

Prepared by:
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Pelham, AI 35124

**DURABLE POWER OF ATTORNEY
FOR FINANCIAL DECISIONS
OF
JOE K. KENDRICK**

This Durable Power of Attorney is a legal document that authorizes a person you have chosen, known as your "Agent," to manage your financial decisions if you become incapacitated.

D. *Liability of Agents.* My Agent and any Successor Agent designated in this document shall not incur any liability to me, my estate, my heirs, personal representatives, or trustees for any action taken or not taken in good faith, but shall be liable for any willful misconduct or gross negligence.

My Successor Agent shall not be liable or responsible in any way for any acts or defaults of my primary Agent, or for losses or expenses resulting from anything done or neglected to be done by my primary Agent. My Successor Agent shall be liable only for the acts or defaults of my Successor Agent in respect to property actually dealt with by my Successor Agent. In order to act as Agent, my Successor Agent may execute and deliver an affidavit that my primary Agent is unwilling or unable to serve or to continue to serve, and such affidavit shall be conclusive evidence, insofar as third parties are concerned, of the facts set forth therein and, in such event, any person acting in reliance upon such affidavit shall incur no liability to my estate.

E. *Delegation of Agent's Authority.* My Agent, in his or her discretion, may delegate any power granted under this document to one or more persons or entities.

ARTICLE II
EFFECTIVE DATE OF MY POWER OF ATTORNEY

A. *Effective Date.* This Durable Power of Attorney shall take effect when executed by me and shall continue during any period while I am disabled or incapacitated. The authority granted to my Agent shall not be affected by lapse in time nor my subsequent disability or incapacity.

My Agent's authority shall continue after my death, until my Agent receives actual knowledge of the fact that I have died. Any action taken in good faith by my Agent during any period while it is uncertain if I am alive, before my Agent receives actual knowledge of my death, or taken during any period while I am disabled or incapacitated, shall be as valid as if I were alive, competent, and not disabled. This Power may be accepted and relied upon by anyone to whom it is presented until such person either (1) receives written notice of revocation by me or a conservator of my estate, or (2) has actual knowledge of my death.

B. *Revocation.* I may amend or revoke this document, and I may remove my Agent and any Successor Agent at any time by signing a written document of revocation, amendment, or removal and delivering it to my Agent and to all Successor Agents. If I am incapacitated this Power of Attorney can be revoked only by the conservator of my estate as appointed by a court of competent jurisdiction. I hereby revoke all prior Durable or General Powers of Attorney relating to management of my financial decisions that I may have executed prior to this date.

ARTICLE III
MY AGENT'S POWERS OVER MY FINANCES

I authorize my Agent, in my Agent's discretion, with respect to all of my property of any kind, to manage my financial affairs, sign documents and generally act for me in all matters affecting any property in which I may have an interest, to the same extent as though I were acting for myself, including but not limited to the powers described in Sections 26-1A-204 through 26-1A-217 of the Alabama Uniform Power of Attorney Act, and the following:

I grant my Agent and any Successor Agent, with respect to each subject listed below, the authority to do all acts that I could do to:

- Contract with another person, on terms agreeable to the Agent, to accomplish a purpose of a transaction and perform, rescind, cancel, terminate, reform, restate, release, or modify the contract or another contract made by or on behalf of the principal;
- Execute, acknowledge, seal, deliver, file, or record any instrument or communication the Agent considers desirable to accomplish a purpose of a transaction;
- Seek on my behalf the assistance of a court or other governmental agency to carry out an act authorized in this power of attorney;
- Initiate, participate in, submit to alternative dispute resolution, settle, oppose, or propose or accept a compromise with respect to a claim existing in favor of or against the principal or intervene in litigation relating to the claim;
- Engage, compensate, and discharge an attorney, accountant, discretionary investment manager, expert witness, or other advisor;

- Prepare, execute, and file a record, report, or other document to safeguard or promote my interest under a statute or regulation and communicate with representatives or employees of a government or governmental subdivision, agency, or instrumentality, on behalf of the principal; and
- Do lawful acts with respect to the subjects and all property related to the following subjects:

A. *Real Property.* I authorize my Agent to: demand, buy, sell, convey, lease, receive, accept as a gift or as security for an extension of credit, or otherwise acquire or reject an interest in real property or a right incident to real property; pledge or mortgage an interest in real property or right incident to real property as security to borrow money or pay, renew, or extend the time of payment of a debt of the principal or a debt guaranteed by the principal, including a reverse mortgage; release, assign, satisfy, or enforce by litigation or otherwise a mortgage, deed of trust, conditional sale contract, encumbrance, lien, or other claim to real property that exists or is asserted; and manage or conserve an interest in real property or a right incident to real property owned or claimed to be owned by the principal, including: (1) insuring against liability or casualty or other loss; (2) obtaining or regaining possession of or protecting the interest or right by litigation or otherwise; (3) paying, assessing, compromising, or contesting taxes or assessments or applying for and receiving refunds in connection with them; and (4) purchasing supplies, hiring assistance or labor, and making repairs or alterations to the real property.

B. *Stocks and Bonds.* I authorize my Agent to: buy, sell, and exchange stocks and bonds; establish, continue, modify, or terminate an account with respect to stocks and bonds; pledge stocks and bonds as security to borrow, pay, renew, or extend the time of payment of a debt of the principal; receive certificates and other evidences of ownership with respect to stocks and bonds; exercise voting rights with respect to stocks and bonds in person or by proxy, enter into voting trusts, and consent to limitations on the right to vote.

C. *Banks and other Financial Institutions.* I authorize my Agent to: continue, modify, transact all business in connection with, and terminate an account or other banking arrangement made by or on behalf of the principal; establish, modify, transact all business in connection with, and terminate an account or other banking arrangement with a bank, trust company, savings and loan association, credit union, thrift company, brokerage firm, or other financial institution selected by the Agent; contract for services available from a financial institution, including renting a safe deposit box or space in a vault; deposit by check, money order, electronic funds transfer, or otherwise with, or leave in the

custody of, a financial institution money or property of the principal; withdraw, by check, money order, electronic funds transfer, or otherwise, money or property of the principal deposited with or left in the custody of a financial institution; receive statements of account, vouchers, notices, and similar documents from a financial institution and act with respect to them; enter a safe deposit box or vault and withdraw or add to the contents; borrow money and pledge as security personal property of the principal necessary to borrow money or pay, renew, or extend the time of payment of a debt of the principal or a debt guaranteed by the principal; make, assign, draw, endorse, discount, guarantee, and negotiate promissory notes, checks, drafts, and other negotiable or nonnegotiable paper of the principal or payable to the principal or the principal's order, transfer money, receive the cash or other proceeds of those transactions; and apply for, receive, and use credit cards and debit cards, electronic transaction authorizations, and traveler's checks from a financial institution.

D. *Insurance and Annuities.* I authorize my Agent to: continue, pay the premium or make a contribution on, modify, exchange, rescind, release, or terminate a contract procured by or on behalf of the principal that insures or provides an annuity to either the principal or another person, whether or not the principal is a beneficiary under the contract; procure new, different, and additional contracts of insurance and annuities for the principal and select the amount, type of insurance or annuity, and mode of payment; pay the premium or make a contribution on, modify, exchange, rescind, release, or terminate a contract of insurance or annuity procured by the Agent; apply for and receive a loan secured by a contract of insurance or annuity; surrender and receive the cash surrender value on a contract of insurance or annuity; exercise an election; exercise investment powers available under a contract of insurance or annuity; change the manner of paying premiums on a contract of insurance or annuity; change or convert the type of insurance or annuity with respect to which the principal has or claims to have authority described in this section; apply for and procure a benefit or assistance under a statute or regulation to guarantee or pay premiums of a contract of insurance on the life of the principal; collect, sell, assign, hypothecate, borrow against, or pledge the interest of the principal in a contract of insurance or annuity; select the form and timing of the payment of proceeds from a contract of insurance or annuity; pay, from proceeds or otherwise, compromise or contest, and apply for refunds in connection with a tax or assessment levied by a taxing authority with respect to a contract of insurance or annuity or the proceeds or liability from the contract of insurance or annuity accruing by reason of the tax or assessment.

E. *Claims and Litigation.* I authorize my Agent to: assert and maintain before a court or administrative agency a claim, claim for relief, cause of action, counterclaim, offset, recoupment, or defense, including an action to recover property or other thing of value, recover damages sustained by the principal, eliminate or modify tax liability, or seek an injunction, specific performance, or other relief; act for the principal with respect to bankruptcy or insolvency, whether voluntary or involuntary, concerning the principal or some other person, or with respect to a reorganization, receivership, or application for the appointment of a receiver or trustee that affects an interest of the principal in property or other thing of value; pay a judgment, award, or order against the principal or a settlement made in connection with a claim or litigation; and receive money or other thing of value paid in settlement of or as proceeds of a claim or litigation.

F. *Benefits from Governmental Programs or Civil or Military Service.* I authorize my Agent to: execute vouchers in the name of the principal for allowances and reimbursements payable by the United States or a foreign government or by a state or subdivision of a state to the principal; enroll in, apply for, select, reject, change, amend, or discontinue, on the principal's behalf, a benefit or program; prepare, file, and maintain a claim of the principal for a benefit or assistance, financial or otherwise, to which the principal may be entitled under a statute or regulation; initiate, participate in, submit to alternative dispute resolution, settle, oppose, or propose or accept a compromise with respect to litigation concerning a benefit or assistance the principal may be entitled to receive under a statute or regulation; and receive the financial proceeds of a claim described above and conserve, invest, disburse, or use for a lawful purpose anything so received. Represent me in regard to any government agency, including but not limited to Internal Revenue Service, Social Security Administration, Medicare and Medicaid, Department of Social Services, and Farm Service Agency.

G. *Retirement Plans.* Including a plan or account created by an employer, the principal, or another individual to provide retirement benefits or deferred compensation of which the principal is a participant, beneficiary, or owner, including a plan or account under the following sections of the Internal Revenue Code: (1) an individual retirement account under Internal Revenue Code Section 408, 26 U.S.C. § 408; (2) a Roth individual retirement account under Internal Revenue Code Section 408A, 26 U.S.C. § 408A; (3) a deemed individual retirement account under Internal Revenue Code Section 408(q), 26 U.S.C. § 408(q); (4) an annuity or mutual fund custodial account under Internal Revenue Code Section 403(b), 26 U.S.C. § 403(b); (5) a pension, profit-sharing, stock bonus, or other retirement plan qualified under Internal Revenue Code Section 401(a), 26 U.S.C. § 401(a); (6) a plan under Internal Revenue Code Section 457(b), 26 U.S.C. § 457(b); and (7) a nonqualified deferred compensation plan under Internal Revenue Code Section 409A, 26 U.S.C. § 409A – I authorize my Agent to: select the form and

timing of payments under a retirement plan and withdraw benefits from a plan; make a rollover, including a direct trustee-to-trustee rollover, of benefits from one retirement plan to another; establish a retirement plan in the principal's name; make contributions to a retirement plan; exercise investment powers available under a retirement plan; borrow from, sell assets to, or purchase assets from a retirement plan.

H. *Taxes.* I authorize my Agent to: prepare, sign, and file federal, state, local, and foreign income, gift, payroll, property, federal insurance contributions act, and other tax returns, claims for refunds, requests for extension of time, petitions regarding tax matters, and other tax-related documents, including receipts, offers, waivers, consents, including consents and agreements under Internal Revenue Code Section 2032(A), 26 U.S.C. § 2032(A), closing agreements, and other powers of attorney required by the Internal Revenue Service or other taxing authority with respect to a tax year on which the statute of limitations has not run and the following 25 tax years; pay taxes due, collect refunds, post bonds, receive confidential information, and contest deficiencies determined by the Internal Revenue Service or other taxing authority; exercise elections available to the principal under federal, state, local, or foreign tax law; and act for the principal in all tax matters for all periods before the Internal Revenue Service, or other taxing authority.

I. *Digital Assets.* I authorize my Agent to access, manage and take any action concerning my digital assets, digital devices, or digital accounts that my Agent deems appropriate. I lawfully consent to and authorize any service provider to disclose to my Agent the contents of any communication or record under The Stored Communications Act (currently 18 U.S.C. §§ 2701 et seq.), the Computer Fraud and Abuse Act (currently 18 U.S.C. § 1030), and any other state or federal law relating to digital assets, data privacy, or computer fraud. My Agent shall be an authorized user for purposes of applicable computer-fraud and unauthorized-computer-access laws.

J. *Revocable Trust.* Transfer any and all of my tangible or intangible personal property, or real property, to the Trustee of a revocable trust created by me as Settlor.

ARTICLE IV EXCLUDED POWERS

My Agent shall not change the beneficiary of any policy or policies of life insurance, or retirement, profit sharing plan or employee benefit of which I am the insured, employee-beneficiary or owner. My Agent shall not exercise any general power of appointment or

power to amend, revoke, alter, or terminate granted or reserved to me pursuant to any trust agreement.

My Agent shall not, except as otherwise authorized in this document, (1) appoint, assign or designate any of my assets, interests or rights directly or indirectly to my Agent, my Agent's estate, my Agent's creditors, or the creditors of my Agent's estate; (2) disclaim assets to which I would otherwise be entitled if the effect of such disclaimer is to cause such assets to pass directly or indirectly to my Agent or my Agent's estate; or (3) use my assets to discharge any of my Agent's legal obligations, including any obligation of support which my Agent may owe to others.

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. §2041 and §2514 of the Internal Revenue Code of 1986, as amended.

My Agent shall otherwise be authorized in general to do all other acts, deeds, and matters whatsoever, in or about my estate, property and affairs. My Agent may concur with persons jointly interested with myself therein in doing all acts, deeds, and matters herein, either particularly or generally described, as fully and effectually as I could do myself if present. I intend to otherwise grant to my Agent a general power to act for me and in my behalf, and not a limited or special power, limited to the specific acts herein described.

ARTICLE V ADMINISTRATIVE PROVISIONS

A. *Compensation.* My Agent shall be entitled to reasonable compensation for services performed hereunder and shall receive reimbursement for all reasonable expenses paid by my Agent.

B. *Severability.* The invalidity or unenforceability of any particular provision under this document shall not affect the other provisions. This document shall be construed in all respects as if any such invalid or unenforceable provisions were either omitted, or if practicable, modified and restated to the least extent necessary to comply with the statutory requirements of the applicable jurisdiction.

C. *Photocopies.* My Agent may make as many photocopies of this document as my Agent deems appropriate. All photocopies or electronically transmitted copies shall have the same force and effect as any original.

D. *Conservator.* In the event that a court appointed conservator is to be appointed for me, my Agent may nominate or petition for the appointment of my Agent, or any person my Agent deems appropriate, as primary or successor conservator. My Agent may grant to any such conservator all of the powers that I am permitted by law to grant, and may waive any bond requirement for such conservator that I am permitted by law to waive.

E. *Reliance by Third Parties.* No person who acts in accordance with this Power of Attorney, in reliance upon any representations my Agent may make as to (1) the fact that my Agent's powers are then in effect; (2) the scope of my Agent's authority granted under this document; (3) my competency at the time this document is executed; (4) the fact that this document has not been revoked; or (5) the fact that my Agent continues to serve as my Agent, shall incur any liability to me, my estate, my heirs, or legal representatives for permitting my Agent to exercise any such authority, nor shall any person who deals with my Agent be responsible to determine or insure the proper application of funds or property.

F. *Governing Law.* The laws of the State of Alabama shall govern this document in all respects, including its validity, construction, interpretation and termination. Nevertheless, to the extent permitted by law, I intend that this document be given full force and effect in any state or country in which I may find myself or in which I may own property, whether real, personal, intangible or mixed.

(The remainder of this page is left intentionally blank.)

I, JOE K. KENDRICK, have signed this Durable Power of Attorney on Joe K. Kendrick 20 21 which shall be the effective date of this Power.

MARCH 11

Joe K. Kendrick
JOE K. KENDRICK

State of Alabama)
) ss
County of Shelby)

I hereby certify that JOE K. KENDRICK, whose name is signed to the foregoing conveyance, and who is known to me, acknowledged before me on this day that, being informed of the contents of the document, he or she executed the same voluntarily on March 11, 20 21.

Barbara Congranelli
Notary Public



Filed and Recorded
Official Public Records
Judge of Probate, Shelby County Alabama, County
Clerk
Shelby County, AL
08/13/2025 11:31:17 AM
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Allie S. Bayl