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**Madison County, Iowa**

**RETURN TO & PREPARED BY:**

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**DURABLE GENERAL POWER OF ATTORNEY**

**FOR**

**VIOLA L. STOWERS**

**September 19, 2019**

**Prepared by:**

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**VIOLA L. STOWERS**  
**DURABLE GENERAL POWER OF ATTORNEY**

**ALSO KNOWN AS A DURABLE POWER OF ATTORNEY FOR PROPERTY AND INCLUDING AUTHORITY TO RELEASE MEDICAL INFORMATION IN COMPLIANCE WITH THE HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT OF 1996 ("HIPAA").**

**NOTICE TO PERSON EXECUTING THIS DOCUMENT:**

**THIS IS AN IMPORTANT LEGAL DOCUMENT. IT CREATES A DURABLE POWER OF ATTORNEY. BEFORE EXECUTING THIS DOCUMENT, YOU SHOULD KNOW THESE IMPORTANT FACTS.**

**1. THIS DOCUMENT MAY PROVIDE THE PERSON YOU DESIGNATE AS YOUR ATTORNEY IN FACT TO ACT ON YOUR BEHALF WITH BROAD POWERS TO MANAGE, DISPOSE OF, SELL, CONVEY, AND ENCUMBER YOUR REAL AND PERSONAL PROPERTY, AND TO USE YOUR PROPERTY AS SECURITY IF YOUR ATTORNEY IN FACT BORROWS MONEY ON YOUR BEHALF.**

**2. THIS DOCUMENT DOES NOT AUTHORIZE ANYONE TO MAKE MEDICAL AND OTHER HEALTH CARE DECISIONS FOR YOU, BUT IT DOES AUTHORIZE THE RELEASE OF MEDICAL INFORMATION SO THAT YOUR ATTORNEY IN FACT MAY IN THE FUTURE DETERMINE IF YOU ARE INCAPACITATED AND MAY THEN ACT FOR YOU.**

**3. THESE POWERS WILL EXIST FOR AN INDEFINITE PERIOD OF TIME UNLESS YOU LIMIT THEIR DURATION IN THIS DOCUMENT. THESE POWERS WILL CONTINUE TO EXIST NOTWITHSTANDING YOUR SUBSEQUENT INCAPACITY.**

**4. YOU HAVE THE RIGHT TO REVOKE OR TERMINATE THIS DURABLE POWER OF ATTORNEY AT ANY TIME.**

**5. YOUR DESIGNATED ATTORNEY IN FACT HAS NO DUTY TO ACCEPT THE POSITION UNLESS YOU AND YOUR ATTORNEY IN FACT AGREE OTHERWISE IN WRITING.**

**DURABLE GENERAL POWER OF ATTORNEY**

**ARTICLE I**  
**AGENTS**

**1.00 Primary and Alternative Agents**

**KNOW EVERYONE BY THESE PRESENTS**, which are intended to constitute a Durable General Power of Attorney, **THAT I, Viola L. Stowers**, hereinafter known as "Principal," currently residing at 8621 North Marston Avenue, Kansas City, Platte County, Missouri, do hereby make, constitute and appoint **Donald E. Stowers** and **Jeffrey L. Stowers**, jointly or severally, as my agents, each of whom are individually referred to herein as my "agent" and/or my "attorney-in-fact," to exercise alone or jointly, or if Donald E. Stowers and Jeffrey L. Stowers are unable, unwilling or unavailable to act, then I hereby make, constitute and appoint **Alan R. Stowers**, as my agent and/or my attorney-in-fact TO ACT in my name, place and stead in any way which I could do, if I were personally present, to the extent that I am permitted by law to act through an agent and attorney-in-fact the powers and directions set forth below:

**1.01 Revocation of Prior Powers of Attorney**

I hereby revoke all powers of attorney, general and/or limited, heretofore created by me as principal and terminate all agency relationships created thereunder, including those of all successor Agents named therein, if any, except those powers relating to my health care, granted by me through any health care power of attorney or advance directive created by me as principal.

**ARTICLE II**  
**ASSET POWERS**

**2.00 Introduction, Asset Powers**

My attorney-in-fact is authorized in its sole and absolute discretion, from time to time and at any time, with respect to any and all of my property and interests in property, real, personal, intangible and mixed, to act as follows:

**2.01 Power to Manage Real and Personal Property**

To enter and take possession of and/or manage any real property or personal property belonging to me or to which I may be entitled, and to receive and take for me and in my name any rents, issues and profits of any such property; and to purchase, invest in, reinvest in, sell, exchange, lease, grant options upon, convey, assign, transfer, encumber or otherwise dispose of any real or personal property of any nature and wherever situated; and to execute, acknowledge and deliver all contracts, deeds, leases, oil/gas/mineral leases, division orders, mortgages, transfers to trusts, bills of sale, assignments, extensions, satisfactions, releases, waivers, consents, and any other agreements, writings and instruments of any nature affecting any real or personal property, as my attorney-in-fact may deem necessary or appropriate.

**2.02 Power to Create or Change Form of Title or Beneficiary**

To create, change the form of title of an interest in or right incident to real property, including, but not limited to creating joint tenancy with right of survivorship, tenants by the entirety, or tenants in common, or to name or change a Transfer-On-Death beneficiary.

**2.03 Power to Waive Homestead Rights**

To waive any homestead rights to which I am or may be entitled.

**2.04 Power to Sell**

(a) To sell any and every kind of property that I may own, now or in the future, real, personal, intangible and/or mixed, including without being limited to contingent and expectant interest, marital rights and any rights of survivorship incident to joint tenancy or tenancy by the entirety, upon such terms and conditions and security as my attorney-in-fact shall deem appropriate and to grant options with respect to sales thereof;

(b) I specifically authorize my attorney-in-fact to sell, transfer, convey, mortgage, acknowledge or otherwise dispose of my interest in any real property I own, or which I later acquire, together with all improvements thereon and rights relating thereto, upon such terms and conditions as my attorney-in-fact may deem advisable, and to execute and sign on my behalf any and all agreements, closing documents and other instruments relating thereto, including without limitation contracts of sale, brokerage agreements, deeds, assignments, consents, releases, escrow agreements, affidavits and tax returns, and to take such other actions relating to said real property and the sale thereof as my attorney-in-fact may deem advisable;

(c) To make such disposition of the proceeds of such sale or sales (including expending such proceeds for my benefit);

(d) To create or change survivorship interests in the principal's property or in property in which the principal may have an interest; and

(e) To designate or change the designation of beneficiaries to receive any property, benefit or contract right on the principal's death.

(f) My attorney in fact shall have the authority to alienate my Homestead, or any part thereof, with or without my spouse consenting to the deed or instrument of transfer conveying my Homestead, or any part thereof.

**2.05 Power to Buy**

To buy every kind of property, real, personal, intangible and/or mixed, upon such terms and conditions as my attorney-in-fact shall deem appropriate; to obtain options with respect to such purchases; to arrange for appropriate disposition, use, safekeeping and/or insuring of any such property.

## **2.06 Power to Borrow**

To borrow money and to pledge my securities or mortgage my real estate for such loans if in the judgment of my said attorney-in-fact such action should be necessary.

## **2.07 Power to Exercise Rights in Stocks, Bonds, Securities, Mutual Funds, Money Market Accounts or other Certificates**

(a) To sell, assign and transfer stocks, bonds and securities of all kinds in my name and for my account at such prices as shall seem good to my said attorney-in-fact and to sign, execute, acknowledge and deliver in my name all transfers and assignments thereof;

(b) To cause securities or other property to be held or registered in the name of a nominee or nominees or in any other form; to vote any and all shares of stock or other securities and to execute proxies or other instruments with respect to such stock or securities;

(c) To consent in my name to reorganizations and mergers and to exchange securities for new securities; and

(d) To make, execute, endorse, accept and deliver in my name or in the name of my attorney-in-fact all checks, notes, drafts, warrants, securities, stock certificates, certificates of deposit, bonds, acknowledgments, and any other agreements, certificates or instruments of any nature, as my attorney-in-fact may deem necessary or appropriate.

## **2.08 Power to Employ Consultants**

To employ such agents, attorneys, accountants, investment counsel, trustees, caretakers, care managers, home health care agencies and other persons and entities, and to delegate duties hereunder and pay such fees or compensation, as my attorney-in-fact may deem necessary or appropriate.

## **2.09 Power with Respect to Financial Institution Accounts and Safe Deposit Boxes**

(a) My Attorney-in-Fact may receive and hold any and all monies, securities, personal and real property of any nature whatsoever belonging to me or in which I may have an interest; exercise full management, power, control and supervision over such property; deal generally and in all respects, without restriction, in and with any of such property; purchase, sell, assign, transfer, lease, exchange or liquidate, for cash or credit, in any amounts and upon any terms, any assets of mine, whether real, personal or mixed property; and place and effect insurance, all as my said Attorney-in-Fact in his or her sole unrestricted discretion and judgment may deem best.

(b) My Attorney-in-Fact may receive and endorse all checks, drafts, money orders and instruments of a similar nature made payable to my order, and collect the proceeds of the same, including but not limited to checks and drafts drawn on or by the United States Treasury Department;

deposit monies which may come into his or her hands as such attorney with any bank or savings institution wherever located, for me and in my name alone or otherwise; withdraw and disburse such monies so deposited, and any monies heretofore or hereafter deposited by me or on my account, on the signature of my said Attorney-in-Fact, in any amounts and for such purposes and at such times as my said Attorney-in-Fact in his or her sole unrestricted discretion and judgment deems best, with no liability on the part of any bank or savings institution to see to the application of the proceeds of such withdrawals or disbursements; and enter my safe deposit boxes and to remove any of the contents therein.

(c) To establish accounts of all kinds, including but not limited to, checking, savings and money market accounts, certificates of deposit and time deposits, for me with financial institutions of any kind, including but not limited to banks and thrift institutions;

(d) To modify, terminate, make deposits to and write checks on or make unlimited withdrawals from and grant security interest in all accounts in my name or with respect to which I am an authorized signatory (except accounts held by me in a fiduciary capacity), whether or not any such account was established by me or for me by my attorney-in-fact, to negotiate, endorse or transfer any checks or other instruments with respect to any such accounts; to contract for any services rendered by any bank or financial institution; and

(e) To create, change the form of title of an interest in or right incident to financial institution accounts, including, but not limited to creating joint tenancy with right of survivorship, tenants by the entirety, or tenants in common, and to name or change a Pay-on-Death/Transfer-on-Death beneficiary.

(f) To rent; to open or cause to be opened, including drilling if necessary, any safe deposit box in my name and to examine and remove any or all of the contents of such box and to close such box; and to conduct such other banking transactions as my attorney-in-fact may deem necessary or appropriate.

## **2.10 Attorney In Fact Required to Provide An Authorization to Release Medical Information**

Each attorney-in-fact (or co-attorney-in-fact) shall be required to execute and deliver to the co-attorney-in-fact (if any) or next successor attorney (or co-attorney)-in-fact an "Authorization for Release of Medical Information," pursuant to the Health Insurance and Portability and Accountability Act of 1996 ("HIPAA") and any other similarly applicable federal and state laws, authorizing the release of said attorney-in-fact's protected health and medical information to said attorney-in-fact's Co-attorney-in-fact, (if any) and to all alternate successor attorneys (or Co-attorneys)-in-fact named under this power of attorney, to be used only for the purpose of determining in the future whether said attorney-in-fact has become incapacitated (as defined in this power of attorney). If said attorney-in-fact is already acting in the capacity of attorney (or Co-attorney)-in-fact and fails to so execute and deliver such Authorization within thirty (30) days of actual notice of said requirement, or if an event has occurred that triggers the successor

attorney-in-fact's power to act but said successor has not yet begun to act in said capacity and fails to so execute and deliver such Authorization within thirty (30) days of actual notice of said requirement, then for purposes of this power of attorney, said attorney-in-fact shall be deemed incapacitated. "Actual notice" shall occur when a written notice, signed by the Co-attorney-in-fact (if any) or next successor attorney-in-fact (even if not yet acting as attorney-in-fact), informing said attorney-in-fact of the need to timely execute and deliver an authorization as set forth above (and, in the case where a successor attorney-in-fact has not yet begun to act, informing him or her of the event that has triggered said successor's power to act), is (i) deposited in the United States mail, postage prepaid, addressed to the last address of said attorney-in-fact known to the Co-attorney-in-fact or next successor attorney-in-fact or (ii) hand delivered to said attorney-in-fact, provided such delivery is witnessed by a third party independent from the Co-attorney in fact or next successor attorney in fact within the meaning of Internal Revenue Code Section 674(c) and said witness signs a statement that he or she has witnessed such delivery.

My attorney or Co-attorney-in-fact's resignation, or the declination of any of the named successor attorneys or Co-attorneys, if any, shall be made in writing and shall be attached to the original of this document and recorded in the same county or counties as the original, if the original is recorded.

#### **2.11 Authorization to Act in My Behalf**

The attorney-in-fact shall have all powers as are necessary or desirable to provide for my support, maintenance, health, emergencies and urgent necessities due to my incapacity. Said attorney-in-fact is hereby specifically authorized and empowered for and in my name, place, and stead:

#### **2.12 Obtain the Release of Medical Information**

To request, receive and review any information, verbal or written, regarding my physical or mental health, including, but not limited to, medical and hospital records and consenting to their release or disclosure. I HAVE SEPARATELY SIGNED ON THIS SAME DATE AN "AUTHORIZATION FOR RELEASE OF MEDICAL INFORMATION," IN COMPLIANCE WITH HIPAA, IMMEDIATELY AUTHORIZING THE RELEASE OF ANY AND ALL HEALTH AND MEDICAL INFORMATION TO MY APPOINTED ATTORNEY-IN-FACT (EVEN IF NOT YET ACTING AS ATTORNEY-IN-FACT), SO DECISIONS MAY BE MADE BY MY ATTORNEY-IN-FACT EXPEDITIOUSLY AND WITHOUT THE NEED TO FIRST PROVE MY INCAPACITY. IN THE EVENT SAID AUTHORIZATION CANNOT BE LOCATED, IS BY ITS OWN TERMS NO LONGER IN FORCE OR IS OTHERWISE DEEMED INVALID OR NOT ACCEPTED IN WHOLE OR IN PART, I HEREBY GRANT MY APPOINTED ATTORNEY-IN-FACT (EVEN IF NOT YET ACTING AS ATTORNEY-IN-FACT) THE POWER AND AUTHORITY, AS MY LEGAL REPRESENTATIVE, TO EXECUTE A NEW AUTHORIZATION ON MY BEHALF, IMMEDIATELY AUTHORIZING THE RELEASE OF ANY AND ALL HEALTH AND MEDICAL INFORMATION FOR THE PURPOSE OF



DETERMINING MY INCAPACITY (AND FOR THE PURPOSE OF CARRYING OUT ANY OF MY APPOINTED AGENT'S POWERS, RIGHTS, DUTIES AND OBLIGATIONS UNDER THIS DOCUMENT), NAMING MY APPOINTED ATTORNEY-IN-FACT (EVEN IF NOT YET ACTING AS ATTORNEY-IN-FACT) AS MY "PERSONAL REPRESENTATIVE," "AUTHORIZED REPRESENTATIVE" AND "AUTHORIZED RECIPIENT" UNDER HIPAA.

### **2.13 Medicaid, Social Security and Other Benefit Payments**

(a) To handle in all respects any contracts, programs or benefits under governmental programs of all kinds, including but not limited to, executing any applications, agreements, claims, waivers, consents or other documents deemed by my attorney-in-fact to be appropriate; and

(b) My attorney-in-fact may make application and qualify for me and in my name and for my account any or all public or private benefit payments of every kind, including, but not limited to Medicare and/or Medicaid benefits, Social Security or other retirement or disability benefits, benefits for Old Age Assistance, Workers' Compensation, Aid to the Needy Blind, Aid to the Permanently and Totally Disabled, Qualified Medicare Beneficiary Program, Specified Low-Income Medicare Beneficiary Program, Home and Community Based Care for the Elderly and Chronically Ill, In and Out Medical Assistance, or any other state and/or federal benefits program whether now existing or hereafter adopted, to receive and receipt for same, to negotiate checks in payment of same, and to administer, handle and disburse the same in any and every way. The authority herein granted shall include, but not be limited to, converting my assets into assets that do not disqualify me from receiving such benefits and/or divesting me of such assets.

(c) It is my intention that, should I enter a nursing facility or residential care facility that is licensed and certified to receive benefits under Title XIX of the Social Security Act, 42 U.S.C. sec. 1396 *et seq.*, as amended (*i.e.*, "Medicaid"), or if it is believed I may, at some time enter such a facility, my attorney-in-fact shall have full power and authority to take all lawful measures to shelter my assets and income from depletion by payments to such facility, and to facilitate my eligibility for Medicaid benefits at the earliest possible date. I direct that my power of attorney take such actions to the fullest extent permitted by law.

Without limiting the generality of the foregoing, I authorize my power of attorney to take the following actions, among others:

1. My attorney-in-fact is authorized to attend all interviews as may be required to process an application for benefits, to file any required verifications or reports of changes and, if necessary, to prosecute any Fair Hearings or Superior or Federal Court appeals as may be necessary to prosecute an application or secure my legal right to benefits.

2. My attorney-in-fact may convert countable assets, including but not limited to cash, bank accounts, individual retirement accounts, 401(k) and 403(b) plans, deferred annuities, revocable burial contracts and life insurance into non countable assets, including but not limited to the following purchases on my behalf:

- a. The purchase of an irrevocable, prepaid funeral contract;
- b. The purchase of a cemetery plot, casket, casket liner, headstone and payment of all other reasonable funeral and burial services;
- c. The purchase of essential household items, such as appliances, clothing, household furnishings and personal, non investment jewelry;
- d. The contracting for repairs and improvements to my homestead; and
- e. The purchase of an automobile, van or other motor vehicle.

3. My attorney-in-fact may rent any real property I own, whether to third parties, or to my attorney-in-fact, or persons associated with my attorney-in-fact.

4. My attorney-in-fact may make a penalty-free transfer of my homestead to one of my adult children, even if such child is my attorney-in-fact or is a person associated with my attorney-in-fact, provided that such adult child has lived in my homestead with me for at least two years, and has provided care to me, such that I have been kept out of a nursing facility or residential care facility for such two-year period. My attorney-in-fact may convey legal title to such child by quitclaim or warranty deed, even if the dispositive provisions of my Will or any Revocable Living Trust I may have require a different disposition of said real estate. In such event, neither my attorney-in-fact, nor the transferee of such homestead, nor any of their heirs, executors, legal representatives or assigns shall have any liability whatsoever, whether in law or in equity, to the other named beneficiaries of such homestead, nor to any residuary beneficiaries, nor to any other party, on account of such transfer.

5. My attorney-in-fact may make unlimited gifts of my assets, both real and personal, as delineated in paragraph 2.17 herein, including gifts to my attorney-in-fact or persons associated with my attorney-in-fact, with a view toward sheltering such gifted assets from the cost of long-term care. If a Federal Gift Tax Return, Form 709, is required to be filed as a result of such transfer, my attorney-in-fact may do so on my behalf.

6. My attorney-in-fact may use some or all of my assets to purchase an immediate annuity with an insurance or annuity company, or may enter into a private annuity agreement, even if my attorney-in-fact, or persons associated with my attorney-in-fact, is the obligor under such private annuity agreement, provided that any such annuity, whether commercial or private, is "actuarially sound" within the meaning of CMS Transmittal No. 64 (Nov. 1994), and provided further that such annuity is irrevocable and non-assignable.

7. My attorney-in-fact may borrow funds from me, or may purchase any real estate owned by me, and may give in return a self-canceling installment note or notes, even if my attorney-in-fact or persons associated with my attorney-in-fact is the payor under such note or notes.

8. My attorney-in-fact may enter into a care contract or into a so-called "life-care contract" with me, under which contract I transfer assets to a caretaker, who may be my attorney-in-fact or a person associated with my attorney-in-fact, in exchange for caregiving services, provided that a fair and reasonable exchange of value is made.

9. The enumeration of the above powers shall be in no way construed as a limitation on the powers of my attorney-in-fact to act to shelter my assets, it being my intention that my attorney-in-fact have the power to take all legal actions toward such end. In furtherance of the powers of my attorney-in-fact, as aforesaid, I hereby state that the usual rules against conflict of interest and self-dealing by an attorney-in-fact shall not apply to these provisions, and I hereby ratify any actions taken by my attorney-in-fact toward the goal of sheltering assets from long-term care, so long as such actions are lawful.

#### **2.14 Power with Respect to Legal and Other Actions**

(a) To ask, demand, sue for, recover, collect and receive all manner of goods, chattel, debts, rents, dividends, interest, sums of money and demands whatsoever, due, or to become due, and to execute, acknowledge and deliver acquittances, receipts, releases, satisfactions or other discharges for the same;

(b) To commence any actions or proceedings for the recovery of any real or personal property or for any other purpose; to appear in, answer and defend any actions or proceedings commenced against me; and to prosecute, maintain, appeal, discontinue, compromise, and/or initiate arbitration proceedings to settle and adjust all actions, proceedings, accounts, dues and demands that now or hereafter may exist, as my attorney-in-fact may deem necessary or appropriate;

(c) To create, amend or terminate or revoke, in whole or in part, one or more trusts, including but not limited to revocable living trust(s) in which I may be a settlor or grantor, partnerships, corporations, co-tenancies or any other form of ownership or entity for the purpose of dealing with any property or property interest of any nature that I may have or hereafter acquire, under such terms and with such provisions as my attorney-in-fact may deem necessary or appropriate; and to transfer any or all property in which I have an interest into any trusts, partnerships, corporations, co-tenancies or other entities, whether created by me or my attorney-in-fact or otherwise (and, in this regard, that my attorney-in-fact may be a remainderman, partner, shareholder, co-tenant or beneficiary of any such entity shall not affect the validity of any action hereunder, and shall not, by itself, constitute a breach of fiduciary duty); and to remove property from any such entity; and to give to any such entity, or to any person acting as agent or trustee under any instrument executed by me or on my behalf, such instructions or authorizations as I may have the right to give;

(d) To take all steps and remedies necessary or appropriate for the conduct and management of my business and personal affairs, and for recovering, obtaining and holding all real or personal property including debts, interest, demands, duties, sums of money or any other things whatsoever, as aforesaid, that are thought to be due, owing, belonging or payable to me in my own right or otherwise; and

(e) To do, execute, perform and finish for me and in my name all things which my attorney-in-fact shall deem necessary or appropriate, in and about or concerning my property or any part thereof.

#### **2.15 Power to Exercise Elective Share Rights**

To elect to take against any will and conveyances of my deceased spouse and/or any other person, if appropriate; to retain any property which I have the right to elect to retain; to file petitions pertaining to the election, including petitions to extend the time for electing and petitions for orders, decrees and judgments; and to take all other actions that my attorney-in-fact deems appropriate in order to effectuate the election; provided however, that if any such actions by my attorney-in-fact require the approval of any court, my attorney-in-fact is authorized to seek such approval.

#### **2.16 Power with Respect to Taxes**

To represent me in all income tax and other tax matters before all offices or officers of the Internal Revenue Service or the Treasury Department or the tax offices, officials or bureaus of any state, county or municipality, or of any other nation; to prepare, sign, and file federal, state, and/or local income, gift and other tax returns of any kind or character, including, where appropriate, joint returns, FICA returns, payroll tax returns, claims for refunds, requests for extensions of time to file returns and/or pay taxes, extensions and waivers of applicable periods of limitation, protests and petitions to administrative agencies or courts, including the tax court, regarding tax matters, and any and all other tax related documents, including but not limited to consents and agreements under Section 2032A of the Internal Revenue Code or any successor section thereto and consents to split gifts, closing agreements, and any power of attorney form required by the Internal Revenue Service and/or any state and/or local taxing authority with respect to the tax years 1990 through 2100; to pay taxes due, collect and make such disposition of refunds as my attorney-in-fact shall deem appropriate, post bonds, receive confidential information and contest deficiencies determined by the Internal Revenue Service and/or any state and/or local taxing authority; to exercise any elections I may have under federal, state or local tax law; to allocate any generation-skipping tax exemption to which I am entitled, and generally to represent me or obtain professional representation for me in all tax matters and proceedings of all kinds and for all periods before all officers of the Internal Revenue Service and state and local authorities and in any and all courts; to engage, compensate and discharge attorneys, accountants and other tax and financial advisors and consultants to represent and/or assist me in connection with any and all tax matters involving or in any way related to me or any property in which I have or may have an interest or responsibility; and on my behalf to execute IRS Form 2848 and appoint my attorney-in-fact or any suitable person selected by my attorney-in-fact as my representative before the Internal Revenue Service.

#### **2.17 Power to Make Gifts**

To make unlimited gifts, outright or in trust, of my property to or for the benefit of such persons as, in the opinion of my attorney-in-fact, would be the donees I might choose, having in mind the resources, both public and private, available for my care after the making of such gifts, and having in mind the objective of preserving the largest amount of my property for my family as a whole. I expressly authorize my attorney-in-fact to make unlimited gifts to him or herself and hereby state that this grant of authority does not constitute self-dealing and is not a breach of my attorney-in-fact's fiduciary duties to me.

**2.18 Power to Revoke Gifts**

To revoke any gift of my property previously made by me or my Attorney-in-Fact.

**2.19 Power to Disclaim Gifts**

To disclaim any gift made to me, and to sign, execute, acknowledge and deliver any documents necessary to effectuate such disclaimer.

**2.20 Power with Respect to IRAs and Retirement Plans**

To make voluntary contributions to, transfer assets between, and withdraw amounts from any qualified retirement benefit plan or IRA; to waive spousal rights on any such plan or IRA; to make elections with respect to the timing, method and amounts of withdrawals, distributions and/or rollovers, methods of calculating minimum required distributions, and methods of distribution as a beneficiary of another's plan or IRA; and to take any other actions with respect to any such plan or IRA as I could take.

**2.21 Power with Respect to Insurance Policies and Annuities**

(a) To transfer the ownership and to change the beneficiary designation(s) on any and all of my life insurance policies and/or annuities to anyone, including my attorney-in-fact. My attorney-in-fact has the power to pursue any and all insurance claims on my behalf; and to transfer ownership of such policy or policies and/or annuities to my attorney-in-fact or a third party for such purposes, among others, as gifting for purposes of Medicaid or estate planning or for the creation of an irrevocable life insurance trust or the purchase of an annuity if my attorney-in-fact deems it appropriate. I expressly authorize these actions and hereby state that this grant of authority does not constitute self-dealing and is not a breach of my attorney-in-fact's fiduciary duties to me. My attorney-in-fact may purchase medical insurance and pay premiums required for me or any other person whom I am obligated to support for any reason. Generally, my attorney-in-fact may pursue any insurance claims of any nature and carry insurance of any kind and in any amounts as my attorney-in-fact shall deem appropriate to protect my estate and my family against any hazard or to protect me and my estate from any liability;

(b) To obtain, extend, increase, decrease or surrender insurance on my life or the life of anyone in whom I have an insurable interest, irrespective of whether or not I am owner of such a policy or policies; to pay all premiums, borrow against, or select any options under such policies; and

(c) To perform any transaction involving any annuities I may own. My attorney-in-fact's powers regarding my annuities include but are not limited to cashing out my annuities in whole or in part.

## **2.22 Power to Establish an Estate Plan**

To petition the Probate Court to establish an estate plan.

## **2.23 Elections and Disclaimers**

My Attorney-in-Fact shall have the power to make any statutory election on my behalf or renounce or disclaim any interest otherwise passing to me by testate or intestate succession, as a beneficiary named to receive any property interest upon the death of another, as a beneficiary under a trust, or as a recipient of an inter vivos transfer, including exercising or surrendering any right to revoke a revocable trust.

## **2.24 Power to Transfer Property to my Attorney-in-Fact**

Nothing contained herein shall be deemed to prevent my attorney-in-fact from transferring property to him or herself. My attorney-in-fact is authorized in its sole and absolute discretion, from time to time and at any time, with respect to any and all of my property and interests in property, real, personal, intangible and mixed, to transfer my property and interests in property, real, personal, intangible and mixed to him or herself, including, the authority to enter in any arrangement that might normally be considered self dealing, in my attorney-in-fact's discretion, on behalf of myself and between my attorney-in-fact, if such transfer, conveyance, arrangement or authority given under this Article, for example, preserves or protects my property from claims of creditors, carries out my testamentary disposition(s) or wishes or is financially beneficial to myself or my family.

## **2.25 Inclusion of Property in Other Person's Estate**

It is my intent that this document not be construed as a power of appointment that would cause inclusion of the value of any of my property in any other person's estate, other than my own, for estate tax purposes. If it would appear that this document would have the effect of causing the inclusion of my property in some other person's estate, then I direct my Attorney-in-Fact to act in such manner as to not cause this document to be construed as a general power of appointment and I authorize my Attorney-in-Fact, at his or her discretion, to petition a court having jurisdiction hereunder, to reform this document so as to avoid such results.

## **2.26 Power to Manage My Digital Assets**

My Agent has the authority to establish, access, modify, control, archive, transfer, and delete my digital assets that I own or have a license to use, now or in the future. Access to my digital assets includes the credentials, such as username and password, required to obtain access to the system, account, or secure area. Digital assets include my sent and received emails, email accounts, digital music, digital books, digital photographs, digital videos, gaming accounts, software licenses, social-network accounts, file-sharing accounts, financial accounts, banking accounts, domain registrations, Domain Name System (DNS) service accounts, blogs, listservs, web-hosting accounts, tax-preparation service accounts, online stores and auction sites, online accounts, and any similar digital

assets that currently exists or may be developed as technology advances. My digital assets may be stored on a server, the cloud, or on my own digital devices. My Agent may access, use, and control my digital devices in order to access, modify, control, archive, transfer, and delete my digital assets - this power is essential for access to my digital assets that are only accessible through my digital devices. Digital devices include desktops, laptops, tablets, peripherals, storage devices, mobile telephones, smartphones, and any similar hardware that currently exists or may be developed as technology advances. I intend for this authority to be interpreted as an authorization to my Agent under 18 U.S.C. §§ 2701-2712, 18 U.S.C. § 1030(a)(2), and any other federal or state statute that may be applicable to the disclosure of such electronic information, communication and records, for the purposes herein authorized.

### ARTICLE III **CARE AND CONTROL OF THE PERSON**

#### **3.00 Introduction, Care and Control of the Person**

My attorney-in-fact is authorized in my attorney-in-fact's sole and absolute discretion from time to time and at any time, with respect to the control and management of my person, as follows:

#### **3.01 Power to Provide for Principal's Support**

To do all acts necessary for maintaining my customary standard of living, to provide a place of residence by purchase, lease or other arrangement, or by payment of the operating costs of my existing place of residence, including interest, amortization payments, repairs and taxes, to provide normal domestic help for the operation of my household, to provide clothing, transportation, medicine, food and incidentals, and if necessary to make all necessary arrangements, contractual or otherwise, for me at any hospital, hospice, nursing home, convalescent home, assisted living facility or similar establishment, or in my own residence should I desire it, and to assure that all of my essential needs are provided for at such a facility or in my own residence, as the case may be.

#### **3.02 Power to Protect or Dispose of Property**

If in the judgment of my attorney-in-fact I will never be able to return to my place of residence from a hospital, hospice, nursing home, convalescent home, assisted living facility or similar establishment, to lease, sublease or assign my interest as lessee in any lease or protect or sell or otherwise dispose of my place of residence, investing the proceeds of any such sale as my attorney-in-fact deems appropriate, for such price and on such terms, conditions and security, if any, as my attorney-in-fact shall deem appropriate; and to store and safeguard or sell for such price and on such terms, conditions and security, if any, as my attorney-in-fact shall deem appropriate or otherwise dispose of any items of tangible personal property remaining in my place of residence which my attorney-in-fact believes I will never need again, and pay all costs thereof.

**3.03 Power to Provide for My Personal Care**

To make all decisions related to my personal care, including but not limited to, providing for my food and clothing, transportation, recreation, entertainment, and other activities of daily life.

**3.04 Power to Provide for Recreation and Travel**

To provide opportunities for me to engage in recreational and sports activities, including travel, as my health permits.

**3.05 Power to Provide for Spiritual or Religious Needs**

To provide for the presence and involvement of religious clergy or spiritual leaders in my care, provide them access to me at all times, maintain my memberships in religious or spiritual organizations or arrange for membership in such groups, and enhance my opportunities to derive comfort and spiritual satisfaction from such activities, including religious books, tapes and other materials.

**3.06 Power to 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.

**3.07 Power to 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 attorney-in-fact shall deem appropriate, if I have not previously done so myself.

**3.08 Power to Change Domicile**

To establish a new residency or domicile for me, from time to time and at any time, within or without the state, and within or without the United States, for such purposes as my attorney-in-fact shall deem appropriate, including but not limited to any purpose for which this instrument was created.

ARTICLE IV  
**INCIDENTAL POWERS**

**4.00 Introduction, Incidental Powers**

In connection with the exercise of the powers herein described, my attorney-in-fact is fully authorized and empowered to perform any acts and things and to execute and deliver any documents, instruments, and papers necessary, appropriate, incident or convenient to such exercise or exercises, including without limitation the following:



#### **4.01 Resort to Courts**

To seek on my behalf and at my expense:

(a) A declaratory judgement from any court of competent jurisdiction interpreting the validity of this instrument and any of the acts authorized by this instrument, but such declaratory judgement shall not be necessary in order for my attorney-in-fact to perform any act authorized by this instrument;

(b) A mandatory injunction requiring compliance with my attorney-in-fact's instructions by any person, organization, corporation or any governmental or other entity obligated to comply with instructions given by me; and

(c) Actual and punitive damages against any person, organization, corporation or other entity obligated to comply with instructions given by me who negligently or willfully fails or refuses to follow such instructions.

#### **4.02 Sign Documents and Incur Costs in Implementing the Attorney-in-Fact's Instructions**

To sign, execute, endorse, seal, acknowledge, deliver and file or record instruments and documents, including but not limited to contracts, agreements, and conveyance of real and personal property, instruments granting and perfecting security instruments and obligations, orders for the payment of money, receipts, releases, waivers, elections, vouchers, consents, satisfactions and certificates; in addition, any attorney-in-fact of mine who has the authority to incur costs on my behalf may render the bills for such costs to any attorney-in-fact of mine who has been granted the authority to pay such costs or to any trustee of any Revocable Living Trust of mine, or guardian, committee or conservator who has the authority to pay such costs and the recipient thereof (i.e., my attorney-in-fact with authority to pay or my trustee) shall promptly pay such costs.

#### **4.03 Power to do Miscellaneous Acts**

To open, read, respond to and direct my mail; to represent me before the U.S. Postal Service in all matters relating to mail services; to establish, cancel, continue or initiate my membership in organizations and associations of all kinds, to take and give or deny custody of all my important documents, including, but not limited to my will, codicils, trust agreements, deeds, leases, life insurance policies, contracts and securities and to disclose or refuse to disclose such documents; to obtain and release or deny information or records of all kinds relating to me, any interest of mine or to any person for whom I am responsible; to house or provide for housing, support and maintenance of any animals or other living creatures that I may own and to contract for and pay the expenses of their proper veterinary care and treatment; and if the care and maintenance of such animals or other living creatures shall become unreasonably expensive or burdensome in my attorney-in-fact's opinion, to irrevocably transfer such animals to some person or persons or organization willing to care and maintain them.

ARTICLE V  
**THIRD PARTY RELIANCE, DURABLE POWER FOR PROPERTY ONLY**

**5.00 Introduction, Third Party Reliance, Durable Power for Property Only**

For the purpose of inducing all persons, organizations, corporations and entities, including but not limited to any bank, broker, custodian, insurer, lender, transfer agent, taxing authority, governmental agency, or other party (all of whom will be referred to in this article as a "Person") to act in accordance with the instructions of my attorney-in-fact as authorized in this instrument, I hereby represent, warrant and agree that:

**5.01 Attorney-in-Fact Has Power to Act Alone**

The powers conferred on my attorney-in-fact by this instrument may be exercised by my attorney-in-fact alone, unless otherwise stated, and my attorney-in-fact's signature under the authority granted in this instrument 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 attorney-in-fact 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 of and bind me and my heirs, assigns, successors, and personal representatives.

**5.02 No Liability to Third Parties for Reliance on Attorney-in-Fact**

No person who relies in good faith upon the authority of my attorney-in-fact under this instrument shall incur any liability to me, my estate, my heirs, successors, or assigns. In addition, no person who acts in reliance upon any representations my attorney-in-fact may make as to (a) the fact that my attorney-in-fact's powers are then in effect; (b) the scope of my attorney-in-fact's authority granted under this instrument; (c) my competency at the time this instrument is executed; (d) the fact that this instrument has not been revoked; or (e) the fact that my attorney-in-fact continues to serve as my attorney-in-fact, shall incur any liability to me, my estate, my heirs, successors, or assigns for permitting my attorney-in-fact to exercise any such authority, nor shall any person who deals with my attorney-in-fact be responsible to determine or insure the proper application of funds or property. Any party dealing with any person named as attorney-in-fact (including any person named as alternate attorney-in-fact) may rely upon as conclusively correct an affidavit of such attorney-in-fact that (i) my attorney-in-fact's powers are then in effect, (ii) the action my attorney-in-fact desires to take is within the scope of my attorney-in-fact's authority granted under this instrument, (iii) I was competent at the time this instrument was executed, (iv) this instrument has not been revoked, and/or (v) my attorney-in-fact continues to serve as my attorney-in-fact.

**5.03 Alternate Attorney-in-Fact May Give Affidavit That He or She Currently Serves**

Any party dealing with any person named as alternate attorney-in-fact hereunder may rely upon as conclusively correct an affidavit of such attorney-in-fact that those person(s) named as prior attorney-in-fact's are no longer serving.

**5.04 Affidavits Given by Attorney-in-Fact Binds Principal's Heirs, Etc.**

No person who relies upon any affidavit that this instrument specifically authorized any act by my attorney-in-fact shall incur any liability to me, my estate, my heirs, successors, or assigns for permitting my attorney-in-fact to exercise any such authority, nor shall any person who deals with my attorney-in-fact be responsible to determine or insure the proper applications of funds or property.

**5.05 Authorization to Release Information to Attorney-in-Fact**

All persons from whom my attorney-in-fact may request information regarding me, my personal financial affairs or any information which I am entitled to receive are hereby authorized to provide such information to my attorney-in-fact without limitation and are released from any legal liability whatsoever to me, my estate, my heirs, successors, and assigns for complying with my attorney-in-fact's requests.

ARTICLE VI  
**ADMINISTRATIVE PROVISIONS**

**6.00 Introduction, Administrative Provisions**

The following provisions shall apply:

**6.01 Reimbursement of Attorney-in-Fact**

My attorney-in-fact shall be entitled to reimbursement for all reasonable costs and expenses actually incurred and paid by my attorney-in-fact on my behalf under any provision of this instrument.

**6.02 No Compensation**

My attorney-in-fact shall not be entitled to compensation for services hereunder.

**6.03 Revocation, Removal, Amendment and Resignation**

This instrument may be amended or revoked by me, and my attorney-in-fact may be removed by me at any time by the execution by me of a written instrument of revocation, amendment, or removal delivered to my attorney-in-fact. If this instrument has been recorded in the public records, then the instrument of revocation, amendment or removal shall be filed or recorded in the same public records. My attorney-in-fact 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 care and custody of me.

#### **6.04 Indemnification**

Notwithstanding paragraph 6.03 above, in order to induce any third party to act hereunder, I hereby agree that any third party receiving a duly executed copy or facsimile of this power of attorney may act hereunder, and that revocation or termination hereof shall be ineffective as to such third party unless and until actual notice or knowledge of such revocation or termination shall have been received by such third party. I, for myself and my heirs, executors, legal representatives and assigns, hereby agree to indemnify and hold harmless any such third party from and against any and all claims that may arise against such third party by reason of reliance upon the provisions of this power of attorney.

#### **6.05 Photocopies**

My attorney-in-fact is authorized to make photocopies of this instrument as frequently and in such quantity as my attorney-in-fact shall deem appropriate. Each photocopy shall have the same force and effect as the original.

#### **6.06 Binding effect**

This instrument and actions taken by my attorney-in-fact properly authorized hereunder shall be binding upon me, my heirs, successors, assigns, executors, and administrators.

**Notice to the Principal:** As the "Principal," you are using this Durable Power of Attorney to grant power to another person (called the "Agent") to make decisions about your money and property and to use it on your behalf. The powers granted to the Agent are broad and sweeping. Your Agent will have the power to sell or otherwise dispose of your property and spend your money without advance notice to you or approval by you. Under this document, your Agent will continue to have these powers after you become incapacitated and you may also choose to authorize your Agent to use these powers before you become incapacitated. You have the right to revoke or take back this Durable Power of Attorney at any time as long as you are of sound mind. If there is anything about this form that you do not understand, you should ask a lawyer to explain it to you.

**Notice to the Agent:** As the "Agent" or "Attorney-in-Fact," you are given power under this Durable Power of Attorney to make decisions about the money and property belonging to the Principal and to spend it on that person's behalf. This Durable Power of Attorney is only valid if the Principal is of sound mind when the Principal signs it. As the Agent, you are under a duty (called a "fiduciary duty") to observe the standards observed by a prudent person dealing with the property of another. As the Agent, you are not entitled to use the money for your own benefit or to make gifts to yourself or others unless the Durable Power of Attorney specifically gives you the authority to do so. As the Agent, your authority under this form will end when the Principal dies and you will not have the authority to administer the estate unless you are named in the Principal's will. If you violate your fiduciary duty under this Durable Power of Attorney, you may be liable for damages and may be subject to criminal prosecution. If there is anything about this form or your duties under it that you do not understand, you should ask a lawyer to explain it to you.

THIS IS A DURABLE POWER OF ATTORNEY AND THE AUTHORITY OF MY ATTORNEY-IN-FACT, WHEN EFFECTIVE, SHALL NOT TERMINATE OR BE VOID OR VOIDABLE IF I AM OR BECOME DISABLED OR INCAPACITATED OR IN THE EVENT OF LATER UNCERTAINTY AS TO WHETHER I AM DEAD OR ALIVE.

IN WITNESS WHEREOF, I have executed this power of attorney this date, September 19, 2019.

Viola L. Stowers  
Viola L. Stowers

WITNESSES

ADDRESSES

Traci D. McCabe  
(signature 1<sup>st</sup> witness)

Address 9225 Indian Creek Parkway, Suite 1100

TRACI D. McCABE  
(print name 1<sup>st</sup> witness)

City, State Zip Overland Park, KS 66210

Jana Hennessey  
(signature 2<sup>nd</sup> witness)

Address 9225 Indian Creek Parkway, Suite 1100

Jana Hennessey  
(print name 2<sup>nd</sup> witness)

City, State Zip Overland Park, KS 66210

STATE OF Kansas )  
COUNTY OF Johnson )ss:

BE IT REMEMBERED, that on this day, September 19, 2019, before me, a Notary Public, in and for said County and State, came **Viola L. Stowers** and witnesses, to me personally known to be the same natural person(s) who executed the foregoing instrument, and duly acknowledged the same as a free and voluntary act and deed.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal in the County and State aforesaid, on the day and year last above written.

Ken Herring  
Notary Public

My commission expires:

