEY, residing in Shelby County, Alabama, hereby revoke any Power of Attorney previously executed by me and make, constitute and appoint ANDREA J. EGEA as my true and lawful Agent, to act in, manage and conduct all of my affairs and, for that purpose, in my name, place and stead, I give my Agent full authority to do and execute (i) all acts that I could do including, without limitation, those acts and powers authorized by Sections 204-217 of the Alabama Uniform Power of Attorney Act and (ii) all or any of the following acts, deeds and things:
- (a) To have and gain entry and access to my safe deposit box or vault at any time; to remove any or all contents thereof, to sign any papers or documents relating thereto; to deposit any papers, documents or securities in such safe deposit box or vault and to do with respect to any of the contents of said safe deposit box or vault as my Agent may see fit;
- (b) To buy, sell, lease, exchange or dispose of any of my real estate and/or personal property to any person or persons, for any price, and upon such terms and conditions, for cash or on credit, as my Agent may deem fit, and to execute any contracts, conveyances, or other instruments whatsoever, with full covenants of warranty;
- (c) To conduct or participate in any lawful business for me and in my name, including, without limitation, corporations, general or limited partnerships, limited liability partnerships or limited liability companies; to form, organize, incorporate, reorganize, merge, consolidate, recapitalize, sell, liquidate or dissolve any business; to elect or employ officers, directors and agents for any business; to carry out the provisions of any agreement for the sale of any business interest or the stock therein; and to exercise voting rights, either in person or by proxy, and to exercise stock options;
- (d) To demand, recover and receive, all and any sums of money, debts or effects, due, payable, coming or belonging to me;
- (e) To borrow sums of money from time to time from any person, firm or corporation, including the borrowing of any sums from any insurance company, and to make and execute promissory notes, mortgages, pledges of insurance policies and any other transfers of security;
- (f) To sign checks and otherwise withdraw funds from any bank accounts or other accounts, to endorse any checks, to deposit any checks or other sums in any bank account; to establish banks accounts in my name and for my benefit;
- (g) With respect to my brokerage accounts, to effect purchases and sales (including short sales), to subscribe for and to trade in stocks, bonds, options, rights, and warrants or other securities, domestic or foreign, whether dollar or non-dollar denominated, or limited partnership interests or investments and trust units, whether or not in negotiable form, issued or unissued, foreign exchange, commodities, and contracts relating to same (including commodity futures) on margin or otherwise for my account and risk; to deliver to my broker securities for my account and to instruct my broker to deliver securities from my accounts to my Agent or to others, and in such name and form, including my Agent's own, as my Agent may direct; to instruct my broker to make payment of moneys from my accounts with my broker, and to receive and direct payment therefrom payable to him or others; to sell, assign, endorse and transfer any stocks, bonds, options, rights and warrants or other securities of any nature, at any time standing in my name and to execute any documents necessary to effectuate the foregoing; to receive statements of

transactions made for my account(s); to approve and confirm the same, to receive any and all notices, calls for margin, or other demands with reference to my accounts(s); and to make any and all agreements with my broker with reference thereto for me and on my behalf.

The power granted herein shall apply to all brokerage accounts that I may have from time to time and any brokerage accounts established by my Agent. I further authorize my Agent to execute on my behalf any powers of attorney in whatever form which may be required by any broker with whom I have deposited any securities;

- (h) To purchase real estate or any goods, merchandise, stocks, bonds or other personal property, on my account and for such prices and in such amounts as my Agent may deem proper;
- (i) To settle and adjust all accounts and demands now subsisting or which may hereafter subsist between me and any person or persons as my Agent may deem proper;
- (j) To pay and discharge all debts and demands due or payable or which may hereafter become due and payable by me unto any persons, firms or corporations;
- (k) To redeem or cause to be redeemed any bonds, including United States Government Bonds, belonging to me;
- (I) To vote at the meetings of stockholders or other meetings of any corporation, to act as my Agent or proxy in respect of any stocks, shares or other instruments now or hereafter held by me therein, and for that purpose to execute any proxies or other instruments;
- (m) To commence and prosecute any suit or action which my Agent shall deem proper for the recovery, possession or enjoyment of any thing or matter which is or which may hereafter be due, payable or belonging to me; to defend any suit or action which may be brought against me or in which I may be interested as my Agent shall deem proper;
- (n) To sign, make, execute and file any Federal or State income tax returns, claims for refund and to defend me against any proposed additional taxes;
- (o) To deal with any retirement plans in which I am a participant, as well as any IRAs that I may own; to elect retirement; to direct the investments of any such retirement plan or IRA account; to change or select any payment options under such plans; to direct the payment of any required minimum distribution; to make "roll-overs" to other retirement plans or into an IRA; to borrow funds under the terms an conditions of any retirement plan; to change beneficiary designations, provided, however, that the exercise of any such change of beneficiary designation shall, to the extent possible, follow my current estate plan;
- (p) To exercise any general or special power of appointment provided, however the exercise of any such power of appointment shall, to the extent possible, follow my current estate plan;
- (q) To create a trust for my benefit, naming such trustee or trustees as my Agent may select; provided that any such trust shall be revocable by my Agent at any time upon notice to the trustees, shall have no beneficiaries other than me during my lifetime, shall last for my lifetime only, and shall provide that at my death the trust assets shall either be distributed to my estate or in the same manner as under my will; to transfer any of my property, real or personal, to any such Trust;

- (r) To make application for any Federal or State Government benefits, including, without limitation, Social Security, Medicare and Medicaid benefits and to be named my Representative Payee;
- (s) To establish a new residence or domicile for me within any state of the United States;
- (t) To make gifts, grants, or other transfers without consideration either outright or in trust (including the forgiveness of indebtedness) to such persons as my Agent shall select, including any such person serving as my Agent hereunder, and to make payments for the college and post-graduate tuition and medical care of my descendants, all as my Agent, in my Agent's sole discretion, determines to be desirable to implement plans intended to reduce present or future taxes, to be in my best interests, or in the best interests of my estate, or is in keeping with my prior pattern of giving; provided, however, any such gifts to any person serving as my Agent hereunder shall not exceed, in any calendar year the limits of the annual exclusion as provided by §2503(b) and taking into account the availability of §2513 of the Internal Revenue Code of 1986, as amended from time to time;
- (u) To enter any mailbox to which I shall have access, whether at a United States Post Office or elsewhere, and to surrender the box and terminate the lease at my Agent's discretion; to sign for any certified or registered mail directed to me, and to execute any order required to forward mail to any location selected by my Agent;
- (v) To (i) access, use and control my "digital devices", including, but not limited to, desktops, laptops, tablets, peripherals, storage devices, mobile telephones, smartphones, and any similar digital device which currently exists or which may exist as technology develops or such comparable items as technology develops, for the purpose of accessing, modifying, deleting, controlling or transferring my digital assets, (ii) access, modify, delete, control or transfer my "digital assets", including, but not limited to, emails, email accounts, digital music, digital photographs, digital videos, software licenses, social network accounts, file sharing accounts, financial accounts, travel reward accounts, domain registrations, DNS service accounts, web hosting accounts, tax preparation service accounts, online stores, affiliate programs, other online accounts and similar digital items which currently exist or may exist as technology develops or such comparable items as technology develops, whether such files are stored in the "cloud" or on a physical device or server, regardless of the ownership of the physical device or server upon which the digital item is stored and (iii) full authority to obtain and change my username and/or password for any such accounts related to any digital assets;
- (w) To make health care decisions for me; provided, however, that this particular power shall exist only when I am unable, in the judgment of my attending physician, to make those health care decisions. My Agent shall have the power to make health care decisions on my behalf, including making decisions regarding my medical or domicijary care, including admissions to nospitals or other institutions or placement in a nursing home, to consent to, to refuse to consent to, or to withdraw consent to the provision of any care, treatment, surgery, service or procedure to maintain, diagnose or treat a physical or mental condition, as well as the right to sign such medical forms as may be necessary to carry out such decisions, talk with health care personnel, examine my medical records and to consent to the disclosure of such records. This authorization and request shall also be considered a consent to the release of such information under applicable laws, rules, and regulations as promulgated from time to time including, without limitation, 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 HIPAA;
- (x) To file claims for medical insurance and to obtain information from any insurance company with respect to any policy of health or medical insurance under which I am insured; to have access to my

medical records and to obtain information of any type from any physician or other health care professional who may be treating me;

- (y) I may have executed an Advance Directive for Health Care prepared in accordance with Alabama law, but I recognize that an occasion may arise when my physician may wish to consult with someone else regarding the utilization, withholding or withdrawal of certain medical procedures. If my attending physician is uncertain about my wishes regarding any particular procedure, I authorize my Agent to consult with my physician in this regard;
- (z) Notwithstanding the foregoing, any Advance Directive for Health Care shall take precedence in the event of a disagreement between my wishes expressed in that document and any decision favored by my Agent;
- (aa) To generally do and perform all matters and things, transact all business, make, execute and acknowledge all contracts, orders, deeds or other conveyances, mortgages, leases and to execute all other instruments of every kind which may be necessary or proper to effectuate all powers hereinabove specifically granted, or any other matter or thing appertaining or belonging to me, with the same full powers, and to all intents and purposes, with the same validity as I could, if personally present (giving and granting unto my Agent, full power to substitute one or more agents under my Agent, and the same at my Agent's pleasure to revoke); and hereby ratifying and confirming whatsoever my Agent shall and may do.
- The powers herein granted to my Agent shall be exercisable by any one of them at any time and from time to time. An Agent may exercise the powers granted herein orally (whether in person or by telephone), in writing (whether transmitted or delivered by mail, courier, delivery service, telegraph, telecopy, facsimile, electronic mail, or the Internet), or by video-conference or any other form of audio or video communication or transmission.
- Pursuant to the Alabama Uniform Power of Attorney Act, a photocopy or electronic copy of this Power of Attorney shall have the same force and effect as the original.
- 4. This Power of Attorney shall remain in full force and effect and any party dealing with my Agent at any time shall be fully protected and is hereby discharged, released and indemnified from so doing in respect of any matter relating hereto unless such particular party shall have received prior notice in writing of the revocation of this power.
- 5. My Agent shall not be responsible or liable for any mistake or error of judgment resulting in loss to me, whether by reason of investment or otherwise, except for the gross negligence or willful misconduct of the Agent.
- 6. THIS POWER OF ATTORNEY SHALL NOT BE AFFECTED BY MY DISABILITY, INCOMPETENCY OR INCAPACITY AND MAY BE EXERCISED NOTWITHSTANDING ANY SUCH DISABILITY, INCOMPETENCY OR INCAPACITY AND NOTWITHSTANDING ANY UNCERTAINTY AS TO WHETHER I AM DEAD OR ALIVE.
- 7. If ANDREA J. EGEA shall die, resign, become incompetent or otherwise cease to serve as such fiduciary, then I nominate YANNICK J. EGEA and JOSHUA DAVID EGEA, in that order, to serve as such fiduciary, and I direct that no bond be required with respect to this appointment.

8. If at any time proceedings are commenced in any court to appoint a guardian, conservator or other similar fiduciary for me, then I nominate any person then serving as Agent hereunder to serve as such fiduciary, and I direct that no bond be required with respect to this appointment.

IN WITNESS WHEREOF, I have hereunto set my hand and seal on January \_\_\_\_\_, 2023.

WALTER I. FRIDLEY (SEAL)

The person signing above has been personally known to me and I believe him to be of sound mind. I did not sign his signature for him or at his direction and I am not appointed as the health care proxy under any Advance Directive for Health Care executed by him. I am not related to the person signing above by blood, adoption, or marriage, entitled to any portion of his estate according to the laws of intestate succession or under any Will executed by him or Codicil thereto, or directly financially responsible for his medical care.

Address:

William Walker Crow, Jr. 1909 Tree Crossing Parkway Hoover, AL 35244

Address:

3417A Cliff Terrace South Birmingham, AL 35205

STATE OF ALABAMA )

COUNTY OF SHELBY

I, the undersigned, a Notary Public, in and for said County, in said State, hereby certify that WALTER I. FRIDLEY, whose name is signed to the foregoing Power of Attorney and who is known to me, acknowledged before me on this day, that, being fully informed of the contents of the foregoing instrument, he executed the same voluntarily on the day the same bears date.

Given under my hand and official seal on January  $\int_{2}$ , 2023.

Notary Public

My Commission Expires:

4/11/2023

PREPARED BY
ANDREA J. EGEA
12866 Edgewood Dr.
Lake View, AL 35111

### EXECUTION OF DOCUMENTS AS AGENT

When executing any document as Agent, you should sign the document indicating that you are signing in your capacity as Agent. Since WALTER I. FRIDLEY appointed you his Agent, you should sign as follows:

"WALTER I. FRIDLEY" (sign the principal's name)

by: ANDREA J. EGEA (signature), his Agent.

#### IMPORTANT INFORMATION

# Agent's Duties

When you accept the authority granted under this power of attorney, a special legal relationship is created between you and the principal. This relationship imposes upon you legal duties that continue until you resign or the power of attorney is terminated or revoked. You must:

- (1) do what you know the principal reasonably expects you to do with the principal's property or, if you do not know the principal's expectations, act in the principal's best interest;
- (2) act in good faith;
- (3) do nothing beyond the authority granted in this power of attorney; and
- (4) disclose your identity as an Agent whenever you act for the principal by writing or printing the name of the principal and signing your own name as "Agent."

Unless the Special Instructions in this power of attorney state otherwise, you must also:

- (1) act loyally for the principal's benefit;
- (2) avoid conflicts that would impair your ability to act in the principal's best interest;
- (3) act with care, competence, and diligence;
- (4) keep a record of all receipts, disbursements, and transactions made on behalf of the principal;
- (5) cooperate with any person that has authority to make health-care decisions for the principal to do what you know the principal reasonably expects or, if you do not know the principal's expectations, to act in the principal's best interest; and
- (6) attempt to preserve the principal's estate plan if you know the plan and preserving the plan is consistent with the principal's best interest.

## Termination of Agent's Authority

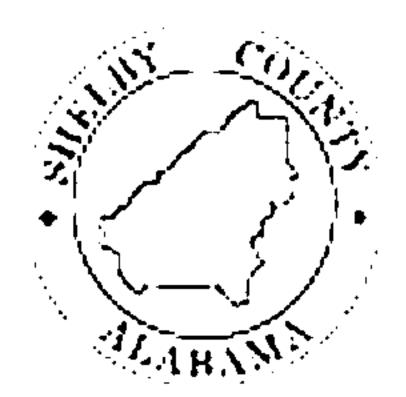
You must stop acting on behalf of the principal if you learn of any event that terminates this power of attorney or your authority under this power of attorney. Events that terminate a power of attorney or your authority to act under a power of attorney include:

- (1) death of the principal;
- (2) the principal's revocation of the power of attorney or your authority;
- (3) the occurrence of a termination event stated in the power of attorney;
- (4) the purpose of the power of attorney is fully accomplished; or
- (5) if you are married to the principal, a legal action is filed with a court to end your marriage, or for your legal separation, unless the Special Instructions in this power of attorney state that such an action will not terminate your authority.

### Liability of Agent

The meaning of the authority granted to you is defined in the Alabama Uniform Power of Attorney Act. If you violate the Alabama Uniform Power of Attorney Act or act outside the authority granted, you may be liable for any damages caused by your violation.

If there is anything about this document or your duties that you do not understand, you should seek legal advice.



Filed and Recorded
Official Public Records
Judge of Probate, Shelby County Alabama, County
Clerk
Shelby County, AL
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