CYNTHIA B FORTE

BERKELEY COUNTY REGISTER OF DEEDS

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Instrument #:

2020028905

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174781

Return To:

CHRISTENSEN & ASSOCIATES

Recorded As:

POWER OF ATTORNEY

260 W COLEMAN BLVD SUITE D

Recorded On:

August 04, 2020

MT PLEASANT, SC, 29464-3666

Recorded At:

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CHRISTENSEN

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Cynthia B Forte - Register of Deeds

GENERAL DURABLE POWER OF ATTORNEY GIVEN BY DONNA E. GREIG AS PRINCIPAL AND TO REVOKE A POWER OF ATTORNEY DATED 03/05/2020

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GENERAL DURABLE POWER OF ATTORNEY
GIVEN BY DONNA E. GREIG AS PRINCIPAL AND TO
REVOKE A POWER OF ATTORNEY DATED 03/05/2020

I, DONNA E. GREIG, of Berkeley County, South Carolina, as Principal (hereinafter referred to as "Principal") have this day appointed THOMAS GREIG AND

KELLY TENHAGEN to serve as my Co-Agents (hereinafter referred to as "Agent") and

to exercise the powers set forth below. It is my intention that my Co-Agents may not

act independently of each other.

By this instrument I intend to create a Durable Power of Attorney under S.C.

Code Ann. §62-8-101 through 62-8-403. This Durable Power of Attorney is not affected

by subsequent disability or incapacity of the principal or lapse of time. S.C. Code Ann.

§62-8-101, et seq. I hereby revoke all powers of attorney, general and/or limited,

heretofore granted by me as Principal, except any Powers of Attorney dated of even

date, and terminate all agency relationships created thereunder, including those of all

alternate Agents named therein, if any.

I, DONNA E. GREIG, also revoke any and all powers of attorney executed by me

prior to the execution of this General Durable Power of Attorney, including, but not

limited to, a durable power of attorney in favor of THOMAS GREIG AND KELLY

TENHAGEN dated March 5, 2020 and recorded in the RMC Office for Berkeley County

in Book RB 3292 at Page 350.

SECTION 1. TRIGGERING EVENT

This instrument shall be effective immediately.

SECTION 2. ASSET POWERS

Shelly K. All CHRISTENSEN & ALL, P.A. 260 W. Coleman Blvd., Ste. D Mount Pleasant, SC 29464

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In addition to the powers given by law (S.C. Code Ann. Sections 62-8-203 through 62-8-217), my Agent is authorized in my Agent's sole and absolute discretion:

2.1. <u>POWER TO SELL, MORTGAGE, LEASE, GIFT OR TRANSFER</u>
REAL ESTATE

2.1.1. <u>Power to Sell Real Estate</u> - To sell any real estate that I may own from time to time (hereinafter referred to as "Real Estate") upon such terms and conditions as my Agent shall deem appropriate, to accept promissory note(s) in such amounts, at such interest rates, and for such terms as my Agent shall deem appropriate, and to accept as security for such note(s) a mortgage on the Real Estate.

2.1.2. <u>Power to Mortgage Real Estate</u> - To mortgage and/or convey by deed of trust or otherwise encumber any Real Estate now or hereafter owned by me.

evict tenants and other persons from and to recover possession of my Real Estate by all lawful means; to do any act of management and conservation; to pay, compromise or contest tax assessments and to apply for refunds in connection therewith; to hire assistance; to subdivide and develop; to maintain, protect, repair, preserve, insure, build upon, demolish, alter or improve all or any part thereof; to obtain or vacate plots and adjust boundaries; to adjust differences in valuation on exchange or partition by giving or receiving consideration; to release or partially release real property from a lien.

2.1.4. <u>Power to Gift Real Estate</u> - To make gifts either outright or in trust of any Real Estate I may own consistent with the power set forth in the subsection titled "Power to Make Gifts" below.

2.1.5. <u>Power to Transfer Real Estate</u> - To make transfers of any Real Estate I may own as a part of a divestment strategy to make me eligible for Medicaid, Veterans Administration, SSI benefits or other similar federal or state benefits.

2.1.6. Power to Convey or Mortgage Homestead Property - My Agent shall have the power to convey or mortgage homestead property. However, if I am married at the time, my Agent may not mortgage or convey homestead property without joinder of my spouse or my spouse's guardian. Joinder by my spouse may be accomplished by the exercise of authority in a Durable Power of Attorney executed by my spouse who may appoint me as his agent.

- 2.2. <u>POWER TO SELL</u> To sell any of my real, personal, or intangible property upon such terms, conditions and security as my Agent shall deem appropriate.
- 2.3. <u>DISPOSAL OF PROCEEDS OF SALE</u> To dispose of the proceeds of sale in any manner as my Agent shall deem appropriate.
- 2.4. <u>MOTOR VEHICLES COMMISSION</u> To apply for a certificate of title upon, and endorse and transfer title thereto, for 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.

- 2.5. <u>USE CREDIT CARDS</u> To use my credit card(s) and to sign charge slips, as well as to deal with any rewards programs or cash back options.
- 2.6. <u>POWER TO INVEST</u> To invest and reinvest in real, personal, or intangible property, including common stocks, securities of all kinds, bonds, debentures, notes (secured or unsecured), interests in limited partnerships, real estate, interest in trusts, investment trusts, and to participate in common, collective, or pooled trust funds, or annuity contracts without being limited by any statute or rule of law concerning investments by fiduciaries; to sell and terminate any investments, whether made by me or my Agent; to establish, utilize and terminate savings and money market accounts with financial institutions of all kinds.
- 2.7. <u>SECURITIES AND BROKERAGE ACCOUNTS</u> My Agent is authorized in my Agent's sole and absolute discretion from time to time and at any time with respect to my brokerage accounts, to effect purchases and sales (including short sales), to subscribe for and to trade in stocks, bonds, options, rights, and warrants or other securities, domestic or foreign, whether dollar or non-dollar denominated, or limited partnership interests or investments and trust units, whether or not in negotiable form, issued or unissued, foreign exchange, commodities, and contracts relating to same (including commodity futures) on margin or otherwise for my account and risk; to deliver to my broker securities for my account and to instruct my broker to deliver securities from my accounts to my Agent or to others, and in such name and form, including his or her own, as he or she may direct; to instruct my broker to make payment of monies from my accounts with my broker, and to receive and direct

payment therefrom payable to him or her or others; to sell, assign, endorse and transfer any stocks, bonds, options, rights and warrants or other securities of any nature, at any time standing in my name and to execute any documents necessary to effectuate the foregoing; to receive statements of transactions made for my account(s); to approve and confirm the same, to receive any and all notices, calls for margin, or other demands with reference to my account(s); and to make any and all agreements with my broker with reference thereto for me and on my behalf.

The power granted herein shall apply to any brokers with whom I may have accounts from time to time.

My Agent may vote in person, or by general or limited proxy, with or without power of substitution, with respect to any stock or other securities I may own.

I authorize my Agent to execute on my behalf any powers of attorney in whatever form which may be required by any stockbroker with whom I have deposited any securities.

- 2.8. <u>POWER TO EXERCISE RIGHTS IN SECURITIES</u> To exercise all rights with respect to securities.
- 2.9. <u>POWER TO EXECUTE FURTHER POWERS OF ATTORNEY</u> To execute further Powers of Attorney appointing my Agent or some other person.
- 2.10. POWER TO EXERCISE RIGHTS IN GOVERNMENTAL SECURITIES To sell, buy, cash in, or redeem government securities.
- 2.11. <u>POWER TO DEMAND AND RECEIVE</u> To demand, arbitrate, settle, sue for, collect, receive and deposit for my benefit all cash, rights to the

payments of cash, property rights, and/or benefits to which I am now or may in the future become entitled. For purposes of receiving Social Security benefits, my Agent is herewith appointed my "Representative Payee."

- 2.12. <u>COMPROMISES AND DISCHARGES</u> To make such compromises, releases, settlements and discharges with respect to claims on my behalf or against me as my Agent shall deem appropriate.
- 2.13. <u>ELECTIVE SHARE</u> To exercise my right to an elective share against the estate of my spouse pursuant to S.C. Code Ann. §62-2-201, et seq.
- 2.14. POWER WITH RESPECT TO RETIREMENT PLAN ACCOUNTS
 AND EMPLOYMENT BENEFITS
- 2.14.1. <u>Contribute</u> To create and contribute to an IRA, 401k, or other employee benefit plan (including a plan for a self-employed individual) for my benefit.
- 2.14.2. <u>Payment Option</u> To select any payment options under any IRA or employee benefit plan in which I am a participant (including plans for self-employed individuals) or to change options I have selected.
- 2.14.3. <u>Beneficiary Designations</u> To make and change beneficiary designations.
- 2.14.4. <u>Change of Address</u> To change the address of the Principal on any retirement plans.
- 2.14.5. <u>Rollover</u> To make "rollovers" of plan benefits into other retirement plans.

2.14.6. <u>Borrow and Sell</u> - To borrow money from the Plan and/or to purchase assets from and sell assets to my retirement plan, if authorized by any such plan.

2.14.7. <u>Withdrawal</u> - To withdraw funds from any IRA or employee benefit plan.

2.14.8. <u>Liquidate</u> - To liquidate or terminate any IRA or employee benefit plan.

2.14.9. Convert - To convert a traditional IRA into a Roth IRA.

2.15. POWER WITH RESPECT TO BANKS

2.15.1. Accounts - To make, receive, and endorse checks and drafts, deposit and withdraw funds, and acquire and redeem certificates of deposit in banks, savings and loan associations, and other institutions; execute or release such deeds of trust or other security agreements as may be necessary or proper in the exercise of the rights and powers herein granted; and have the authority to conduct banking transactions.

2.15.2. <u>Safe Deposit Box</u> - To contract with any institution for the maintenance of a safe deposit box in my name; to have access to all safe deposit boxes in my name or with respect to which I am an authorized signatory, whether or not the contract for such safe deposit box was executed by me (either alone or jointly with others) or by my Agent in my name; to add to and remove from the contents of any such safe deposit box; and to terminate any and all contracts for such boxes.

2.16. <u>POWER WITH RESPECT TO LEGAL AND OTHER ACTIONS</u> - To institute, supervise, prosecute, compromise, arbitrate, settle, dismiss and appeal from any and all legal, equitable, judicial or administrative hearings, actions, suits, proceedings and attachments involving me.

2.17. POWER TO BORROW MONEY

2.17.1. <u>Borrow Money</u> - To borrow money upon such terms and conditions as my Agent shall deem appropriate and to secure such borrowing by the granting of a security interest in any of my property.

2.17.2. <u>Borrow Money on Life Insurance</u> - To borrow money upon any life insurance policies owned by me upon my life for any purpose and to grant a security interest in such policy to secure any such loans. No insurance company shall be under any obligation whatsoever to determine the need for such loan or the application of the proceeds by my Agent.

2.18. POWERS WITH RESPECT TO TRUSTS

2.18.1. Power to Establish, Modify, Amend, Revoke, Terminate and Fund Trusts - To execute a revocable or irrevocable trust agreement under any terms that my Agent deems to be in my best interest and/or in the best interest of my family, and the trust may, if permitted by its terms, be modified, amended, revoked or terminated by me or my Agent; to deliver and convey any or all of my assets to the trustee; or to add any or all of my assets to such a trust already in existence at the time of the creation of this instrument or created by me at any time thereafter.

2.18.2. <u>Power to Fund Trusts Created by the Principal</u> - To transfer to the trustee of any revocable or irrevocable trust agreement created by me or my Agent before or after the execution of this instrument, any or all of my cash, property, or interests in property, including any rights to receive income from any source.

2.18.3. <u>Power to Withdraw Funds from Trusts</u> - To withdraw and/or receive the income or principal of any trust over which I may have a right of receipt or withdrawal; to request and receive the income or principal of any trust with respect to which the trustee thereof has the discretionary power to make distributions to or on my behalf, and to execute and deliver to such trustee or trustees a receipt and release or similar document for the income or principal so received.

2.19. POWER TO EXERCISE OR TO RENOUNCE AND RESIGN FROM FIDUCIARY POSITIONS - To exercise fiduciary powers that I have the authority to delegate or to renounce any fiduciary positions to which I have been or may be appointed or elected, to resign any such positions in which capacity I am presently serving; to file an accounting with a court of competent jurisdiction, or settle on a receipt and release or such other informal method as my Agent shall deem appropriate.

2.20. <u>POWER TO DISCLAIM, RENOUNCE, RELEASE OR ABANDON</u>

<u>PROPERTY INTERESTS</u> - To renounce and disclaim any property or interest in property or powers, including a power of appointment, to which for any reason and by any means I may become entitled, whether by gift or testate or intestate succession; to release or abandon any property or interest in property or powers which I may now or

hereafter own, and, in exercising such discretion, my Agent may take into account such matters as shall include but shall not be limited to any reduction in estate or inheritance taxes on my estate and the effect of such renunciation or disclaimer upon persons interested in my estate and persons who would receive the renounced or disclaimed property and to waive my right to be a beneficiary of a joint and survivor annuity, including a survivor benefit under a retirement plan.

POWER WITH RESPECT TO INSURANCE - To insure my life or the life of anyone in whom I have an insurable interest; to continue life insurance policies now or hereafter owned by me on either my life or the lives of others; to pay all insurance premiums; to select any options under such policies; to increase coverage under any such policy; to borrow against any such policy; to pursue all insurance claims on my behalf; to purchase and/or maintain and pay all premiums for medical insurance covering me and/or any person I am obligated or may have assumed the obligation to support; to purchase long-term care insurance on my behalf and to maintain such insurance and pay premiums as due; to carry insurance of such kind and in such amounts as my Agent shall deem appropriate to protect my assets against any hazard and/or to protect me from any liability and to pay the premiums therefor; to pursue claims thereunder; to designate and change beneficiaries of insurance policies insuring my life and of any annuity contract in which I have an interest; to transfer ownership of any insurance policies covering my life or of any annuity contracts in which I may have an interest; to decrease coverage under or cancel any of the policies described herein;

and to receive and make such disposition of the cash value upon termination of any such policy as my Agent shall deem appropriate.

2.22. POWER WITH RESPECT TO TAXES - To represent me in all tax matters; to sign a form 2848; to prepare, sign and file federal, state, and/or local income, gift and other tax returns of all kinds, including claims for refunds, requests for extensions of time, petitions to the tax court or other courts 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 including 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 any tax year; to pay taxes due, 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; and generally to represent me or obtain professional representation for me in all tax matters and proceedings of all kinds before all officers of the Internal Revenue Service and state and local authorities; to engage, compensate and discharge attorneys, accountants, and other tax and financial advisers 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 any interest or responsibility.

2.23. POWER TO MAKE LOANS

2.23.1. <u>Power to Lend</u> - To lend money and property at such interest rate, if any, upon such terms and conditions, and with such security, if any, as my Agent deems appropriate; to renew, extend and modify any loan or loans that I have previously made; to guarantee the obligations of any person I know and cherish; and to consent to the renewal, extension and modification of such obligations.

2.23.2. <u>Power to Lend to Agent</u> - My Agent is specifically authorized to make loans of my money or property to any of my descendants, including a descendant of mine who is serving as my Agent.

2.24. <u>POWER TO MAKE GIFTS</u> - To make gifts either outright or in trust (including the forgiveness of indebtedness), and including by the exercise of a presently-exercisable general power of appointment held by me; to the extent reasonably possible, my Agent shall avoid disrupting the dispositive provisions of my estate plan, whether or not such estate plan is embodied in a will, a trust, non-probate property, or otherwise. However, such gifts shall be limited as follows:

2.24.1. <u>Donees</u> - My Agent is authorized to make gifts in accordance with the dispositive provisions of my Will and/or Living Trust or, if my Agent is unable to make gifts exactly in accordance with the dispositive provisions of my Will and/or Living Trust, then as close as is practical.

2.24.2. <u>Gift Tax Annual Exclusion</u> - Except as may be required for my qualification for public benefits as hereinafter discussed, my Agent shall not make any gifts which are not excluded from gift tax by my federal gift tax annual exclusion (unless my spouse has agreed to consent to "gift-splitting" under Section 2513 of the

Internal Revenue Code in which case such gifts shall not exceed the amount that may be excluded from the federal gift tax by the federal gift tax annual exclusions available to my spouse and me), and this annual right shall be non-cumulative and shall lapse at

the end of each calendar year.

2.24.3. <u>Education Expenses</u> - To make additional gifts to pay for

educational expenses of any descendant of mine. Educational expenses include:

education at vocational or trade schools, training in music, stage, arts and sports;

special training provided at institutions for the mentally or physically handicapped;

undergraduate and graduate study in any field at public or private universities, colleges

or other institutions of higher learning; tuition, books and incidental charges made by

any educational institution, travel costs to and from any such institution, room and

board, and a reasonable amount of spending money.

2.24.4. Gifts to Charities - To make gifts to charities, provided

such gifts qualify for a charitable deduction under the income and gift tax provisions of

the Internal Revenue Code as from time to time amended.

2.24.5. Qualification for Public Benefits - To make gifts without

limitation as to amount in order to facilitate my qualification for government benefits for

my long-term health care and nursing home needs. Such gifts shall be irrevocable, and

my Agent is authorized to make such gifts so long as my long-term care is reasonably

provided for by my Agent from the assets subject to this Power or otherwise, during the

time period I would be disqualified from receiving long-term care and/or medical

assistance under the State of South Carolina "Medicaid" program, Veterans program, or

other public assistance program. Any gifts made pursuant to this subsection are to be made to those individuals who would take my assets pursuant to my then-existing testamentary plan, or, if I have no existing testamentary plan, according to the Intestate Laws of the State of South Carolina. Any gifts may be made outright or in trust. Any gifts made pursuant to this subsection by my Agent may also include a gift to my Agent so long as the gift is made in the same manner as my established estate plan, if I have one, or pursuant to the Intestate Laws of the State of South Carolina (S.C. Code Ann. §62-2-101-114).

2.24.6. <u>Gifts to Agent</u> - To make gifts to himself or herself under this Section, notwithstanding the fact that my Agent is a fiduciary under this instrument.

2.25. <u>APPLY FOR PUBLIC BENEFITS</u> - To apply on my behalf for any public benefits to which I may become entitled including, but not being limited to, Supplemental Security Income (SSI), Social Security Disability Income (SSDI), Medicaid, any Medicaid Waiver Program, Medicare, Supplemental Nutritional Assistance Program (SNAP), Federally-Assisted Housing (Section 8 or any other similar program), Temporary Assistance to Needy Families (TANF), Children's Health Insurance Program (CHIP), insurance under the Affordable Care Act (ACA), and Veterans benefits.

2.26. MANAGING AGENCY ACCOUNTS - To establish, utilize and terminate Managing Agency Accounts with corporate fiduciaries.

2.27. <u>EMPLOY CONSULTANTS</u> - To employ, utilize the services of, compensate and terminate the services of such financial and investment advisors and consultants as my Agent shall deem appropriate.

2.28. <u>POWER TO OPERATE BUSINESS</u> - To continue the operation of any business belonging to me or in which I have a substantial interest, for such time and in such manner as my Agent shall deem appropriate; to sell, liquidate or close out such business at such time and upon such terms as my Agent shall deem appropriate; to represent me in establishing the value of any business under "Buy-Out" or "Buy-Sell" agreements to which I may be a party; to create, continue or terminate retirement plans with respect to such business; to make contributions which may be required by such plans; and to borrow and pledge business assets.

2.29. <u>PARTNERSHIP</u> - To exercise any right, power, privilege or option I may have or may claim under any contract of partnership, whether as a general, special or limited partner; to modify or terminate my interest upon such terms and conditions as my Agent may deem appropriate; and to enforce the terms of such partnership agreement.

2.30. POWER TO PROVIDE SUPPORT

2.30.1. <u>Support Others</u> - To support and/or continue to support any person whom I have undertaken to support or to whom I may owe an obligation of support, in the same manner and in accordance with the same standard of living as I have provided in the past (adjusted if necessary by circumstances and inflation), including but not limited to the payment of real property taxes or rent, payments on

loans secured by my residence, maintenance of my residence, food, clothing, medical, dental and psychiatric care, normal vacations, travel expenses and education (including education at vocational and trade schools, training in music, stage, arts and sports, special training provided at institutions for the mentally or physically handicapped, undergraduate and graduate study in any field at public or private universities, colleges or other institutions of higher learning) and, in providing for such education, to pay for tuition, books and incidental charges made by any educational institution, travel costs to and from any such institution, room and board, and a reasonable amount of spending money.

- 2.30.2. <u>Separation or Divorce</u> To limit any support provided to my spouse to that which may be required by law, if I have been legally separated or divorced from such spouse.
- 2.31. <u>PETS</u> To pay the expenses associated with the feeding, care (including veterinary costs), recreation and shelter of my pets.
- 2.32. <u>DEAL WITH ENVIRONMENTAL HAZARDS</u> To perform all environmental inspections of my property deemed advisable by my Agent at my expense, either before or after accepting the appointment to serve as my Agent. My Agent shall have the right to decline to serve as agent based on the results of any such inspections. My Agent shall have the power and authority to undertake any remedial measures with respect to any of my property that my Agent deems necessary or advisable in order to comply with all environmental laws, and to compromise environmental liability claims on terms deemed advisable by my Agent. My Agent shall

have the power and authority to regularly inspect and monitor my property for environmental compliance at my expense. My Agent shall have no personal liability for violation of environmental laws, except for my Agent's bad faith, willful misconduct or gross negligence.

2.33. CLOSELY HELD BUSINESS INTERESTS - To continue the operation of any business owned by me for such time and in such manner as my Agent shall deem advisable, including, but not limited to, paying my employees, providing employee benefits, and paying all business related expenses, or to sell or liquidate the business at such time and on such terms as my Agent shall deem advisable, and to represent me in establishing the value of any business under any "Buy-Sell" agreement to which I may be a party. Without limiting the generality of the foregoing, my Agent may also from time to time hold stock or other interests in, participate in the operation of, or acquire, sell, invest in, liquidate or dissolve any closely held corporation, partnership (general or limited), sole proprietorship, joint venture or other business entity in which I own an interest. My Agent may retain such stock or other business interests as long as he or she considers it desirable to do so. Any such operation, sale, acquisition, liquidation or dissolution made in good faith shall be at the risk of my estate and without liability on the part of my Agent for any resulting losses or tax liabilities. My Agent is further authorized to incorporate any business or any interest in a business which is an asset of mine or at any time thereafter becomes an asset of mine, to enter into partnerships (general or limited), to enter into agreements of merger or other reorganization with respect to such business interests, to hold, sell or grant options with

respect to any such stock or partnership interests, and to take any other steps deemed advisable to effectuate the organization, reorganization or dissolution of any business entity. My Agent is further authorized to borrow money for any purpose related to the holding, operating, sale, purchase, acquisition, investment in, liquidation or dissolution of any business hereunder, and to employ officers, managers, directors, employees or agents in the management and operation of such business, including elected directors and officers. In the course of dealing with such business interests, my Agent may have occasion to deal with stock, securities and other business interests in respect of which he or she may have an interest in his or her individual capacity as stockholder, officer, director or otherwise. My Agent may also have occasion to employ or retain investment counsel or attorneys or other professional services from a firm of which my Agent may be a partner, stockholder, officer, director or otherwise. The fact of such interest shall not disqualify my Agent from retaining such counsel and shall not impair the right of the interested Agent from acting with respect thereto or from obtaining such professional services as fully as if such interest did not exist, and it shall not preclude any interested Agent from voting any stock in favor of himself or herself as director, or, as director, voting for himself or herself as officer, or from employing the firm in which he or she has an interest, or from taking any other action which might be or might be construed to constitute self-dealing or a conflict of interest. My Agent shall incur no liability for misconduct, mismanagement or negligence on the part of any employee of any such business, any employee or partner of a partnership, or employee, officer or director of a corporation who is not an officer or employee of my Agent. In the absence of actual

notice to the contrary, my Agent may accept as correct and rely on financial or other statements rendered by any accountant for any business or by any partnership or corporation. The services rendered by my Agent under the provisions of this subsection relating to holding, operation of, sale, purchase, acquisition, investment or reinvestment in, liquidation, or dissolution, of any business or interest in a business, or otherwise in connection with the management or continuation of any business, shall be deemed extraordinary services for which my Agent shall be entitled to extra compensation.

2.34. PROVIDING FOR PRINCIPAL'S INCAPACITATED CHILDREN
My Agent is authorized in my Agent's sole and absolute discretion from time to time and

at any time to act with respect to any disabled or incapacitated child of mine who is

dependent upon me in whole or in part for support, regardless of age, as follows:

2.34.1. Payment for Child's Special Needs - My Agent may pay to

or apply for the benefit for such child such amounts as my Agent, in my Agent's sole

and absolute discretion, may from time to time deem necessary or advisable for the

satisfaction of such child's special needs. As used herein, "special needs" refers to the

requisites for maintaining such child's health, safety and welfare when, in the sole and

absolute discretion of the Agent, such requisites are not being provided by any public

agency, office or department of any state or of the United States. "Special needs" shall

include, but not be limited to, dental expenses, special equipment, programs of training,

education, treatment and necessary recreation and entertainment.

2.34.2. Restrictions on Payments - This authorization to my Agent

is granted expressly for such child's extra and supplemental care, in addition to and

over and above the benefits such child otherwise receives or may receive as a result of such child's handicap or disability from any local, state or federal governmental agency or from any private agencies, any of which provides services or benefits to handicapped persons. It is my express purpose that my Agent exercise this power only to supplement other benefits received by such child.

2.34.3. <u>Seeking Other Assistance</u> - It is my intent that my Agent shall ask that my disabled child's guardian or conservator seek support and maintenance for such child from all available public resources, including the Supplemental Income Program (SSI), the Medicaid Program, the Social Security Disability Program (SSD), the Medicare Program, and any additional similar or successor programs available from state, local, private or federal sources. My Agent shall take into consideration the applicable resources and income limitations of any public assistance programs for which such child is eligible when determining whether to make any discretionary distributions.

2.34.4. Resisting and Denying Claims - It is my further intent that no payments made hereunder by my Agent to such child or for such child's benefit shall be used to supplant or replace public assistance benefits of any county, state, federal or governmental agency that serves persons with disabilities that are the same or similar to the impairments of such child. For purposes of determining my disabled child's eligibility for such benefits, no asset of mine shall be considered available to such child. If any department or agency requests that my Agent make payments to or on behalf of such child for equipment, medication or services that other organizations or agencies

are authorized to provide or to petition the Court or any other administrative agency for

payment out of my assets or income for this purpose, my Agent shall deny such

request. My Agent is also authorized to contest and defend, including appeals, at my

expense, any proceeding in any court of competent jurisdiction (1) seeking to reduce or

eliminate such child's eligibility for benefits, (2) seeking reimbursement from me for

benefits extended to such child, or any other proceeding for the same or any similar

purpose.

2.34.5. Prohibition on Payment of Claims - No asset or income of

mine shall be paid to or made subject to claims against such child of voluntary or

involuntary creditors for the provision of care and services, including residential care, by

any public entity, office, department or agency of any state, of the United States or of

any other governmental agency.

2.34.6. Payment of Child's Funeral Expenses - Upon my disabled

child's death, the Agent may, at his or her discretion, pay the expenses of such child's

funeral.

2.34.7. Termination of Agent's Powers - If it is determined by a

court that the existence of the powers granted in this Section to my Agent renders my

disabled child ineligible to receive SSI, Medicaid, or similar governmental benefits, or if

by reasons of the grant of such powers, my income or assets are found by a court to be

subject to garnishment, attachment, execution or bankruptcy proceedings by any

creditor of such child, the special powers granted to provide benefits for such child

herein shall terminate and thereafter be null and void.

2.34.8. <u>Delegation of Parental Powers</u> - My Agent may delegate to any person selected by my Agent any power I may now or in the future have as parent and/or guardian for such period of time as may be permitted by law.

2.34.9. <u>Nomination of Guardian</u> - To the extent that I am permitted by law to do so, I herewith nominate, constitute and appoint my Agent to serve as guardian for me or in any similar representative capacity, and, if I am not permitted by law to so nominate, constitute and appoint, I request in the strongest possible terms that any court of competent jurisdiction which may receive and be asked to act upon a petition by any person to appoint a guardian or similar representative for such child give the greatest possible weight to this request.

2.34.10. <u>Care Manager</u> - To provide a care manager to supervise and monitor my disabled child's care upon such terms and conditions as my Agent deems appropriate.

- 2.35. <u>529 PLANS</u> To create or open Qualified Tuition Program ("529 Plans") and to designate any of my descendants as the designated beneficiary. My Agent may contribute my funds to any 529 Plan created by me or my Agent on my behalf. In addition, my Agent may exercise any authority or power that I may have and which can be delegated over any 529 Plans, but not limited to:
 - (1) Revoke the 529 Plan and reclaim on my behalf the assets in the 529 Plan;
 - (2) Change the designated beneficiary to a member of my family (as defined by I.R.C. §529(e)(2));
 - (3) Direct distributions, including Qualified and/or Nonqualified distributions;

- (4) Make decisions or elections concerning the investment of the 529 Plan assets;
- (5) Transfer ownership or contributor rights to a member of my family (as defined by I.R.C. §529(e)(2));
- (6) Rollover elections; and
- (7) Election of the five (5) year annual exclusion election.
- 2.36. <u>DIGITAL ASSETS</u> My Agent shall have the power to access, modify, delete, control, and transfer my digital assets, including digital financial accounts. The term "digital assets" includes files stored on my digital devices including, but not limited to, desktops, laptops, tablets, peripherals, storage devices, mobile telephones, smart phones, and any similar device that currently exists or may exist as technology develops or such comparable items as technology develops. The term "digital assets" also includes, but is not limited to, emails received, email accounts, digital music, digital photographs, digital videos, software licenses, social network accounts, file sharing accounts, financial accounts, domain registrations, DNS service accounts, web hosting accounts, tax preparation service accounts, online stores, affiliate programs, other online accounts and similar digital items that currently exist or may exist as technology develops or such comparable items as technology develops, regardless of the ownership of the physical device upon which the digital item is stored.
- 2.37. <u>POWER WITH RESPECT TO ANNUITIES</u> To purchase an annuity using my life as the measuring life or annuitant, to pay a lump sum for the purchase, to select any options under the annuity contract, to pursue all claims on my

behalf, to name a beneficiary, to change the beneficiary designation, to assign ownership of the annuity, and to cash in the annuity and pay any surrender charges that might be due.

- 2.38. ABLE ACCOUNTS To create and open an account known as an Achieving a Better Life Experience account ("ABLE Account") and to designate any of my descendants as the designated beneficiary. My Agent may contribute my funds (not to exceed the federal annual gift tax exemption amount per designated beneficiary per year minus any contributions previously made by other contributors during the same calendar year) to the ABLE Account created by me or my agent or any other individual on my behalf or on behalf of an individual with disabilities designated by my agent. In addition, my Agent may exercise any authority or power, that I may have and which can be delegated, over any ABLE Account, including, but not limited to:
- (1) Revoke the ABLE Account and reclaim on my behalf the assets of the ABLE Account, so long as I am the individual who established the account and so long as I am the only individual who contributed to the account;
- (2) Change the designated beneficiary to a member of my family (as defined by I.R.C. §529A);
 - (3) Direct distributions, including Qualified and/or Nonqualified distributions;
- (4) Make decisions or elections concerning the investment of the ABLE Account assets;
- (5) Transfer ownership or contributor rights to a member of my family (as defined by I.R.C. §529A); and

(6) Rollover elections.

SECTION 3. STANDARD OF LIVING

My Agent is authorized in my Agent's sole and absolute discretion:

3.1. <u>MAINTAIN STANDARD OF LIVING</u> - To do whatever my Agent deems to be necessary to maintain my customary standard of living; to provide living quarters by purchase, lease or other arrangement or to pay the operating costs of my present living quarters, including rent, interest, amortization payments, repairs and taxes; to provide appropriate domestic help for the operation of my household; and to provide clothing, transportation, medicine, food and incidentals.

3.2. <u>PROTECT OR DISPOSE OF PROPERTY</u> - If, in the judgment of my Agent, I will never be able to return to my home from a hospital, nursing home, convalescent home or similar establishment:

3.2.1. <u>Dispose of Home</u> - To lease, sublease or assign my interest as lessee in any lease, or protect, sell or otherwise dispose of my home for such price and upon such terms, conditions, and security, if any, as my Agent shall deem appropriate.

3.2.2. <u>Tangible Personal Property</u> - To store, safeguard or sell for such price and upon such terms, conditions, and security, if any, as my Agent shall deem appropriate; or otherwise to dispose of any items of tangible personal property remaining in my living quarters which my Agent believes I will never need again.

3.2.3. <u>Inter Vivos Delivery to Will Beneficiary</u> - To transfer custody and possession of my tangible personal property to the person(s), if any, named in my Will as the recipient of such property.

3.3. <u>POWER TO MAKE ADVANCE FUNERAL/CREMATION</u>

<u>ARRANGEMENTS</u> - To make advance arrangements for my funeral, burial or cremation, including the purchase of a burial plot or marker, or make other arrangements and expenses related to the disposal of my remains.

3.4. <u>POWER TO CHANGE DOMICILE</u> - 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 Agent shall deem appropriate.

SECTION 4. INCIDENTAL POWERS

My Agent is fully authorized:

4.1. <u>RESORT TO COURTS</u> - To seek on my behalf and at my expense:

4.1.1. <u>Declaratory Judgment</u> - A declaratory judgment from any court of competent jurisdiction interpreting the validity of any or all acts authorized by this instrument, but such declaratory judgment shall not be necessary in order for my Agent to perform any act authorized by this instrument;

4.1.2. <u>Mandatory Injunction</u> - A mandatory injunction requiring compliance with my Agent's instructions by any person, organization, corporation or other entity obligated to comply with instructions given by me;

- 4.1.3. <u>Actual and Punitive Damages</u> 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.
- 4.2. <u>HIRE AND FIRE</u> To employ, compensate and discharge such domestic, medical and professional personnel including lawyers, accountants, doctors, nurses, brokers, financial consultants, advisors, consultants, companions, care managers, servants and employees as my Agent deems appropriate.
- 4.3. <u>SIGN DOCUMENTS</u>, <u>ETC.</u> To execute, endorse, seal, acknowledge, deliver and file or record agreements, instruments of 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.
- 4.4. POWER TO DO MISCELLANEOUS ACTS To open, read, respond to and redirect my mail; to represent me before the U.S. Postal Service in all matters relating to mail service; to establish, cancel, continue or initiate my membership in organizations and associations of all kinds; to take and give or deny custody of all of 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, to 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.

- 4.5. <u>WAIVER OF CONFIDENTIALITY</u> This instrument shall constitute a limited waiver of the attorney-client privilege which I may have established with any attorney. The privilege is waived for the limited purpose of permitting my attorney to release any and all information to my Agent which is necessary to assist my Agent in performing his or her duties.
- 4.6. <u>DELEGATION OF AUTHORITY</u> My Agent may delegate any of the powers set forth herein to a third party to be selected by my Agent for the limited purpose of completing a specific task. If my Agent elects to make such delegation, the delegation shall be in writing by my Agent. The writing shall set forth the specific power or powers to be delegated and the length of time that the delegation shall last or the conditions that must be fulfilled for the delegation to terminate.
- 4.7. APPOINTMENT OF SUCCESSOR ALTERNATE AGENT If neither my Agent nor any alternate Agent is able or willing to serve or to continue to serve, then either my Agent or any alternate Agent shall have the authority to name a successor alternate Agent. The nomination of such successor alternate Agent shall be by writing. My successor alternate Agent may then execute and deliver an affidavit that my Agent and alternate Agent(s) are unwilling or unable to serve or to continue to serve, and such affidavit shall be conclusive evidence insofar as third parties are concerned of the facts set forth therein, and, in such event, any person acting in reliance upon such

affidavit and such written nomination of successor alternate Agent, shall incur no liability to my estate because of such reliance.

SECTION 5. THIRD PARTY RELIANCE

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 Section as a "Person") to act in accordance with this instrument, I hereby represent, warrant and agree that:

5.1. THIRD PARTY LIABILITY FOR REVOCATION AND AMENDMENTS - If this instrument is revoked or amended for any reason, I will hold any person or corporation harmless for any loss suffered or liability incurred by such Person while acting in accordance with the instructions of my Agent acting under this instrument, prior to the receipt by such Person of actual notice of revocation or amendment of this instrument.

5.2. NO LIABILITY TO THIRD PARTIES FOR RELIANCE ON AGENT

- No Person, who acts in reliance upon any representations my Agent may make as to:

(1) the fact that my Agent's powers are then in effect; (2) the scope of my Agent's authority granted under this instrument; (3) my capacity at the time this instrument is executed; (4) the fact that this instrument has not been revoked; or (5) the fact that my Agent continues to serve as my Agent, shall incur any liability to me, my estate and my heirs or assigns for permitting my Agent to exercise any such authority, nor shall any

Person who deals with my Agent be responsible for determining or ensuring the proper application of funds or property.

5.3. <u>AUTHORIZATION TO RELEASE INFORMATION TO AGENT</u> - All Persons from whom my Agent may request information regarding me, my personal or financial affairs or any information which I am entitled to receive are hereby authorized to provide such information to my Agent without limitation and are released from any legal liability whatsoever to me for complying with my Agent's requests.

SECTION 6. DURABILITY PROVISIONS

This Durable Power of Attorney shall not be affected by subsequent disability or incapacity of the Principal as defined in S.C. Code Ann. §62-8-101, et seq. A Principal shall be under a disability if he or she is unable to manage his or her property and affairs effectively for reasons such as mental illness, mental deficiency, physical illness or disability, advanced age, chronic use of drugs, chronic intoxication, confinement, detention by a foreign power or disappearance.

SECTION 7. ADMINISTRATIVE PROVISIONS

The following provisions shall apply:

7.1. <u>COMPENSATION OF AGENT</u> - My Agent shall serve without compensation for services rendered in the discharge of my Agent's duties but shall be entitled to reimbursement for all reasonable costs and expenses actually incurred and paid by my Agent on my behalf under any provision of this instrument.

7.2. NOMINATION OF AGENT AS CONSERVATOR AND GUARDIAN

FOR PRINCIPAL - To the extent that I am permitted by law to do so, I herewith

nominate, constitute and appoint my Agent to serve as my guardian, conservator, and/or in any similar representative capacity, and, if I am not permitted by law to so nominate, constitute and appoint, I request in the strongest possible terms that any court of competent jurisdiction which may receive and be asked to act upon a petition by any person to appoint a guardian, conservator, or similar representative for me give the greatest possible weight to this request.

PAYEE - It is my intention by executing this Durable Power of Attorney to provide for the administration of my affairs without the necessity of Court action or the appointment of a representative payee. Accordingly, I request in the strongest possible terms that any Court or Government Agency that may receive or act upon a petition for the appointment of a guardian, conservator, or representative payee should deny such petition so long as my Agent is acting under this Power of Attorney. If any Court or Government Agency should deem it necessary to appoint a fiduciary (including a guardian, conservator, or representative payee) in spite of this request, then I nominate and appoint my Agent to serve, and request that my Agent be given priority for appointment. In the event that my Agent is unavailable or unable to serve as Agent, or as conservator or guardian, I request that my desires, as expressed in this document, be given full force and effect as a written expression of my wishes and intent.

7.4. WAIVER OF CERTAIN FIDUCIARY RESPONSIBILITIES - My Agent is hereby released and forever discharged from any and all liability upon any claim or demand of any nature whatsoever by me arising out of the acts or omissions of

my Agent, except for willful misconduct or gross negligence. My Agent shall have no responsibility to make my property productive of income, to increase the value of my estate, or to diversify my investments. My Agent shall have no liability for entering into transactions authorized by this instrument in my Agent's individual capacity so long as my Agent believes in good faith that such transactions are in my best interests or the best interests of my estate and those persons interested in my estate.

My Agent shall not be required to comply with the "Prudent Investor" rule. I expressly authorize my Agent to retain any asset purchased or acquired by me.

7.5. <u>SEVERABILITY</u> - If any part of any provision of this instrument shall be invalid or unenforceable under applicable law, such part shall be ineffective to the extent of such invalidity only, without in any way affecting the remaining parts of such provision or the remaining provisions of this instrument.

JURISDICTION - This instrument shall be governed by the laws of the State of South Carolina in all respects, including its validity, construction, interpretation and termination, and, to the extent permitted by law, shall be applicable to all property of mine, whether real, personal, intangible and/or mixed, wherever and in whatever state of the United States or foreign country the situs of such property is at any time and whether such property is now owned by me or hereafter acquired by me or for me by my Agent.

7.7. DEFINITIONS

7.7.1. Agent - Whenever the word "Agent" is used in this instrument, it shall include the singular or the plural and the masculine, the feminine, or the neuter gender thereof.

7.7.2. <u>Guardian or Conservator</u> - Whenever the word "Guardian" or "Conservator" is used in this instrument, such word shall be held and taken to mean respectively the fiduciary (appointed by a court of competent jurisdiction or by other lawful means) responsible for the person and/or the property of an individual.

This instrument may be amended or revoked by me. My Agent and any alternate Agent may be removed by me at any time by my execution of a written instrument of revocation, amendment or removal delivered to my Agents and to all alternate Agents. 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 Agent and any alternate Agent 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 the care and custody of me or, in the case of an alternate Agent, by delivery to my Agent.

7.9. <u>COUNTERPART ORIGINALS</u> - This instrument has been executed in multiple counterpart originals. All such counterpart originals shall have equal force and effect.

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7.10. PHOTOCOPIES - My Agent is authorized to make photocopies of

this instrument as frequently and in such quantity as my Agent shall deem appropriate.

All photocopies shall have the same force and effect as any original.

7.11. <u>SEPARATION OR DIVORCE</u> - If my spouse has been appointed

my Agent or an alternate Agent hereunder, and, subsequent to the execution of this

instrument, my spouse and I are legally separated or divorced, or such proceeding is

pending, then such pending proceeding or actual legal separation or divorce shall

automatically remove my spouse as Agent or alternate Agent.

7.12. <u>TEMPORARY UNAVAILABILITY OF AGENT</u> - If my Agent is

temporarily unavailable to serve due to short-term illness, vacation, or other

circumstances which make it impossible or impractical for my Agent to serve as Agent

for a temporary period of time, then the power of my Agent shall pass to the next

designated Agent for such temporary period of time. The temporary passage of powers

from my Agent to the alternate Agent shall be described by my Agent in a writing

bearing a notarial acknowledgment which specifies the time period during which the

alternate Agent shall be authorized to act under this instrument. The powers of my

Agent shall be restored to my Agent at the expiration of the time described in such

writing.

7.13. APPOINTMENT OF ANCILLARY AGENT - If at any time my Agent

deems it necessary or desirable in my Agent's discretion to appoint one or more Agents

to act in another jurisdiction under this Durable Power of Attorney (such Agent or

Agents being hereinafter referred to in the aggregate as "Ancillary Agent"), my Agent

from time to time and at any time may appoint one or more such Ancillary Agents. In making such appointment my Agent may execute and deliver such documents and instruments as may be necessary, desirable, convenient, or proper to effectuate any such ancillary appointment. My Agent may grant to any Ancillary Agent, some or all of the powers and duties and authorities granted to my Agent hereunder but may not grant to any such Ancillary Agent powers which are inconsistent with or different from those powers granted to my Agent hereunder.

7.14. AGENT'S RESIGNATION - If the situation arises wherein my Agent desires to resign as my Agent, there is no alternate or Agent named in this instrument who is willing and able to serve as my Agent, and I am incapacitated at the time of such resignation, then upon such resignation my Agent is authorized and empowered to appoint a substitute Agent to act and serve as my Agent, such appointment to be made in a written instrument that shall be: (1) signed by my Agent; (2) delivered to my substitute Agent; and (3) attached to this instrument.

ALTERNATE AGENT'S AUTHORITY TO APPOINT SUCCESSOR

ALTERNATE AGENT - If I should become incapacitated with no alternate Agent named in this instrument who is willing and able to serve as my Agent, then my Agent or alternate Agent then-serving shall appoint a successor alternate Agent. It is my intention that at all times I shall have an Agent and a successor alternate Agent named. Such appointment to be made in a written instrument that shall: (a) specify the event or events upon which such substitution shall become effective; (b) be signed by my Agent; (c) be delivered to my substitute Agent; and (d) be attached to this instrument.

7.16. <u>MEDIATION</u> - If there is a dispute between my alternate Co-Agents with respect to any matter, the dispute shall be promptly submitted to mediation. If my alternate Co-Agents are unable to agree to the appointment of a mediator, Christensen & All, P.A., or any successor law firm, shall select a qualified mediator.

IN WITNESS WHEREOF, I have e	xecuted this Durable Power of Attorney on this
28 day of 54 (, 2020.
WITNESSES: Short Market Marke	DONNA E. GREIG
STATE OF SOUTH CAROLINA)) ss. ATTESTATION
COUNTY OF CHARLESTON)

We, the undersigned witnesses, witnessed the execution of the foregoing General Durable Power of Attorney, in the presence of the maker, and at her request, and each of us and the maker sign the General Durable Power of Attorney in the presence of each other. We believe the maker to be of sound mind and memory and understand the nature of her act and the consequences thereof.

Witness

Witness

Witness

STATE OF SOUTH CAROLINA)	
) ss.	
COUNTY OF CHARLESTON)	PROBATE

PERSONALLY appeared before me, the undersigned witness, who, on oath says that (s)he saw the within named Maker, DONNA E. GREIG, sign, seal and as her act and deed, deliver the within written General Durable Power of Attorney; and that (s)he with the other witness, witnessed the execution thereof; and the (s)he is not a party to or beneficiary of the transaction.

WITKIESS

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SHELLY K. ALL

Notary Public for South Carolina

My Commission Expires: 6