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STATE OF NORTH CAROLINA
COUNTY OF HARNETT

**DURABLE GENERAL
POWER OF ATTORNEY**

**ARTICLE I
DESIGNATION OF AGENT**

A. Designation of Agent. I, JOANNE COCHRANE, of Harnett County, North Carolina, designate my husband, THOMAS H. COCHRANE, and my son-in-law, DALE HODGINS, each with the authority to act independently without joinder of the other party, as my Attorney-in-Fact (herein referred to as my “Agent”) for the purposes set out below.

**ARTICLE II
GRANT OF GENERAL AUTHORITY**

I grant to my Agent general authority to act for me with respect to the subjects described in North Carolina General Statutes Sections 32C-2-204 through 32C-2-216, the descriptive terms of which are as follows:

1. Real Property
2. Tangible Personal Property
3. Stocks and Bonds
4. Commodities and Options
5. Banks and Other Financial Institutions
6. Operation of Entity or Business
7. Insurance and Annuities
8. Estates, Trusts and Other Beneficial Interests
9. Claims and Litigation

10. Personal and Family Maintenance
11. Benefits from Governmental Programs or Civil or Military Service
12. Retirement Plans
13. Taxes

**ARTICLE III
GRANT OF SPECIFIC AUTHORITY**

I expressly grant my Agent the authority to do the following specific acts:

A. Waive My Right to be a Beneficiary of a Joint and Survivor Annuity. The power to waive my right to be a beneficiary of any joint and survivor annuity, including a survivor benefit under a retirement plan. This waiver of rights shall apply to an annuity or retirement plan which is owned by me or in which I am a participant or a beneficiary.

B. Exercise Fiduciary Powers that I Have Authority to Delegate. The power to exercise any fiduciary powers that I have authority to delegate.

C. Renounce or Disclaim Property and Power of Appointment. The power to renounce or disclaim in whole or in part any interest in real or personal property to which I may have succeeded. This power shall include, but shall not be limited to, the power to renounce in accordance with Chapter 31B of the General Statutes any property or interest in property to which I may have succeeded as a person listed in subdivision (1) through (9e) of General Statutes Section 31B-1(a), even if my renunciation or disclaimer benefits my Agent.

D. Exercise Authority Over the Content of Electronic Communications. The power to exercise authority and take control over and request an authorized disclosure of the contents of any of my electronic communications sent or received by me, any catalogue of electronic communications sent or received by me and any other digital asset of mine. The power to access the content and catalogue of any and all of my online accounts; to obtain, use or change any of my usernames and/or passwords to any of my online accounts; to manage, add, delete, modify, curate, archive, maintain, and increase access or limit access to any of my online content; to transfer ownership rights and to maintain, modify, delete, or cancel any of my online accounts. Such powers shall apply to all of my email and social media accounts, including but not limited to Facebook, Twitter, LinkedIn, Gmail, corporate affinity and points programs, banking and financial institution on-line access points, any and all data and photo archiving sites, blogs and websites of mine whether I am maintaining such accounts in my individual name, through a business, through a pseudonym or anonymously.

E. Dealings with Revocable Trusts. The power to exercise my powers as grantor of a revocable trust with respect to (i) the revocation and amendment of the revocable trust, (ii) the addition to the revocable trust of all or any part of my real or personal property or my interest in such property, and (iii) the disposition of the property of the revocable trust and the power to create a revocable trust with me as grantor, except that the exercise of the powers granted in this paragraph shall not alter the designation of beneficiaries to receive property on my death under my existing estate plan.

F. Consent to Modification or Termination of Irrevocable Trusts. The power to exercise my power as grantor of a noncharitable irrevocable trust to consent to the modification or termination of the trust but only if the modification or termination cannot accelerate or increase my Agent's interest in the trust if my Agent is a beneficiary of the trust.

G. Exercise of Powers with Respect to Decanting. The power to exercise my powers as grantor of a noncharitable irrevocable trust with respect to the intended exercise of the decanting power by an authorized fiduciary under the North Carolina Uniform Trust Decanting Act to establish a second trust which would be a grantor trust as to me, as grantor of the first trust.

H. Exercise of Powers Over Offices Held by Me. The power to renounce, accept or resign from, on my behalf, any offices which I may hold or have the right to hold, including fiduciary positions, and appoint on my behalf any fiduciary which I may have the right to appoint, or renounce any such right on my behalf.

I. Federal and State Benefits. The power to apply for any and all federal and state benefits to which I am entitled to receive, including but not limited to, Medicaid, SSI, and SSDI. Furthermore, to complete any necessary paperwork and any planning necessary to provide for my care, comfort and welfare from federal, state and local government agencies or departments. Also, the power and authorization to execute a statement of intent to return home on my behalf.

J. Employment of Advisors. The power to employ persons, firms and corporations to advise or assist my Agent, including, but not limited to, agents, accountants, auditors, brokers, attorneys-at-law, custodians, investment counsel, rental agents, realtors, appraisers and tax specialists.

K. Custodial Trusts. The power to direct the administration or distribution of or to terminate any custodial trust established for my benefit under a uniform custodial trust act and the power to determine whether I am incapacitated or whether my incapacity has ceased for the purposes of any such custodial trust.

L. Power to Create, Amend, or Transfer Assets to Trust. To create any trust, revocable or irrevocable, for my benefit, or the benefit of my children or their issue, or any other person (including any Agent) that I may have power to create myself, including a supplemental needs trust under 1396(d)(4); to amend or revoke such trust or trusts created by my Agent; or to transfer any or all of my property to any trust created by my Agent or by me, provided that due care shall be taken by my Agent in allocating among trusts if more than one such trust exists. This power shall be authorized only to the extent the "Gifting" language in this instrument allows.

M. Institutionalization. If my Agent believes that I am permanently incapacitated as evidenced by the opinion of two licensed physicians, and must leave my home permanently, my Agent is authorized to dispose of any and all of my tangible personal property, including wearing apparel, library, jewelry, household furnishings and effects, etc., and to vacate my home, or any home I may own during the time this Durable Power of Attorney is in effect.

Items to be disposed of may be disposed of by gift, sale, or by the retention thereof by my Agent. At the discretion of my Agent, items of personal effects may be given as I have requested, in writing, to my family members or others.

N. Borrowing Money. The power (i) to borrow money for my benefit from my Agent, individually or from others, upon any terms and conditions, (ii) to secure the payment of any amount so borrowed by mortgaging, pledging or otherwise encumbering any of my real or personal property or my interest in such property and (iii) to modify, renew or extend the time for payment of any obligation, secured or unsecured, payable by me for any period or periods of time and upon any terms and conditions.

O. Lending Money. The power (i) to lend money to any person upon any terms and conditions, (ii) to modify, renew or extend the time for payment of any obligation, secured or unsecured, payable to me for any period or periods of time and upon any terms and conditions and (iii) to foreclose as an incident to the collection of any obligation, any deed of trust or other lien securing such obligation, to bid on the property at such foreclosure sale or otherwise acquire the property without foreclosure and to retain the property so obtained.

P. Holding Property in Nominee Form. The power to register and hold any securities or other property in the name of a nominee or in any other form without disclosure of the agency relationship, or to hold the same in such form that they will pass by delivery.

Q. Bankruptcy. The power to authorize the commencement of a bankruptcy case on my behalf to the same extent as any other individual debtor filing for relief under Chapter 7, 11, 12, 13, and/or 15 of the United States Bankruptcy Code and as provided under 11 U.S.C. §301. This power includes (i) making appearances on my behalf throughout the duration of the bankruptcy case, including, but not limited to, at the Meeting of Creditors held pursuant to 11 U.S.C. §341; (ii) authorizing the filing of any and all petitions, documents, schedules, and/or related pleadings (including, but not limited to, the commencement of Adversary Proceedings); (iii) claiming any exemptions permitted under 11 U.S.C. §522 and/or North Carolina General Statutes §1C-601, *et seq.*; and (iv) to generally perform all of the duties and obligations imposed upon debtors under the Federal Bankruptcy Code, 11 U.S.C. §521 or any other applicable statute or law.

ARTICLE IV

GRANT OF SPECIFIC AUTHORITY REQUIRING PRINCIPAL'S INITIALS

If initialed by me, I expressly grant my Agent the authority to do the following specific acts:

A. Gifts.

_____ 1. IF INITIALED, the power to make gifts, in accordance with my history of making and joining in the making of gifts, to or for the benefit of any one or more of the following (including my Agent):

- a. My Spouse.
- b. My issue.
- c. The spouses of my issue.
- d. Any charitable, religious or educational organization described in Sections 170(c) and 2522(a) of the Internal Revenue Code.

_____ 2. IF INITIALED, the power to make gifts of my real or personal property or my interest in such property to my spouse and my issue, not necessarily equally, even if one of said individuals is acting as my Agent. These gifts may be made for purposes of facilitating my eligibility for government benefits or assistance, to reduce overall estate or income taxes, or to preserve my estate. Any such gifts shall be made upon the written advice of an attorney with knowledge and experience regarding these matters. In the event that I ever become a permanent resident of a long-term care facility (nursing home), I specifically give my Agent the right to gift, and to effect the transfer of, my interest in my residence to my spouse. Notwithstanding the foregoing, any gifts made under this paragraph shall be consistent with my Will and/or Trust. If I do not have a Will or Trust or if such document(s) cannot be found, then any such gifts made to my child or children shall be made equally to all my children unless a child waives a right to such gift in writing; provided, however, that an unequal gift may be made to any child who qualifies for an exempt transfer under the Medicaid rules in effect at the time the transfer is made.

_____ 3. IF INITIALED, such benefits to or for the benefit of the donee may be made in any manner including, but not limited to, outright gifts, forgiveness of indebtedness, gifts in trust, including trusts created by my Agent (the trustee of which may be my Agent), gifts to a custodian under the Uniform Gifts or Transfers to Minors Act (including a custodian designated by my Agent, which may be my Agent) and gifts to a tuition savings account or prepaid tuition plan as defined under Section 529 of the Internal Revenue Code, and gifts to an ABLE account as defined under Section 529A of the Internal Revenue Code.

_____ 4. IF INITIALED, the power to consent, pursuant to section 2513 of the Internal Revenue Code to the splitting of a gift made by my spouse.

_____ **B. Create or Change Rights of Survivorship.** IF INITIALED, the power to create, change or terminate any ownership arrangement, including bank and brokerage accounts, in which I am a joint tenant owning an interest with one or more other persons, including my Agent, with rights of survivorship.

_____ **C. Create or Change a Beneficiary Designation.** IF INITIALED, the power to create a new beneficiary designation or change an existing beneficiary designation of any retirement plan or insurance or annuity contract or other account at any financial institution in which I have an interest, including the designation of my Agent, except that my Agent cannot increase my Agent's interest as a designated beneficiary unless my Agent is my spouse, or an issue, parent or sibling of mine.

_____ **D. Delegate Authority Granted Under the Power of Attorney.** IF INITIALED, the power to delegate to another person any of the authority granted to my Agent or engage

another person on my behalf. If an appointment of another Agent is necessary because a successor Agent is not named above or is unable to serve, my Agent may appoint such person and revoke the appointment.

ARTICLE V LIMITATIONS ON EXERCISE OF POWERS BY AGENT

The following limitations shall apply to the exercise of the powers by my Agent in addition to any other limitations provided in this power of attorney:

A. Notwithstanding a grant of authority to do an act described in Article IV of this power of attorney, my Agent may exercise such authority only as my Agent determines is consistent with my objectives if actually known by my Agent and, if unknown, as my Agent determines is consistent with my best interest based on all relevant factors which may include those set out in General Statutes Section 32C-2-201 (b)(1) through (6) as follows:

1. The value and nature of my property.
2. My foreseeable obligations and need for maintenance.
3. Minimization of taxes, including income, estate, inheritance, generation-skipping transfer, and gift taxes.
4. Eligibility for a benefit, a program, or assistance under a statute or regulation.
5. My personal history of making or joining in making gifts.
6. My existing estate plan.

B. Unless otherwise specifically provided in this power of attorney, my Agent may not exercise authority under this power of attorney to create in my Agent, or in an individual to whom my Agent owes a legal obligation of support, an interest in my property whether by gift, right of survivorship, beneficiary designation, disclaimer or otherwise.

C. My Agent may not deal with insurance policies which I may own on the life of my Agent.

ARTICLE VI MISCELLANEOUS MATTERS RELATED TO MY AGENT

A. Guardianship. I nominate my Agent acting under this document to be my general guardian or the guardian of my estate if protective proceedings for my estate begin after I execute this power of attorney.

B. Accountings. My Agent shall keep full and accurate inventories and accounts of all transactions for me as my Agent. Such inventories and accounts shall be made available for inspection upon request by me or by my guardian or personal representative. My Agent shall not be required to file any inventory or accounts with any court or clerk.

C. Revocation of Agent's Authority. In addition to other events or occurrences revoking my Agent's authority under this power of attorney, I may revoke that authority and remove my Agent by a writing executed by me and delivered to my Agent in person or to my Agent's last known address by certified or registered mail return receipt requested.

D. Resignation of Agent. My Agent shall have the right to resign by giving written notice of resignation to me if I am not incapacitated or if I am incapacitated to my guardian if one has been appointed and any coagent or, if none, the successor agent next designated.

E. Duty and Liability of Agent. If my Agent accepts the authority under this power of attorney, then in exercising a power granted to my Agent, my Agent shall act in accordance with my reasonable expectations if known and, otherwise, in my best interests, in good faith, and only within the scope of the authority granted in this power of attorney. My Agent and my Agent's estate, heirs, successors, and assigns are hereby released and forever discharged by me, my estate, my heirs, successors, and assigns and personal representatives from all liability and from all claims or demands of all kinds arising out of the acts or omissions of my Agent pursuant to this document, except for willful misconduct or gross negligence.

F. Coordination with Health Care Agent. My Agent shall cooperate with my Health Care Agent appointed pursuant to a Health Care Power of Attorney meeting the requirements of Article III, Chapter 32A of the General Statutes. Any decision affecting my property or financial affairs, including a decision as to the disbursement of money or other property belonging to me, which is made by my Health Care Agent, shall be superior to and binding upon my Agent acting under this power of attorney, and my Agent shall not be required to inquire as to whether any such decision is necessary to exercise the powers relating to health care, or whether costs incurred by my Health Care Agent are reasonable, and shall not be liable to me or to my successors, assigns, heirs or personal representatives for any acts or omissions arising from any such decision.

G. Compensation of its Agent. A Corporate entity, if it acts as my agent, may receive that compensation for services which it customarily charges for like services at the time the services under this power of attorney are rendered. A licensed and practicing attorney or CPA acting as my agent may receive compensation for services based on their hourly rate.

_____ IF INITIALED, an individual Agent shall not receive compensation for services rendered but shall receive reimbursement from my assets and estate for expenses reasonably incurred in connection with performance of duties herein.

_____ IF INITIALED, an individual Agent may receive compensation for services at the rate of five percent (5.0%) of all expenditures made in addition to reimbursement from my assets and estate for expenses reasonably incurred in connection with performance of duties herein.

H. Partial Invalidity. If any part of this General Power of Attorney is declared invalid or unenforceable under applicable law, such decision shall not affect the validity of the remaining parts.

ARTICLE VII
RELIANCE ON THIS POWER OF ATTORNEY

A person that in good faith accepts this power of attorney without actual knowledge that the power of attorney or my Agent's purported authority is void, invalid, or terminated, or that my Agent exceeded my Agent's authority, may rely on the power of attorney and my Agent's authority as if they were genuine, valid, and still in effect and shall not be held responsible for any breach of fiduciary duty by my Agent.

ARTICLE VIII
REVOCATION AND TERMINATION

A. Revocation of Prior Powers of Attorney. The execution of this power of attorney shall revoke any previously executed general power of attorney that has not been registered in an office of the register of deeds in any county of North Carolina. I shall notify the agent acting under any such previously executed power of attorney of its revocation in a writing delivered in person or to the agent's last known address by registered or certified mail return receipt requested. I do not intend by the execution of this power of attorney to revoke any previously executed Health Care Power of Attorney or other power of attorney for limited or specific purpose.

B. Termination of this Power of Attorney. This power of attorney shall terminate upon (i) my death, (ii) my revocation of this power of attorney, (iii) my revocation of my Agent's authority, or upon my Agent's death, incapacity or resignation, if this power of attorney does not provide for another agent to act, or if my Agent has not appointed a successor, or (iv) upon termination by my general guardian or the guardian of my estate.

ARTICLE IX
MEANING AND EFFECT

The meaning and effect of this power of attorney shall for all purposes be determined by the law of the State of North Carolina.

ARTICLE X
EFFECTIVE DATE AND DURABILITY

This power of attorney is effective on the date it is signed by me and shall not be affected by my subsequent incapacity.

I have signed and sealed this General Power of Attorney this ___ day of _____, 2022.

_____(SEAL)
JOANNE COCHRANE

_____(SEAL)
WITNESS

_____(SEAL)
WITNESS

STATE OF NORTH CAROLINA
COUNTY OF WAKE

On this ___ day of _____, 2022, I certify that **JOANNE COCHRANE** (Principal) personally appeared before me this day, acknowledging to me that she signed the foregoing instrument and _____ and _____ witnessed such signing.

(SEAL) _____, Notary Public

My Commission Expires: