

proper person, if personally present, the specifically enumerated powers described below being in aid and exemplification of the full, complete, and general power herein granted and not in limitation or definition thereof.

§B. Powers Relating to Management of Assets

1. To buy, receive, lease as lessor, 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 Attorney shall think proper, and no person dealing with Attorney shall be bound to see to the application of any monies paid;

2. 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;

3. To make, endorse, 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;

4. 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;

5. 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;

6. To continue and operate any business owned by me and to do any and all things deemed needful or appropriate by 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 resulting from the continuance or operation of the business except for Attorney's own negligence; and to close out, liquidate, or sell the business at such time and upon such terms as Attorney shall deem best;

7. To transfer all of my stock and/or securities to my 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;

8. To sell or exercise stock subscription or conversion rights;

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

10. 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 to delegate to such committee discretionary power with relation thereto, to pay a proportionate part of the expenses of such 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 amount or amounts of money as Attorney may deem advisable in connection therewith;

11. To institute, prosecute, defend, abandon, compromise, arbitrate, and dispose of 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;

12. To deal with Attorney in Attorney's individual, or any fiduciary, capacity, in buying and selling assets, in lending and borrowing money, and in all other transactions, irrespective of the occupancy by the same person of dual positions;

13. To insure my property against damage or loss and Attorney against liability with respect to third persons;

14. To create, amend, revoke, or terminate revocable and irrevocable trusts for my benefit or that benefit of my spouse, if any, and to execute such agreements, declarations, amendments or other instruments for such purpose, and to make transfers of my property, real, personal, or tangible, as may be necessary in the discretion of my Attorney in carrying out the purposes of such trust. Notwithstanding the foregoing, my Attorney shall not create any such trust which has dispositive provisions which are contrary to my estate plan existing at such time as expressed in my last will and testament;

15. Notwithstanding, S.C. Code §62-8-217, my Attorney is authorized to make gifts of any kind and in any amount to, or for the benefit of my spouse, if any, and shall be further authorized to make such gifts, grants or other transfers without consideration either outright or in trust, including the forgiveness of indebtedness, as hereinafter described:

a. Gifts made by my Attorney may be made that qualify for treatment under I.R.C. §2503(b), with or without spousal gift splitting.

b. Gifts made by my Attorney may be made for educational purposes as described in I.R.C. §2503(e)(2)(A) and in such a way as to not be subject to the federal gift tax.

c. Gifts made by my Attorney may be made for medical expenses as described in I.R.C. §2503(e)(2)(B) and in such a way as to not be subject to the federal gift tax.

d. Gifts made by my Attorney may be made in amounts exceeding the annual exclusion amount provided in I.R.C. §2503(b) where advisable, upon the advice of any attorney or accountant or other tax professional, for purposes of avoiding or reducing any estate, gift, generation skipping, income, capital gains, or other tax obligation;

e. Gifts made by my Attorney may be made for the purpose of qualification for government benefits, including but not limited to Medicaid and Supplemental Security Income (SSI) and my Attorney is empowered to make such gifts in advance of application for such benefits as a part of a plan intended to render me qualified for such government benefits in the future;

f. In connection with tax procedures occasioned by gifts made by my Attorney on my behalf or gifts as to which I may consent, my Attorney is authorized and directed, at my expense, to cause federal and local gift tax and generation skipping transfer tax returns to be prepared and filed on my behalf, if necessary, and to pay any tax shown to be due. If my Attorney shall make a gift to a descendant of mine under subparagraph a. above, including to my Attorney, my Attorney shall also simultaneously make a descendant who is a member of the generation receiving the gifts is then deceased, but has issue then living, then the gift that would have been made to the deceased descendant, had such descendant been living at the time of the gift, instead shall be made to such deceased descendant's then living issue, per stirpes. I specifically authorize gifts under this power of attorney to my Attorney;

16. To create or change rights of survivorship in real and personal property to the extent consistent with my estate plan existing at the time and where such is advisable as a means of wealth or asset protection;

17. To exercise, refuse to exercise or disclaim any power of appointment whether in favor of me or other persons or entities to the extent consistent with my estate plan existing at the time;

18. To disclaim, for purposes of I.R.C. §2518, any property or interest therein or portions thereof if advisable as a matter of estate tax planning;

19. To create or change beneficiary designations to such persons, entities or fiduciaries as may be consistent with my estate plan existing at the time;

20. To waive the principal's right to receive payments of a joint and survivor annuity, including a survivor benefit under a retirement plan;

21. To reject, renounce, disclaim, release or consent to a reduction in or modification of a share in or payment from an estate, trust, or other beneficial interest;

22. To buy, sell, exchange, assign, settle, exercise and otherwise deal in any manner with commodity futures contracts and call or put options on stocks or stock indexes traded on a regulated exchange, and establish, continue, modify, and terminate any option contracts;

23. To access communications, electronic or otherwise, intended for, and communicate on behalf of the Principal, access the Principal's files electronically, and obtain the principal's user names and passwords to all and every electronic or internet account belonging to or in the name of the Principal.

24. To create trusts, revocable or irrevocable, for my benefit during my life to the extent consistent with my estate plan existing at the time and where such is advisable as a means of wealth or asset protection.

§C. Additional Powers Including Those Relating to Others

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, if any, 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, if any, 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 normal domestic help for the operation of the household, to provide usual vacations and usual travel expenses, to provide usual educational facilities, and to provide funds for all my current living costs as well as those of my spouse, if any, 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, if any, 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, if any, 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, if any, and/or dependents, to open such new accounts as 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;

5. To continue the discharge of any services or duties assumed by me prior to the creation of this power or thereafter, to any relative or friend of mine;

6. To supervise, compromise, enforce, arbitrate, defend or settle any claim by or against me arising out of property damages or personal injuries suffered by or caused by me, or under such circumstances that the loss resulting therefrom will, or may fall on me; or to intervene in any action or proceeding relation thereto;

7. To continue payments incidental to my membership or affiliation in any church, club, society, order or other organization or to continue contributions thereto;

8. To demand, to receive, to obtain by action, proceeding or otherwise any money or other thing of value to which I am or may become or may claim to be entitled as salary, wages, commission or other distribution upon any stock, or as interest or principal upon any indebtedness, or any periodic distribution of profits from any partnership or business in which I have or claim an interest, and to endorse, collect or otherwise realize upon any instrument for the payment so received;

9. To prepare, to execute and to file all joint or separate tax, social security, unemployment insurance and information returns for any years required by the laws of the United States, or of any state or subdivision thereof, or of any foreign government, to prepare, to execute and to file all other papers and instruments which Attorney shall think to be desirable or necessary for safeguarding me against excess or illegal taxation or against penalties imposed for claimed violation of any law or other governmental regulation, and to pay, to compromise or to contest or to apply for refunds in connection with any taxes or assessments for which I am or may be liable, to consent to any gift for gift tax purposes and to utilize any

gift splitting provision, or to make any tax election, to act as my agent before the Internal Revenue Service with respect to my federal income taxes for the calendar years 1950-2050, inclusive;

10. To execute, to acknowledge, to verify, to seal, to file and to deliver any application, consent, petition, notice, release, waiver, agreement or other instrument which Attorney may think useful for the accomplishment of any of the purposes enumerated in this section;

11. To hire, to discharge, and to compensate any attorney, accountant, expert witness or other assistant or assistants where Attorney shall think such action to be desirable for the proper execution by Attorney of any of the powers described in this section, and for the keeping of needed records thereof;

12. To employ and compensate medical personnel including physicians, surgeons, dentists, medical specialists, nurses, and paramedical assistants deemed by Attorney needful for the proper care, custody and control of my person and to do so without liability for any neglect, omission, misconduct or the fault of any such physician or other medical personnel, provided such physician or other medical personnel were selected and retained with reasonable care, and to dismiss any such persons at any time, with or without cause;

13. To authorize the giving and/or withholding of any and all kinds of medical procedures and treatment including but not limited to medication, therapy, surgical procedures, and dental care, and to consent to all such treatment, withholding of treatment, medication or procedures where such consent is required; to obtain the use of medical equipment, devices or other equipment and devices deemed by Attorney needful for proper care, custody and control of my person and to do so without liability for any neglect, omission, misconduct or fault with respect to such medical treatment or other matters authorized herein;

14. To apply for, elect, receive deposit and utilize on my behalf all benefits payable by any governmental body or agency, state, federal, county, city or other and to obtain, make claim upon, collect and dispose of insurance and insurance proceeds for my care, custody and control;

15. To house (or provide for housing), support and maintain any animals which I own and to contract for and pay the expenses of proper veterinary care and treatment for such animals, or if the care and maintenance of such animals shall become unreasonably expensive in Attorney's opinion to dispose of such animals;

16. To deposit in my name and for my account, with any bank, banker or trust company or any building or savings and loan association or any other banking or similar institution, all monies to which I am entitled or which may come into Attorney's hands as such attorney-in-fact, and all bills of exchange, drafts, checks, promissory notes and other securities for money payable belonging to me, and for the purpose to sign my name and endorse each and every such instrument for deposit or collection; and from time to time, or at any time, to withdraw any or all monies deposited to my credit at any bank, banker or trust company or any building or savings and loan association or any other banking or similar institution having moneys belonging to me, and, in connection therewith, to draw checks or to make withdrawals in my name; to make, do, execute, acknowledge and deliver, for and upon my behalf and in my name, all such checks, notes and contracts; to change the name on any account or asset of mine located at or held by any bank, savings and loan or similar institution;

17. To endorse, receive, deposit and/or collect checks payable to my order drawn on the Treasurer or other fiscal officer or depository of the United States, or any sovereign state or authority, or any political subdivision or instrumentally thereof, or any private person, firm, corporation, or partnership;

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

19. To borrow money and to encumber, mortgage or pledge any and all of my property in connection with the exercise of any power vested in Attorney;

20. To purchase for my benefit and in my behalf United States Government bonds redeemable at par in payment to United States Estate taxes imposed at my death upon my estate;

21. In the case of my disability, to carry out the duties of any fiduciary office (other than as trustee of any revocable trust established by me) which I may hold only for such time as may be necessary to secure any assets in my hands for delivery or transfer to a successor fiduciary. My Attorney is directed to take all actions necessary or advisable to cause a successor fiduciary to be appointed and thereafter seek my exoneration or release from such fiduciary office or duties as soon as practically possible. My Attorney is specifically authorized to execute and deliver any and all documents necessary to carry out the purposes of this paragraph, including any resignations, petitions before the probate court, transfer orders, withdrawals, assignments or other such instruments.

22. To make advance arrangements for funeral services, including but not limited to purchase of a burial plot and marker and such other and related arrangements for services, flowers, ministerial services, transportation and other necessary, related, convenient or appropriate goods and services as my Attorney shall deem advisable or appropriate under the circumstances.

23. Except as may be otherwise provided or modified herein, my Attorney shall further have all authority set forth in S.C. Code §§ 62-8-204 through 62-8-217, as may be amended from time to time; said code sections being incorporated herein by reference.

§D Third Party Acceptance

No person who may act in reliance upon the representation of my Attorney for the scope of authority granted to the Attorney shall incur any liability to me or to my estate as a result of permitting the Attorney to exercise the said authority, nor is any person who deals with my Attorney responsible to determine or ensure the proper allocation of funds or property.

ARTICLE II.

Termination, Amendment, Resignation and Removal

§A. Power not Affected by Principals 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

This power of attorney shall remain in full force and effect until I have revoked this power of attorney by written instrument. Such revocation shall not be effective as to third persons dealing with Attorney without actual notice of such revocation.

§C. Amendment

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 actual notice of such amendment.

§D. Resignation

Any Attorney named herein may resign by delivering to me in writing a copy of such 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.

§E. Removal

Any Attorney named herein may be removed by written instrument executed by me and recorded in the public records of the county aforesaid, but such removal shall not be effective as to third persons dealing with attorney without actual notice of such removal

ARTICLE III.

Incidental Powers and Binding Effect

In connection with the exercise of the powers herein described, my 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 Attorney alone and the signature or act of 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.

No person who may act in reliance upon the representations of my Attorney for the scope of authority granted to Attorney shall incur any liability as to me or to my estate as a result of permitting Attorney to exercise said authority, nor is any such person who deals with my Attorney responsible to determine or insure the proper application of funds or property.

ARTICLE IV.

Miscellaneous

§A. I do hereby authorize and direct Attorney, to have access at any time or times to any safe deposit box rented by me, wherever located, in order to remove my original Durable Power of Attorney or for any other purpose; and any institution in which and such safe deposit box may be located is not required to make any inquiry, and shall not incur any liability to me or my estate as a result of permitting my Attorney to exercise this power. This power, and all other powers granted herein, are exercisable without: (i) any contact with or notice to me, my spouse, if any, and/or any interested persons to my estate, (ii) any prior court order or

authorization; (iii) any knowledge of or any prior determination as to my mental or physical capacity; (iv) any knowledge as to my whereabouts regardless whether my whereabouts are known or unknown; or (v) any inquiry whatsoever.

§B. Exoneration

Attorney, 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 which shall be hereafter created or any person whomsoever on account of any act or omission of my Attorney pursuant to this power of attorney.

§C. Definitions

Whenever the word "Attorney" or "Principal" or any modifying or substituted pronoun therefor 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.

§D. 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.

§E. Compensation

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

§F. Restrictions

Notwithstanding any provision to the contrary, and except as specifically provided herein, Attorney shall not satisfy the legal obligations of Attorney out of any property subject to this power of attorney, nor may Attorney exercise this power in favor of Attorney, Attorney's estate, or creditors of Attorney's estate.

§G. Reservations

Notwithstanding any provision hereto to the contrary, Attorney shall have no power or authority whatever with respect to any policy of insurance owned by me on the life of Attorney, and any trust created by Attorney as to which I am a trustee.

§H. Accountings

Except as may be provided herein, my Attorney shall have no duty to account, document or justify any actions taken hereunder to any person other than me.

§I. Purpose

The purpose of the Principal in executing this Power of Attorney is to provide a method by which

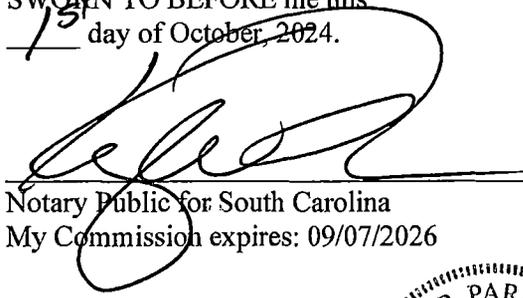
STATE OF SOUTH CAROLINA)
)
COUNTY OF NEWBERRY)

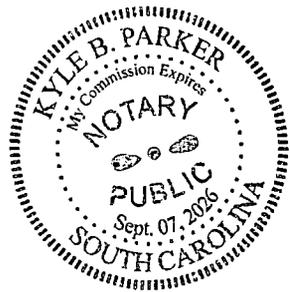
PROBATE

Personally appeared deponent and made oath that deponent saw the within named Principal sign, seal and as the Principal's act and deed deliver the within power of attorney and that deponent, with the other witness whose names is subscribed above, witnessed the execution thereof.


Witness

SWORN TO BEFORE me this
15th day of October, 2024.


(L.S.)
Notary Public for South Carolina
My Commission expires: 09/07/2026



COMMISSION EXPIRES 09/07/2026
KYLE B. PARKER
NOTARY PUBLIC
SOUTH CAROLINA