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POWER ATTY  
RECORDING FEES

\$25.00

PRESENTED & RECORDED:

10-03-2024 10:17:38 AM

**BK: RB 21544**

ANGIE M BRYANT  
CLERK OF COURT

**PG: 315 - 325**

YORK COUNTY, SC  
BY: REGINA PRUITT CLERK

**GENERAL DURABLE POWER OF ATTORNEY  
FOR  
THOMAS BENJAMIN HUDGINS III**

**This Power of Attorney hereby revokes all other general durable powers of attorney  
previously executed by Thomas Benjamin Hudgins III.**

**After recording please return to:**

**Mack & Mack, Attorneys**

**P.O. Box 128**

**Fort Mill, South Carolina 29716**

**RB BK 21544 PG 315**

STATE OF SOUTH CAROLINA )  
 )  
COUNTY OF YORK )

**POWER OF ATTORNEY**

**KNOW ALL MEN BY THESE PRESENTS** that as principal, I, **THOMAS BENJAMIN HUDGINS III**, a resident of the state and county aforesaid, have made, constituted and appointed and by these presents do make, constitute and appoint **MELISSA TOMLIN HUDGINS** my true and lawful agent/attorney for the purposes set forth herein. In the event my primary agent/attorney is unable or unwilling to serve in said capacity I make, constitute and appoint **ASHLEY HUDGINS CRUMP** my true and lawful first successor agent/attorney for the purposes hereinafter set forth. In the event my first successor agent/attorney is unable or unwilling to serve in said capacity I make, constitute and appoint **MEREDITH MONTGOMERY HUDGINS** my true and lawful second successor agent/attorney for the purposes hereinafter set forth.

If I have appointed my spouse to serve as my agent or attorney in fact, my spouse shall be deemed to have predeceased me as of the date of the filing of any legal action for divorce, annulment, separation or dissolution of our marriage, and shall not be eligible or entitled to serve as my agent from that date forward.

**ARTICLE I**

**Empowerment of Agent/Attorney**

Agent/Attorney is authorized in Agent/Attorney's absolute discretion from time to time and at any time with respect to my property, real or personal, at any time owned or held by me and without authorization of any court and in addition to any other rights, powers or authority granted by any other provision of this power of attorney or by statute or general rules of law (and regardless of whether I am mentally incompetent or physically or mentally disabled or incapable of managing my property and income), with full power of substitution, as follows:

**A. Powers In General**

To do and perform all and every act, deed, matter, and thing whatsoever in and about my estate, property and affairs as fully and effectually to all intents and purposes as I might or could do in my own proper person, if personally present, the specifically enumerated powers and described below being in aid and exemplification of the full, complete, and general powers herein granted and not in limitation or definition thereof.

**B. Powers Relating to Management of Assets**

The following powers shall apply to my real property, my tangible personal property, my bank and other financial institution accounts, my stocks, bonds and security accounts, my commodities, my life insurance policies and products, my retirement plans and annuities, any claims or litigation to which I am involved, operation of any business for which I have an interest, and all matters related to my taxes and any other governmental programs, even if this document does not specifically reference these type of transactions.

1. **Real Estate Matters:** To buy, receive, lease as lessor or as lessee, accept or otherwise acquire; to sell, convey, mortgage, grant options upon, hypothecate, pledge, transfer, exchange, quit-claim, or otherwise encumber or dispose of; or to contract or agree for the acquisition, disposal, or encumbrance of any property whatsoever or any custody, possession, interest, or right therein, for cash or credit and upon such terms, considerations and conditions as Agent/Attorney shall think proper, and no person dealing with Agent/Attorney shall be bound to see to the application of any monies paid;

To take, hold, possess, invest or otherwise manage any or all of my property or any interest therein; to eject, remove or relieve tenants or other persons from, and recover possession of, such property by all lawful means; and to maintain, protect, preserve, insure, remove, store, transport, repair, build on, raze, rebuild, alter, modify, or improve the same or any part thereof, and/or to lease any property, real or personal for me or my benefit, as lessee, with or without option to renew; to collect, receive and receipt for rents, issues and profits of my property;

To make, enforce, accept, receive, sign, seal, execute, acknowledge, and deliver deeds, assignments, agreements, certificates, endorsements, hypothecations, checks, notes, mortgages, vouchers, receipts, consents, waivers, releases, undertakings, satisfactions, acknowledgments and such other documents or instruments in writing of whatever kind and nature as may be necessary, convenient, or proper in the premises;

To subdivide, develop or dedicate real property to public use or to make or obtain the vacation of plats and adjust boundaries, to adjust differences in valuation on exchange or partition by giving or receiving consideration, and to dedicate easements to public use without consideration;

To invest and reinvest all or any part of my property in any property and undivided interests in property, wherever located, including bonds, debentures, notes, secured or unsecured, stocks of corporations regardless of class, interests in limited partnerships, real estate or any interest in real estate, whether or not productive at the time of investment, interests in trusts, investment trusts, whether of the open and/or closed fund types, and participation in common, collective or pooled trust funds or annuity contracts without being limited by any statute or rule of law concerning investments by fiduciaries;

2. **Bank Accounts and Other Financial Institution Accounts:** To empower my Agent/Attorney to establish, open or close accounts, deposit, withdraw, negotiate, transfer, hypothecate, borrow, dispose of, or in any other manner manage my money, funds or liquid assets that are currently or hereafter contained or deposited in any checking account, share account,

savings account, certificate of deposit, individual retirement account, money market account, brokerage account, 401(k) or similar retirement account or in any account, known by any name or kind, in any financial institution, bank, credit union, brokerage firm or any other financial institution. To empower my attorney or agent to have each and every right I have or may have to access and manage these accounts in my stead. The power granted to my agent or attorney shall specifically apply to any accounts I have or may have with any financial institution.

To empower my Agent/Attorney to open a new safe deposit box, access any existing safe deposit containing my property and withdraw or add to its contents, or to close a safe deposit box.

To empower my Agent/Attorney to receive bank statements, notices or similar documents from any financial institution, and act with respect to them.

To apply for and receive letters of credit, travelers checks, credit cards from any financial institution.

To empower my Agent/Attorney to access, view and make use of my financial, social media and other accounts via the internet or other private or public network and to access, view and transfer any or all of my data, in any format, including digital or electronic data, on my behalf.

As it relates to retirement accounts, to empower my Agent/Attorney to select payment options, make voluntary contributions to retirement plans, exercise investment powers available under my self-directed retirement plan, execute rollover and other transfers and if allowable, to borrow from, sell assets to and purchase assets from my retirement plans or annuities.

3. **Business Matters**; To continue and operate any business owned by me and to do any and all things deemed needful or appropriate by Agent/Attorney, including the power to incorporate the business and to put additional capital into the business, for such time as Attorney shall deem advisable, without liability for loss Agent/Attorney's own negligence; and to terminate, reduce, close out, liquidate, or sell the business, or any interest therein, at such time and upon such terms as Attorney shall deem best;

To transfer all of my stock and/or securities to my Agent/Attorney, as agent (with the beneficial ownership thereof remaining in me) if necessary or convenient in order to exercise the powers with respect to such stock and/or securities granted herein;

To sell or exercise stock subscription or conversion rights;

To refrain from voting or to vote shares of stock owned by me at shareholders' meeting in person or by special, limited, or general proxy and in general to exercise all the rights, powers and privileges of an owner in respect to any securities constituting my property;

To participate in any plan of reorganization or consolidation or merger involving any company or companies with respect to stock or other securities which I own and to deposit such stock or other securities under any plan of reorganization or with any protective committee and any assessments levied under any such plan, to accept and retain new securities received by Attorney

pursuant to any such plan, to exercise all conversion, subscription, voting and other rights, of whatsoever nature pertaining to such property, and to pay any amounts of money as Attorney may deem advisable in connection therewith;

4. **Stocks, Bonds and Securities:** To negotiate, buy or sell any negotiable instruments, mutual funds, securities or bonds, whether said funds were in existence at the time of the execution of this Power of Attorney. My Agent/Attorney may exercise voting rights with respect to any negotiable instruments, mutual funds, securities or bonds, in person or by proxy, enter into voting trusts and consent to limitations on the right to vote.

5. **Claims or Litigation:** To institute, prosecute, defend, abandon, compromise, arbitrate, and dispose of issues related to legal, equitable, or administrative hearings, actions, suits, attachments, arrests, distresses or other proceedings, or otherwise engage in litigation involving me, my property or any interest of mine; my agent may employ the services of any professionals related to these matters including but not limited to attorneys, certified public accountants, expert witnesses and the like.

To enter into mediation or arbitration, propose or accept compromise or settle in legal matter.

To act for me with respect to any voluntary or involuntary bankruptcy or insolvency proceeding for which I am involved, either as the petitioner or creditor and my agent may pay any judgment against me, and receive and conserve money or other property paid in settlement of any claim or litigation.

6. **Insurance Matters and Products:** To insure my property, whether real or personal, against damage or loss and Agent/Attorney against liability with respect to third persons.

To purchase, invest in, exchange, surrender, pledge, liquidate, borrow against any life insurance policy, annuity or other insurance product.

7. **Gifting:** To make gifts, grants or other transfers of property, real, personal or mixed, to any individual, corporation or other entity, without consideration, either outright or in trust, for any beneficial estate planning purpose, for my benefit, the benefit of my spouse and/or my children, or to any charitable endeavor. These gifts may be for the purposes of educational expenses, medical expenses, forgiveness of debt, charitable pledges made by me.

My Agent/Attorney may, but shall not be required to, take into consideration the income tax consequences of making any gift of any property, including issues related to cost basis, income taxes effects and gift tax effects.

My Agent/Attorney shall have the sole discretion to determine whether and to what extent to make any gifts. Nothing contained herein shall require my Agent/Attorney to make any

gifts and my Agent/Attorney shall not be liable to any person for failing to make any gifts or for any manner in which gifts are made.

8. **Tax Matters:** To empower my Agent/Attorney to prepare, execute and file any tax returns, including federal, state, local and foreign income, gift, payroll, FICA returns, claims for refunds, requests for extensions to file or pay and any other tax related documents.

To empower my Attorney to pay taxes when due, collect refunds, post bonds, receive confidential information, exercise any elections I may have under federal, state, local or foreign tax laws and act for me in any other manner related to any taxing authority, including the Internal Revenue Service.

9. **Trust Matters:** To empower my Attorney/Agent to act in my stead and perform all acts and duties I may be granted as a Trustee or Co-Trustee of any trust for which I have been appointed a trustee, whether it be a trust for my benefit or for the benefit of another.

10. **Digital Assets and Accounts.** My Agent/Attorney may take any action (including, without limitation, changing a terms of service agreement or other governing instrument) with respect to any Digital Assets and Digital Accounts held as part of any trust hereunder/my Estate (whether by explicit transfer or by general assignment) as the Agent/Attorney shall deem appropriate, and as shall be permitted under applicable state and Federal law. My Agent/Attorney may engage experts or consultants or any other third party, and may delegate authority to such experts, consultants or third party, as necessary or appropriate to effectuate such actions with respect to the Digital Assets or Digital Accounts, including, but not limited to, such authority as may be necessary or appropriate to decrypt electronically stored information, or to bypass, reset or recover any password or other kind of authentication or authorization. This authority is intended to constitute "lawful consent" to a service provider to divulge the contents of any communication under The Stored Communications Act (currently codified as 18 U.S.C. §§ 2701 et seq.) and the South Carolina Uniform Fiduciary Access to Digital Asset Act, to the extent that such lawful consent is required and my Agent/Attorney acting hereunder shall be an authorized user for purposes of applicable computer-fraud and unauthorized-computer-access laws. The authority granted under this paragraph is intended to provide my Agent/Attorney with full authority (including related to the content of electronic communications) to access and manage any Digital Assets and Digital Accounts held as part of any trust hereunder/my Estate, to the extent permitted under applicable state and Federal law and shall not limit any authority granted to my Agent/Attorney under such laws.

Definition of Digital Assets, Accounts and Devices. The following definitions and descriptions shall apply to the authority of my Agent/Attorney with respect to the Digital Assets and Accounts held hereunder:

1. "Digital Assets" shall include files created, generated, sent, communicated, shared, received, or stored on a Digital Device, regardless of the ownership of the physical device upon which the digital item was created, generated, sent, communicated, shared, received or stored (which underlying physical device shall not be a "Digital Asset" for purposes of this Agreement)

2. A "Digital Device" is an electronic device that can create, generate, send, share, communicate, receive, store, display, or process information, including, without limitation, desktops, laptops, tablets, peripherals, storage devices, mobile telephones, smart phones, cameras, electronic reading devices and any similar digital device which currently exists or may exist as technology develops or such comparable items as technology develops.

3. "Digital Account" means an electronic system for creating, generating, sending, sharing, communicating, receiving, storing, displaying, or processing information which provides access to a Digital Asset stored on a Digital Device, regardless of the ownership of such Digital Device.

4. For the purpose of illustration, and without limitation, Digital Assets and Digital Accounts shall include email and email accounts, social network content and accounts, social media content and accounts, text, documents, digital photographs, digital videos, software, software licenses, computer programs, computer source codes, databases, file sharing accounts, financial accounts, health insurance records and accounts, health care records and accounts, domain registrations, DNS service accounts, web hosting accounts, tax preparation service accounts, online store accounts and affiliate programs and other online accounts which currently exist or may exist as technology develops, or such comparable items and accounts as technology develops, including any words, characters, codes, or contractual rights necessary to access such items and accounts.

### **Powers Relating to Custody of Person**

1. In general, and in addition to all the specific acts in this section enumerated, to do any other act or acts, which I can do through an agent, for the welfare of my spouse, children and/or dependents or for the preservation and maintenance of my other personal relationships to relatives, friends and organizations;

2. To do all acts necessary for maintaining my customary standard of living and that of my spouse, children, and/or dependents of mine, including by way of illustration and not by way of restriction, power to provide living quarters by purchase, lease or by other contract, or by payment of the operating costs, including interest, amortization payments, repairs and taxes, of premises owned by me and occupied by my family and/or dependents and me, to provide usual educational facilities, and to provide funds for all my current living costs as well as those of my spouse, children and/or dependents, including, among other things, shelter, clothing, food and incidentals; and if necessary to make all necessary arrangements, contractual or otherwise, for me at any hospital, nursing home, convalescent home or similar establishment;

3. To continue whatever provision has been made by me, prior to the creation of this power or thereafter, for me, my spouse, children and/or dependents, with respect to automobiles, or other means of transportation, including by way of illustration but not by way of restriction, power to license, to insure and to replace any automobiles owned by me and customarily used by me and/or my spouse, children and/or dependents; to apply for a Certificate of Title upon, and endorse and transfer title thereto, any automobile, truck, pickup, van, motorcycle or other motor vehicle, and to represent in such transfer assignment that the title to said motor vehicle is free and clear of all liens and encumbrances except those specifically set forth in such transfer assignment;

4. To continue whatever charge accounts have been operated by me prior to the creation of this power or thereafter, for my convenience as well as that of my spouse, children and/or dependents, to open such new accounts as Agent/Attorney shall think to be desirable for the accomplishment of any of the purposes enumerated in this section, and to pay the items charged on such accounts by any person authorized or permitted by me to make such charges prior to the creation of this Power.

## ARTICLE II

### **Termination, Amendment, Resignation and Removal**

#### **A. Power not Affected by Principal's Incapacity**

This power of attorney shall not be affected by physical disability or mental incompetence of the principal which renders the principal incapable of managing his own estate. It is my intent that the authority conferred herein shall be exercisable notwithstanding my physical disability or mental incompetence.

#### **B. Termination and Amendment**

This power of attorney shall remain in full force and effect until the earlier of the following events: (i) Agent/Attorney has resigned as provided herein; (ii) I have revoked this power of attorney by written instrument recorded in the public records of the county aforesaid, or (iii) a committee shall have been appointed for me by a court of competent jurisdiction. This power of attorney may be amended by me at any time and from time to time but such amendment shall not be effective as to third persons dealing with Attorney without notice of such amendment unless such amendment shall have been recorded in the public records of the county aforesaid.

#### **C. Resignation**

In the event that Agent/Attorney shall become unable or unwilling to serve or continue to serve, then Agent/Attorney may resign by delivering to me in writing a copy of his resignation and recording the original in the public records of the county aforesaid. Upon such resignation and recording, Attorney shall thereupon be divested of all authority under this power of attorney.



D. **Removal**

Any person named herein as Agent/Attorney may be removed by written instrument executed by me and recorded in the public records of the county aforesaid.

**ARTICLE III**

**Incidental Powers and Binding Effect**

In connection with the exercise of the powers herein described, Agent/Attorney is fully authorized and empowered to perform any other acts or things necessary, appropriate, or incidental thereto, with the same validity and effect as if I were personally present, competent, and personally exercised the powers myself. All acts lawfully done by Attorney hereunder during any period of my disability or mental incompetence shall have the same effect and inure to the benefit of and bind me and my heirs, devisees, legatees and personal representatives as if I were mentally competent and not disabled. The powers herein conferred may be exercised by Agent/Attorney alone and the signature or act of Agent/Attorney on my behalf may be accepted by third persons as fully authorized by me and with the same force and effect as if done under my hand and seal and as if I were present in person, acting on my own behalf and competent.

1. **Reliance on the Power of Attorney by Third Parties:** No person who may act in reliance upon the representations of Agent/Attorney for the scope of authority granted to Agent/Attorney shall incur any liability to me or to my estate as result of permitting Agent/Attorney to exercise any power, nor shall any person dealing with Attorney be responsible to determine or insure the proper application of funds or property.

All third parties from whom my Agent/Attorney may request information regarding my financial affairs, personal affairs or my physical or mental health, including medical, dental or hospital records, are hereby authorized to provide such information to my Agent/Attorney without limitation and are released from any legal liability whatsoever to me, my estate, my heirs, successors or assigns for complying with those requests.

**ARTICLE IV**

**Miscellaneous**

A. **Exculpation**

Agent/Attorney, Agent/Attorney's heirs, successors and assigns are hereby released and forever discharged from any and all liability upon any claim or demand of any nature whatsoever by me, my heirs or assigns, the beneficiaries under my will or under any trust which I have created or shall hereafter create or any person whomsoever on account of any failure to act of Agent/Attorney pursuant to this power of attorney.

B. Definitions

Whenever the word "Attorney", "Agent" or "Principal" or any modifying or substituted pronoun therefore is used in this power of attorney, such words and respective pronouns shall be held and taken to include both the singular and the plural, the masculine, feminine and neuter gender thereof. Additionally, any reference to "Attorney" shall be a reference to the "Agent" appointed hereunder.

C. Severability

If any part of any provision of this power of attorney shall be invalid or unenforceable under applicable law, said part shall be ineffective to the extent of such invalidity only, without in any way affecting the remaining parts of said provision or the remaining provisions of this power of attorney.

D. Compensation

Agent/Attorney shall be entitled to reimbursement for all reasonable costs and expenses actually incurred and paid by Agent/Attorney on my behalf pursuant to any provision of this power of attorney, but Agent/Attorney shall not be entitled to compensation for services rendered hereunder.


E. Restrictions

Notwithstanding any provision herein to the contrary, Agent/Attorney shall not satisfy the legal obligations of Agent/Attorney out of any property subject to this power of attorney, nor may Agent/Attorney exercise this power in favor of Agent/Attorney, Agent/Attorney's estate, Agent/Attorney's creditors or the creditors of Agent/Attorney's estate, unless, however, the Agent/Attorney is the Principal's spouse.

F. Copies

Persons dealing with my Agent/Attorney may fully rely on a copy of this power of attorney.

IN WITNESS WHEREOF, as Principal, I have executed this power of attorney as of this 20<sup>th</sup> day of September, 2024, in multiple counterpart originals and I have directed that photographic copies of this power be made which shall have the same force and effect as an original.

  
\_\_\_\_\_[SEAL]  
THOMAS BENJAMIN HUDGINS III

STATE OF SOUTH CAROLINA )

)

ATTESTATION

COUNTY OF YORK )

The foregoing power of attorney was this 20<sup>th</sup> day of September, 2024, signed, sealed, published and declared by the Principal as the Principal's appointment and empowerment of an attorney-in-fact, in the presence of us who at the Principal's request and in the Principal's presence and in the presence of each other, have hereunto subscribed our names as witnesses hereto.

Leresa L Couley of Rockettville SC  
[Signature] of Fow Mill SC

STATE OF SOUTH CAROLINA )

)

PROBATE

COUNTY OF YORK )

Personally appeared before me a witness and made oath that he/she saw the within named **THOMAS BENJAMIN HUDGINS III**, sign, seal and as his/her act and deed deliver the within written Power of Attorney for the uses and purposes therein mentioned, and that he/she, with the other witness witnessed the execution thereof.

Leresa L Couley

SWORN to before me this  
20<sup>th</sup> day of September, 2024.

Notary Public for South Carolina  
My Commission Expires: 8/1/2029

