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Harnett County, North Carolina  
Matthew S. Willis, Register of Deeds  
BK 4244 PG 2202 - 2216 (15)

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Prepared by & Return to: Jackie Bedard, Carolina Family Estate Planning  
201 Commonwealth Ct., Suite 100, Cary, NC 27511 P: (919) 443-3035

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## DURABLE POWER OF ATTORNEY

### I. DESIGNATION OF AGENT

- A. **Designation of Agent.** I, **Nancy Wade Maultsby**, being of sound mind, appoint, **Charles Wesley Tutor**, as my Agent (my "Agent") for the purposes set out below. If my Agent is not reasonably available or is unable or unwilling for any reason to act as my Agent, I appoint the following to serve as my successor Agent, in the order named:

First: **Wesley Keith Tutor**  
Second: **Tyler Nichole Davis**

If I have named Co-Agents, then any such Co-Agents may act independently and severally on my behalf. If a named Co-Agent ceases to serve, then the remaining named Co-Agent(s) shall continue to serve independently and severally on my behalf. If any successor Agent resigns, dies, becomes incapacitated, is not qualified to serve, or declines or otherwise fails to serve as Agent, I appoint the next successor Agent named above to serve as my Agent. By these appointments, I hereby revoke any and all prior appointments of Power of Attorney heretofore made by me.

- B. **Authority to Delegate.** Any serving Agent may delegate, in writing, any of the Agent's authority granted under this Durable Power of Attorney. The serving Agent making a delegation under this provision may revoke the delegation at any time.
- C. **Prior or Joint Agent Unable to Act.** A successor Agent, or an Agent serving jointly with another Agent, may establish that the acting Agent or joint Agent is no longer able to serve as Agent by signing an affidavit that states that the Agent is not available or is incapable of acting. The affidavit may, but need not, be supported by a death certificate of the Agent, a certificate showing that a guardian or conservator has been appointed for the Agent, a letter from a physician stating that the Agent is incapable of managing his or her own affairs, or a letter from the Agent stating his or her unwillingness to act or delegating his or her power to the successor agent.
- D. **Appointment of a Special Agent.** My Agent may appoint, in writing, a corporate fiduciary or an individual to serve as Special Agent to exercise any power under this Durable Power of Attorney. My Agent may revoke any such appointment at will. Any Special Agent may exercise all powers granted in this Durable Power of Attorney unless expressly limited elsewhere in this Durable Power of Attorney or by the instrument appointment the Special Agent. A Special Agent may resign at any time by delivering written notice of resignation to my Agent. Notice of such resignation shall be effective in accordance with the terms of the notice.

E. **Appointment of Successor.** If, upon the death, removal or resignation of an Agent serving hereunder, no successor or surviving Agent has been named herein and/or if a person named as successor Agent fails or refuses to accept such appointment, the last person who served or is serving as Agent hereunder who was not removed from office shall have the power to appoint a person or persons to serve as successor agent(s) hereunder. The appointing Agent may resign and make the appointment effective immediately or the appointment may provide that it will become effective upon the subsequent death, removal or resignation of the appointing Agent. The appointment of a successor Agent shall be made as follows: (a) The Agent entitled to make the appointment shall sign and acknowledge a written instrument making the appointment; (b) the written instrument making the appointment shall be recorded in the office of the register of deeds where this Durable Power of Attorney has been recorded; and (c) if the appointment was to become effective upon the occurrence of a subsequent event or condition, a written instrument signed and acknowledged by the appointee giving notice of the occurrence of such event or condition shall be recorded in the office of the register of deeds where this Durable Power of Attorney has been recorded. The facts stated in the recorded appointee notice shall be conclusively presumed to be true.

## II. GENERAL STATEMENT OF AUTHORITY GRANTED

I grant to my Agent the power to do and perform in a fiduciary capacity, as the Agent may deem advisable, any act I might do or perform for myself if I were personally present and acting, including but not limited to all of the powers set forth in North Carolina General Statutes Chapter 32C, 32-27 except 32-27(29), 36C-6.602.1, and 36C-4-411(a), which hereby are incorporated by reference as they exist as of the date I execute this power, and the specific powers set forth below, but excluding those acts my Agent is not permitted to do as expressly provided in this Durable Power of Attorney or as provided by law.

## III. SPECIFIC POWERS RELATING TO PROPERTY

My Agent may exercise all of the following powers relating to property or interests in property I now own or may acquire hereafter:

- A. **Collection of Property.** The power to demand, sue for, file for, apply for, or use other lawful means to obtain, collect, and take possession and control of any sums of money, debts, checks, accounts, interest, dividends, annuities, rents, goods, chattels, inheritances, insurance benefits, social security benefits (including serving as representative payee), unemployment benefits, veteran's benefits, and any other claims and rights whatsoever, which are now or may hereafter become due, owing, payable or belonging to me; and compromise, settle, arbitrate, abandon or otherwise deal with any such claims.
- B. **Sale or Other Disposition of Property.** The power to exchange, quitclaim, convert, partition, grant an option on, abandon, store, safeguard, sell, transfer, or otherwise dispose of all or any part of my real or personal property or my interest in such property, including (without limitation) automobiles, stocks, bonds, and real estate owned by me individually, as a tenant in common, tenant-by-the-entirety or otherwise, upon any terms and conditions. The power to create, change, or terminate rights of survivorship in real or personal property, whether joint tenancy, tenancy by the entirety, or otherwise.
- C. **Acquisition and Retention of Investments.** The power to acquire and retain for any period of time, as investments and without diversification as to kind or amount, any real or personal property or interest in such property located within or outside the United States. Such interest includes (without limitation) an undivided, temporary, or remainder interest (income or non-income producing), as well as notes, bonds, debentures, mortgages and other obligations (secured or unsecured), common and preferred stocks, mutual funds (including mutual funds administered or advised by any corporate Agent acting under this Durable Power of Attorney or affiliate of such corporation), legal and discretionary trust funds, general and limited partnership interests,

membership interests in limited liability companies, leases and securities of any corporate Agent or any corporation owning stock of the corporate Agent, and leases and securities of any subsidiary or affiliate of or successor to such corporation.

- D. **Management of Property.** The power to take possession, custody, control, and otherwise manage any of my real or personal property or interest in such property, including (without limitation) the power to: (i) protect, develop, subdivide, and consolidate such property, (ii) lease such property upon any terms and conditions, including options to renew or purchase and for any period(s) of time and to modify, renew or extend any existing leases, (iii) erect, repair, or make improvements to any building or other property and to remove existing structures, (iv) establish and maintain reserves for the maintenance, protection, and improvement of such property and for other purposes, (v) initiate or continue farming, mining, or timber operations on such property, (vi) purchase and carry casualty and liability insurance, (vii) grant or release easements with respect to such property, (viii) dedicate or withdraw from dedication such property from public use, and (ix) to join with co-owners in exercising any such powers.
- E. **Business Interests.** The power to form, continue to own, and operate any business interest, whether in the form of a proprietorship, corporation, general or limited partnership, limited liability company, joint venture, or other organization, including (without limitation) the power to: (i) effect incorporation, dissolution, or other change in the form of the organization of such business interest, (ii) sell or dispose of any part of such business interest or acquire the interest of others and execute any agreements that may be necessary to accomplish such; (iii) continue, enter into, modify, or terminate any agreements relating to any such business interest, (iv) invest capital or additional capital in or lend money to such business interest; (v) enter into buy/sell agreements and other business succession agreements; (vi) vote the shares or membership interests of any such organization and to determine the advisability of, fix the terms of, and participate in, any corporate reorganization, merger, consolidation, dissolution, public offer, pooling of interest, exchange of stock, or similar transaction; (vii) elect or employ as director, officer, employee, or agent of any such business, any person, including my Agent or any employee of a corporate Agent, and to delegate authority to, compensate, and remove or discharge any such person; (viii) create or cause to be created within any such business such deferred compensation or other employee benefit plan as my Agent considers advisable; (ix) extend to any employee of any such business an option to participate in the ownership thereof, or profits therefrom, upon such terms and conditions as my Agent considers advisable; (x) cause to be made and to consent to the making or the continuation of any loans to such business, and to pledge assets of such business as collateral therefor, with any bank or other financial institution; (xi) the fact that my Agent may be an officer, director, or employee of any such business and may own an interest in such business in an individual capacity shall not, insofar as this Durable Power of Attorney is concerned, constitute an adverse or conflicting interest, and the acts of my Agent as such shall be considered as if my Agent owned no stock and did not serve as an officer, director, or employee of said business. I release my Agent from any liability for any depreciation in value or loss by reason of the retention of any such business interest except for depreciation or loss resulting from fraudulent acts of my Agent in connection therewith.
- F. **Debts.** The power to pay, adjust, and settle any legitimate and just claims or debts that may be due and owing by me at any time; and to credit payment of or cancel any note, mortgage, deed of trust, or other obligation to me upon proper payment being made, whether in full or by way of compromise or settlement, upon the furnishing of evidence thereof satisfactory to my Agent.
- G. **Borrowing Money.** The power to: (i) borrow money for my benefit from my Agent, individually, or from others, upon any terms and conditions, (ii) 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) modify, renew, or extend the time for payment of any obligation payable by me (secured or unsecured), for any period(s) of time and upon any terms and conditions.

- H. **Lending Money.** The power to: (i) lend money to any person upon any terms and conditions, (ii) modify, renew, or extend the time for payment of any obligation payable to me (secured or unsecured), for any period(s) of time and upon any terms and conditions, and (iii) foreclose, as an incident to the collection of any obligation, any deed of trust or other lien securing such obligation, bid on the property at such foreclosure sale or otherwise acquire the property without foreclosure, and retain the property so obtained.
- I. **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.
- J. **Apportion and Allocate Receipts and Expenses.** The power to determine in the absolute discretion of my Agent whether items should be charged or credited to income or principal, or be apportioned between income and principal, including without limitation the power to amortize or not to amortize any part or all of any premium or discount, to treat any profit resulting from the sale or other disposition of any property, whether purchased at a premium or at a discount, as income or principal or apportion the same between income and principal, to apportion the sales price of any property between income and principal, including the proceeds of the sale of timber, minerals, and other natural resources, to treat any dividend or other distribution on any property as income or principal or apportion the same between income and principal, to charge any expense against income or principal or apportion on the same, and to provide or not to provide a reasonable reserve against depreciation, depletion, or obsolescence on any property subject to depreciation, depletion, or obsolescence.
- K. **Exercise of Security Rights.** With regard to securities of mine, including stocks, bonds, and any evidence of indebtedness, the power to: (i) vote any such securities in person or by special, limited, or general proxy at any shareholders' meeting, (ii) consent to or participate in any contract, lease, mortgage, foreclosure, voting trust, purchase, sale, or other action by any corporation, company or association, (iii) consent to, participate in, facilitate, and implement any plan of incorporation, reincorporation, reorganization, consolidation, merger, liquidation, readjustment, or other similar plan, with respect to any such corporation, company, or association, and (iv) exercise all options, rights and privileges, including the exercise or sale of conversion, subscription, or other rights of whatever nature pertaining to any such securities, and subscribe for additional securities or other property.
- L. **Estate Planning and Gifts.** Notwithstanding any statutory limitation imposed upon the authority of my Agent to make gifts, I specifically give my Agent and all successors the power and authority to confer with attorneys and/or certified public accountants in order to make an effective estate and gifting plan on my behalf for tax purposes or any other purpose related to the preservation of my assets or the value of such assets for the benefit of my descendants, other relatives, and any other persons or organizations designated as beneficiaries in my Last Will and Testament or any trust established by me during my lifetime, and thereafter, to sign any and all documents necessary to effectuate said plan, including, but not limited to, the making of gifts (outright or in trust) of money and property on my behalf to or for the benefit of my children (whether or not my child is the Agent hereunder), relatives and descendants, whether natural or adoptive, and charities to which I heretofore have contributed, and, where necessary, to prepare and file gift tax returns and pay appropriate taxes, if any, provided that no gift or aggregation of gifts will impair my ability to support myself while living independently or leave me with insufficient resources to provide for my care in a nursing home during any period of disqualification caused by the gift. Any gifts made pursuant to this Durable Power of Attorney do not need to be consistent with any pattern of gifting that I may have established during my lifetime.

The specific beneficiaries of gifts or transfers made pursuant to this provision shall be determined in the discretion of my Agent and my Agent shall not be required to make gifts or transfers so as to benefit all of my relatives and descendants or so as to benefit the selected beneficiaries equally, it being my desire that all such decisions be made in the discretion of my Agent who will consider, among other things, the extent to which I

have been, am being, or will be cared for by such specific beneficiaries. This gifting authority is not intended to create a general power of appointment in my Agent over my property.

Notwithstanding the gifting provisions I have set forth herein, no gifts shall be made from my estate except upon review and written opinion of an attorney experienced in estate planning and elder law or a certified public accountant that such gift is appropriate and is consistent with the purposes expressed herein.

- M. **Power to Create and Transfer Assets to an Inter Vivos Trust.** The power to: (i) create any trust, revocable or irrevocable, for my benefit and that of my descendants, other relatives, or any other persons or organizations designated as beneficiaries in my Last Will and Testament or any trust established by me during my lifetime, that I may have power to create myself; (ii) amend or revoke such trust or trusts or any other trust that I may have the power to amend or revoke, including but not limited the power to amend a revocable trust to become an irrevocable trust; (iii) transfer any or all of my tangible or intangible personal property or real property to any such trusts created by me or my Agent; and (iv) remove any or all property from such trust or trusts, to the extent permitted by such trust(s). The fact that my Agent may be a remainderman or beneficiary in connection with any such transfer hereunder shall not affect the validity thereof, or constitute a breach of his or her fiduciary duty hereunder. My Agent shall consult an attorney whose practice emphasizes estate planning and elder law when creating any trust under this Section. Any trust established by my Agent pursuant to this paragraph, shall distribute the trust property upon my death in a manner consistent with the dispositive terms of my Last Will and Testament, if one exists.

Also, without limiting the authority granted to my Agent in this Section, my Agent may: (i) create and fund a sole-benefit trust in accordance with 42 USC 1396p(c)(2)(B); (ii) create and fund a self-settled trust in accordance with 42 USC 1396p(d)(4)(A); (iii) create and fund a qualified income trust in accordance with 42 USC 1396p(d)(4)(B) if such a trust should be deemed necessary to qualify me for Medicaid benefits, and make arrangements for the diversion of my income to such a trust as necessary to comply with applicable Medicaid rules and regulations; and (iv) sign all necessary documents to allow me to join any pooled trust qualifying under 42 USC 1396p(d)(4)(C) and transfer any portion of my assets to such trust.

- N. **Ownership and Rights of Survivorship.** Notwithstanding any provisions contained within this Durable Power of Attorney regarding self-dealing, my Agent may select, create, or change the rights of survivorship on any and all of my property, whether real or personal, including bank and investment accounts, insurance policies, annuities, qualified or nonqualified retirement plans, and real property interests, and may do so by any means, including by changing ownership, such as adding a joint owner or establishing a payable on death designation, transfer on death designation or similar. My Agent may designate survivorship rights among one or more remaindermen and may designate the form of title among multiple remaindermen, including, but not limited to, as tenants in common, joint tenants, community property, or tenants by the entirety. My Agent may execute any deed designating beneficiaries, including an enhanced life estate deed (also known as a "ladybird" deed), including with respect to my homestead property, if any, and may conduct any and all transactions with full power and authority in my Agent to sell, convey, mortgage, lease, and otherwise dispose of the property in accordance with the terms of the deed.
- O. **Renunciations.** The power to renounce or disclaim, in whole or in part, the right of succession to any real or personal property or interest in such property passing to me as an heir or beneficiary under a will or otherwise, when in the opinion of my Agent a renunciation or disclaimer is advisable for tax purposes.
- P. **Insurance and Annuities.** The power to exercise or perform any act, power, duty, right, or obligation in regard to a contract of life, accident, health, disability, long-term care, liability, personal property or automobile insurance or any combination of such insurance procured by me or acquired by my Agent on my behalf, including, but not limited to, the right (i) to change coverages of any such contract, (ii) to borrow upon any such contract, (iii) to

select options with respect to any such contract, including the option to terminate such contract in consideration of its cash value, (iv) to change the ownership of any such contract to my children, (v) to procure new, different, or additional contracts of such insurance for me, (vi) to make or change the beneficiary designation of any such contract (except that my Agent cannot be designated as beneficiary unless my Agent is a child or grandchild of mine); and (vii) to make and pursue claims on my behalf in regard to any such contract of insurance. My Agent may waive my right to be a beneficiary of a joint and survivor annuity, including a survivor benefit under a retirement plan. My Agent may withdraw from, transfer ownership, surrender, or purchase a commercial annuity, private annuity, or grantor retained annuity trust.

- Q. **Retirement Plans.** The power, with regard to any retirement plan in which I am a participant or of which I am a beneficiary (whether established by my Agent or otherwise), to: (i) establish one or more retirement plan(s) or arrangements under my name (ii) to make contributions (including "rollover" contributions) or cause contributions to be made to the retirement plan with my funds or otherwise on my behalf, (iii) receive and endorse checks or other distributions to me from the retirement plan or arrange for the direct deposit of the same in any account in my name, (iv) elect a form of payment of benefits from the retirement plan, withdraw benefits from the retirement plan, and make, exercise, waive, or consent to all elections and options I may have under such retirement plan, including those regarding contributions, investment or administration, or distribution and form of benefits, and (v) to borrow money from the retirement plan if I would be permitted under applicable law to do so; (vi) to designate and change beneficiaries of such plan(s) or arrangement(s), provided that such designations and changes are consistent with my known or probable wishes as otherwise expressed in my estate planning; (vii) to convert such plan(s) or arrangement(s) to any other type of plan(s) or arrangement(s); (viii) to cash in, terminate, or liquidate such retirement plan(s) or arrangements. For purposes of this Paragraph, the reference to "retirement plan" means any pension, profit-sharing plan, Keogh, stock bonus plan, individual retirement arrangement, Roth IRA, 401(k) plan, or individual 401 plan, 403(b) annuity or account, 407 plan, 409(a) plan, 457 plan, thrift savings plan, savings incentive match plan for employees (SIMPLE IRA), simplified employee pension (SEP), salary reduction simplified employee pension (SARSEP), payroll deduction individual retirement accounts, defined benefit plans, money purchase plans, employee stock ownership plan (ESOP), annuity, or any other retirement plan or employee benefit plan or similar arrangement (of whatever type) qualified under Internal Revenue Code Section 401, or an individual retirement arrangement under Sections 408 and 408A, or a tax-sheltered annuity under Section 403, or any other benefit subject to the distribution rules of Section 401(a)(9) or the corresponding provisions of any subsequent federal tax law.
- R. **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.
- S. **Dealings with Estates.** The power to request, ask, demand, sue for, recover, collect, receive, and hold and possess all legacies, bequests, devises, as are owned by, or due, owing, payable, or belonging to me at the time of execution or in which I may thereafter acquire interest, to have, use; to make all lawful means and equitable and legal remedies, procedures, and writs in my name for the collection and recovery, and delivery for me all endorsements, acquittances, releases, receipts, or other sufficient discharges for the same.
- T. **Dealings with Brokerage and Securities Accounts.** The power to effect purchases and sales (including short sales), to subscribe for and to trade in all types of securities and investments, including, but not limited to, stocks, bonds, options, limited partnership interests, trust units, commodities and options thereon, on margin or otherwise, provided such transactions are permissible under the terms of any account agreement governing any securities accounts owned by me, whether such securities or investments are in negotiable form, issued or unissued, or are traded on a foreign exchange (including any foreign currency transactions necessary to effect the trade).

The power to sell, assign, endorse and transfer all types of securities and investments, including, but not limited to, stocks, bonds, options, certificates of indebtedness, or certificates which evidence other securities of any nature, and to execute any documents necessary to effectuate the foregoing; to receive statements of transactions made for my account; to approve and confirm the same; to receive any and all notices, calls for margin, or other demands with reference to my account; to exercise employee stock options and to effect sales of employer's stock acquired pursuant to such option exercising; and to direct payments to other broker-dealers, banks and other financial service providers for purchases or trades made at such other firms, for my account or accounts, whether presently opened or hereafter opened.

The power to instruct any broker-dealer, bank, or financial service provider to make payment of money and/or securities from my accounts, and to receive and direct payment therefrom payable to me and others or for my benefit.

The power to make transfers and gifts of money, stock, bonds, options, limited partnership interests, trust unites, or other securities, or any other property or investments from my securities accounts on my behalf to any third party, including, but not limited to, individuals, entities, trust or charitable organization, in accordance with the provisions of this Power of Attorney.

- U. **Social Security and Unemployment.** The power to prepare, execute and file all Social Security, unemployment insurance and information returns required by the laws of the United States, or of any state or subdivision thereof, or of any foreign government.
- V. **Tax Sensitive Powers.** No individual serving as my Agent may exercise any fiduciary power or discretion if the exercise of such power or discretion would: (i) cause any income generated by my property to be attributed to my Agent for federal income tax purposes; (ii) cause the value of any property subject to this Durable Power of Attorney to be included in my Agent's gross estate for federal estate tax purposes; (iii) cause any distribution made or allowed to be made by my Agent to be treated as a gift from my Agent; or (iv) discharge the legal obligation of my Agent. If the exercise of a power by my Agent under the Durable Power of Attorney would cause any of the foregoing results, a Special Agent appointed under the provisions of Article I may exercise the power or discretion. The Special Agent appointed for this purpose must be an individual who is not related or subordinate to my Agent within the meaning of Section 672(c) of the Internal Revenue Code.
- W. **Motor Vehicles.** The power to purchase and sell motor vehicles in my name and to make, execute, endorse, and delivery all applications on or assignments of certificates of title or other documents in connection with the purchase or sale of motor vehicles.
- X. **Oil, Gas, Coal, Minerals, and Other Natural Resources.** The power to acquire, maintain, develop, and exploit, either along or jointly with others, any oil, gas, coal, minerals, or other natural resource rights or interests. To drill, test, explore, mine, develop, extract, remove, convert, manage, retain, store, sell, and exchange any of those rights and interests on terms and for a price that my Agent deems advisable. To execute leases, pooling and unitization agreements, and other types of agreements in connection with oil, gas, coal, mineral, and other natural resource rights and interests that my Agent deems advisable. To execute division orders, transfer orders, releases, assignments, farm outs, and any other instruments that my Agent deems proper. To employ the services of consultants and outside specialists in connection with the evaluation, management, acquisition, disposition, and development of any mineral interest.
- Y. **Cryptocurrencies.** The power to acquire, maintain, sell, transfer, exchange, and otherwise manage cryptocurrencies or similar digital currency, digital or crypto wallet, key, security, or investment, including but not limited to Bitcoin or Ethereum.

#### IV. SPECIFIC POWERS RELATING TO PERSONAL AFFAIRS

My Agent may exercise all of the following powers relating to personal affairs:

- A. **Support.** The power to do any acts (including disbursing any moneys belonging to me) that are, in the opinion of my Agent, necessary or proper for any purpose in connection with the support and maintenance of my dependents and myself in accordance with our customary standard of living, including (without limitation) provisions for housing, clothing, food, transportation, recreation, education, and the employment of any person whose services may be needed for such purposes.
- B. **Health Care.** The power to disburse any moneys belonging to me that, in the opinion of my Agent, may be necessary or proper for any purpose in connection with my health care and the health care of my dependents, that is, any care, treatment, service or procedure to maintain, diagnose, treat, or provide for my physical or mental health or personal care and comfort and that of my dependents, including, but not limited to, the power to pay for the charges of health care providers, such as any physician, dentist or podiatrist and any hospital, nursing or convalescent home, or other institution.
- C. **Other Personal Affairs.** The power to do any acts (including disbursing any moneys belonging to me) that are, in the opinion of my Agent, necessary or proper in connection with the conduct of my other personal affairs, including, but not limited to, (i) use any credit card account or charge account in my name to make purchases on my behalf, to open a new credit card account or charge account, or to close any existing credit card account or charge account; (ii) payments or contributions to any charitable, religious or educational organizations, (iii) dealing with my mail and representing me in any matter concerning the U.S. Postal Service, (iv) continuation or discontinuation of my membership in any club or other organization, and (v) acceptance of or resignation from, on my behalf, any offices or positions which I may hold including any fiduciary positions and appointment of, on my behalf, any fiduciaries which I may have the right to appoint.
- D. **HIPAA Release Authority.** I intend for my Agent to be treated as I would be with respect to my rights regarding the use and disclosure of my individually identifiable health information or other medical records. This release authority applies to any information governed by the Health Insurance Portability and Accountability Act of 1996 (also known as HIPAA), 42 USC 1320d and 45 CFR 160-164. I authorize any physician, healthcare professional, dentist, health plan, hospital, clinic, laboratory, pharmacy, or other covered health care provider, any insurance company and the Medical Information Bureau, Inc., or other health care clearinghouse that has provided treatment or services to me or that has paid for or is seeking payment from me for such services to give, disclose and release to my Agent, without restriction, all of my individually identifiable health information and medical records regarding any past, present or future medical or mental health condition, to include all information relating to the diagnosis and treatment of HIV/AIDS, sexually transmitted diseases, mental illness and drug or alcohol abuse. The authority given my agent shall supersede any prior agreement that I may have made with my health care providers to restrict access to or disclosure of my individually identifiable health information. The authority given my Agent has no expiration date and shall expire only in the event that I revoke the authority in writing and delivery it to my health care provider; however, I leave decisions about my health care to my health care agent under North Carolina law.
- E. **Payments for Care or Assistance in Home.** Should I need assistance with day to day tasks or direct care, I authorize my Agent to use my income and savings to pay for home services or care, whether provided by family members, friends, or others in the business of providing such services. If the family member or other person resigns from or takes a leave of absence from paid employment in order to care for me, that person may be compensated at up to the amount that he or she would have been paid at the job which he or she has left or from which he or she has taken a leave of absence. I intend that the employed care giver be fully reimbursed for loss of income or benefits. The types of services which I understand can keep me in my home despite a deteriorating



medical condition include: home and yard maintenance, house cleaning, laundry, shopping, food preparation, security services, telephone call-in service, in-home personal care (such as bathing or medication management), taxi/transportation service, companion care and nursing care. These services all have value to me, although I understand that certain services would cost more on the open market. I direct my Agent to arrange for reasonable compensation to any person, including the Agent, who provides these services to help me stay in my home.

- F. **Payment for Care Management.** I consider the task to managing care and overseeing care/service providers to be very important to my quality of life, and direct that such services be compensated at the then-current market value. Should any agent, family member or friend personally undertake to arrange for and manage my care during any illness which I may suffer, whether that care is provided in a home or in a medical or nursing institution, then I authorize compensation to that personal care manager at the then-current fair market rate for the services provided. I also authorize my Agent to contract with such a person to formalize the services to be provided to me and the compensation to be paid therefor.
- G. **Obtain and Maintain Eligibility for Medicaid, Social Security and Other Public Benefits.** My Agent shall have the power to take any and all steps necessary, in my Agent's judgment, to obtain and maintain my eligibility for any and all public benefits and entitlement programs. This power includes but is not limited to the following:
- i. To handle in all respects any contracts, programs or benefits under governmental programs of all kinds, including not limited to, executing any applications, agreements, claims, waivers, consents or other documents deemed by my Agent to be appropriate; and
  - ii. My Agent may make application and qualify for me and in my name and for my account any or all public or private benefit payments of every kind, including, but not limited to Social Security, Supplemental Security Income, Veterans' Benefits, Medicare, Medicaid, Special Assistance Medicaid, PACE, In-Home Support Services, or any other state and/or federal benefits program whether now existing or hereafter adopted, to receive and receipt for same, to negotiate checks in payment of same, and to administer, handle and disburse same in any and every way. The authority herein granted shall include, but not be limited to, converting my assets into assets that do not disqualify me from receiving such benefits and/or divesting me of such assets.
  - iii. If I should enter a nursing facility or residential care facility that is licensed and certified to receive benefits under Title XIX of the Social Security Act, 42 U.S.C. sec. 1396 et seq., as amended (i.e., "Medicaid"), or if it is believed that I may, at some time enter such a facility, my Agent shall have full power and authority to take all lawful measures to shelter my assets and income from depletion by payments to such facility, and to facilitate my eligibility for Medicaid benefits at the earliest possible date. Without limiting the generality of the foregoing, I authorize my Agent to take the following actions, among others:
    - a. My Agent is authorized to attend all interviews as may be required to process an application for benefits, to file any required verifications or reports of changes and, if necessary, to prosecute any Fair Hearings or Superior or Federal Court appeals as may be necessary to prosecute an application or secure my legal rights to benefits.
    - b. My Agent is authorized to convert countable assets, including but not limited to cash, bank accounts, individual retirement accounts, 401(K) and 403(B) plans, deferred annuities, revocable burial contracts, and life insurance into non-countable assets, including but not limited to the following purchases on my behalf: the purchase of an irrevocable, prepaid funeral contract; the purchase of a cemetery plot, casket, casket liner, headstone and payment of all other reasonable funeral and burial services; the purchase of essential household items, such as appliances, clothing, household furnishings and personal, non-investment jewelry;

the contracting for repairs and improvements to my homestead; and the purchase of an automobile, van or other motor vehicle.

- c. My Agent may use some or all of my assets to purchase an immediate annuity with an insurance or annuity company, or may enter into a private annuity agreement, even if my Agent, or persons associated with my Agent, is the obligor under such private annuity agreement, provided that such annuity, whether commercial or private, is "actuarially sound" within the meaning of CMS Transmittal No. 64 (Nov. 1994) and provided further that such annuity is irrevocable and non-assignable.
- d. If I ever enter a nursing home or other care facility, it is my intent to return to any home that I own or in which I have an interest. This should not limit the ability of my Agent to exercise the full powers listed in this document and I understand that there may be some circumstances where it may be best for my Agent to sell my home. I hereby authorize my Agent to execute a "Statement of Intent to Return Home" or similar certification in connection with any Medicaid application, Medicaid, recertification, or any similar public benefit or entitlement program, that may need to be filed on my behalf.
- e. My Agent is authorized to consult with an elder law attorney that regularly handles such benefits planning regarding qualification for such benefits and other allowable methods of converting countable assets to non-countable assets for purposes of qualifying for such benefits. The enumeration of the above powers shall in no way be construed as a limitation on the powers of my Agent to act to shelter my assets. Notwithstanding the foregoing, if my Agent stands to benefit by such actions as outlined herein, whether at the time of such actions or as a future benefit of such actions, then my Agent shall obtain a written opinion of an attorney experienced in elder law and such benefits planning that such actions are appropriate and consistent with the purposes expressed herein.

H. **Benefits from Military Service.** To execute vouchers in my name for any and all allowances and reimbursements payable by the United States, or subdivision thereof, to me, arising from or based upon military service, and to receive, to endorse, and to collect the proceeds of any check payable to my order drawn on the treasurer or other fiscal officer or depository of the United States or subdivision thereof; to take possession and to order the removal and shipment, of any property of mine from any post, warehouse, depot, dock, or other place of storage or safekeeping, either governmental or private, to execute and to deliver any release, voucher, receipt, bill of lading, shipping ticket, certificate, or other instrument which the Agent shall think to be desirable or necessary for such purpose, to prepare, to file, and to prosecute my claim to any benefit or assistance, financial, or otherwise, to which I am, or claim to be, entitled, under the provisions of any statute or regulation existing at the creation of the agency or thereafter enacted by the United States or any state or by any subdivision thereof, or by any foreign government, which benefit assistance arises from or is based upon military services performed prior to or after executed hereof, or arises from or is based upon my status as a spouse, widow, child, or dependent of another who performed military service.

I. **Bankruptcy.** My Agent may authorize the commencement of a bankruptcy case on my behalf, as provided under 11 U.S.C. Section 301 (and any amendments thereto). My Agent may exercise this power to the same extent as any other individual debtor filing for bankruptcy relief under Chapter(s) 7, 11, 12, 15, and/or 15 of the United States Bankruptcy Code (or any other applicable Chapters or bankruptcy laws that may be added or amended from time to time). My Agent may appear on my behalf throughout the duration of my bankruptcy case, including but not limited to at the Meeting of Creditors held pursuant to 11 U.S.C. Section 341 (and any amendments thereto). My Agent may exercise this power by authorizing the filing of any/all subsequent documents, schedules and/or related pleadings in my bankruptcy case (including but not limited to the commencement of Adversary

Proceedings), and may claim any exemption(s) permitted under 11 U.S.C. Section 522 and/or N.C.G.S. Section 1C-1601, *et seq.* (and any amendments to either thereto). My agent is further authorized to use whatever additional powers may be needed in order to faithfully carry out on my behalf any of the duties required under 11 U.S.C. Section 521 (and any amendments thereto), or any other applicable law deemed necessary in order to carry out the process of my bankruptcy case. My Agent is authorized to hire an attorney for the purposes of obtaining legal advice and representation when exercising the specific grant of power described in this paragraph.

- J. **Domicile.** My Agent may change or maintain my domicile and/or residency for any and all purposes and take any and all actions to effectuate the foregoing.
- K. **Advance Funeral Arrangements.** My Agent may make advance funeral arrangements for my funeral and burial, including a burial plot, marker, funeral trust, or any other related arrangements that my Agent considers appropriate.
- L. **Power to Execute Power of Attorney of Financial Institutions.** My Agent may execute a financial institution's durable power of attorney, or other instrument, deemed necessary by the financial institution to grant my Agent authority over assets I hold at the financial institution when a company-specific power of attorney is required by the financial institution.
- M. **Domestic Pets.** My Agent may make reasonable expenditures for the care, maintenance, support, and general welfare of my domestic pets, if any. Specifically, without limitation, my Agent may consent to and make reasonable expenditures for medical treatment, boarding, and kennel care of any of my domestic pets. I authorize any and all payments from my funds for pet care provided by any person or entity, including my Agent. In addition, my Agent may acquire a domestic service pet if, in my Agent's sole discretion, such service pet will benefit me.

## V. MISCELLANEOUS SPECIFIC POWERS

My Agent may exercise all of the following miscellaneous powers:

- A. **Tax Matters.** To power perform any and all acts that I might perform with respect to any and all federal, state, local, and foreign taxes, for the period between the tax years 1984 and 2084, including, but not limited to, the power (i) to make, execute, and file returns, amended returns, declarations of estimated tax, joint or otherwise, and to represent me or to sign an Internal Revenue Service Form 2848 ("Power of Attorney and Declaration of Representative") or 8821 ("Tax Information Authorization"), or comparable authorization, appointing a qualified lawyer, certified public accountant, or enrolled agent (including my Agent if my Agent is qualified as such a lawyer, accountant, or agent) to represent me in all tax matters before any office of the Internal Revenue Service or any state, local, or foreign taxing authority with respect to all types of taxes; (ii) to represent me before any office of the Internal Revenue Service or other taxing authority with respect to any audit or other tax matter involving any tax year or period; (iii) to receive from or inspect confidential information in any office of, the Internal Revenue Service or state, local, or foreign tax authority; (iv) to receive, endorse, and collect checks refunding taxes, penalties, or interest; (v) to execute waivers of restrictions on assessment or collection of deficiencies in tax; (vi) to execute consents extending the statutory period for assessment or collection of taxes; (vii) to execute and prosecute protests or claims for refund or applications for correction of assessed value; (viii) to execute closing agreements under IRC § 7121 or comparable provisions of any state, local, or foreign tax statutes or regulations; (ix) to prosecute, defend, compromise, or settle any tax matter; (x) to delegate authority to or substitute another representative for any one previously appointed by me, any Agent, or attorney, respecting any such taxes or tax matters; and (xi) to receive copies of all notices and other written communications involving my federal, state, local, or foreign taxes at the home or office address of my Agent. I waive any privileges I may have against disclosure of any confidential tax information to my Agent. If I am married, to signify, as may be

required under IRC § 2513 or any corresponding section of any future United States law, my consent to having one-half (1/2) of any gift(s) made by my spouse considered as made by me. This Durable Power of Attorney shall be deemed to apply to all types of taxes, including, but not limited to, all foreign taxes, federal income, FICA, payroll, generation skipping (and allocation of my generation skipping exemption), and gift taxes, and state and local income, payroll, intangibles, gift, and generation skipping (and allocation of my generation skipping exemption), due, reportable, or payable; and all returns to be filed on, within, or between the following years: 1984, 1985, 1986, 1987, 1988, 1989, 1990, 1991, 1992, 1993, 1994, 1995, 1996, 1997, 1998, 1999, 2000, 2001, 2002, 2003, 2004, 2005, 2006, 2007, 2008, 2009, 2010, 2011, 2012, 2013, 2015, 2015, 2016, 2017, 2018, 2019, 2020, 2021, 2022, 2023, 2024, 2025, 2026, 2027, 2028, 2029, 2030, 2031, 2032, 2033, 2034, 2035, 2036, 2037, 2038, 2039, 2040, 2041, 2042, 2043, 2044, 2045, 2046, 2047, 2048, 2049, 2050, 2051, 2052, 2053, 2054, 2055, 2056, 2057, 2058, 2059, 2060, 2061, 2062, 2063, 2064, 2065, 2066, 2067, 2068, 2069, 2070, 2071, 2072, 2073, 2074, 2075, 2076, 2077, 2078, 2079, 2080, 2081, 2082, 2083, 2084.

- B. **Banking Transactions.** The power to: (i) make deposits in or withdrawals from any of my accounts in any banking, trust, or investment institution, whether such account is in my name or in the joint names of myself and any other person, (ii) open any account or interest with any such institution in my name or in the name of my Agent or in our names jointly, (iii) endorse any checks or negotiable instruments payable to me for collection or deposit to such accounts, and sign, execute, and deliver checks or drafts on such accounts, and (iv) exercise any right, option or privilege pertaining to any account, deposit, certificate of deposit, or other interest with any such institution.
- C. **Safe Deposits.** The power to: (i) have access to any safe deposit box held in my name or in the joint names of myself and any other person, (ii) lease one or more safe deposit boxes for safekeeping of my assets, and (iii) deal with the contents of any safe deposit box, including the removal of such contents.
- D. **Legal and Other Actions.** The power to cause to be commenced, prosecuted, defended, appealed, compromised, settled, arbitrated, or discontinued in my name as plaintiff or defendant, as the case may be, any legal or equitable proceedings, judicial or administrative.
- E. **Employment of Advisors.** The power to employ persons, firms, and corporations to advise or assist my Agent, including (without limitation) agents, accountants, auditors, brokers, financial planners, attorneys-at-law, custodians, geriatric care managers, social workers, investment counsel, rental agents, realtors, appraisers, and tax specialists. My Agent is not obligated to retain or pay for any health care professional on my behalf. My Agent may employ the attorney who prepared this Durable Power of Attorney or any other attorney employed by me in connection with my estate plan or business matters and I specifically (i) waive any and all conflicts of interest that might arise through such employment; (ii) authorize the attorney to make full disclosure of my estate plan and business to the Agent; and (iii) authorize the attorney to accept the engagement.
- F. **Digital Assets.** The power (i) to access, modify, read, use, control, archive, transfer, and delete my digital devices, including but not limited to, desktops, laptops, tablets, peripherals, storage devices, mobile telephones, smartphones, smartwatches, and any similar device or hardware which currently exists or may exist as technology develops or such comparable items as technology develops for the purposes of accessing, modifying, deleting, controlling or transferring my digital assets, and (ii) access, modify, read, use, control, archive, transfer, and delete my digital assets, including but not limited to, my emails sent and received, email accounts, digital music, digital photographs, digital videos, software licenses, gaming accounts, social network accounts, file sharing accounts, financial accounts, online medical, dental, or health care records, domain registrations, DNS service accounts, web hosting accounts, tax preparation service accounts, online stores, affiliate programs, gambling and poker accounts, accounts with publishers, accounts for access of employee benefits, accounts with Internet service providers, accounts to manage websites, accounts with utility companies, accounts for "cloud-based" services, other online accounts and similar digital items which currently exist or may exist as technology develops or such

comparable items as technology develops. My Agent is specifically authorized to request and change my access credentials to any online account, such as username, password, and secret question.

- G. **Legal Documents and Incidental Costs.** The power to make, execute, endorse, acknowledge, and delivery any and all instruments under seal, oath, verification or otherwise, including, but not limited to, receipts, endorsements, releases, compromises, deeds, leases, mortgages, deeds of trust, security agreements, contracts, assignments, options, stock powers, proxies, promissory notes, bonds, financing statements, subordination agreements, checks, negotiable instruments and satisfactions of mortgages, deeds of trust and security agreements or any other document that may be necessary, desirable, convenient or proper in order to exercise and carry out any of the powers described in this document, and to incur reasonable costs on my behalf incident to the exercise of these powers.

#### VI. LIMITATIONS ON EXERCISE OF POWERS BY AGENT

Notwithstanding the grant of powers in this Durable Power of Attorney, my Agent shall have no power to: (i) exercise any incident of ownership over any life insurance policy that I own which insures the life of my Agent; (ii) to make or revoke a will on my behalf, nor may my Agent revoke my will or any codicils thereto (this restriction shall not be construed to limit the power of my Agent to create and fund a living trust so long as the dispositive provisions of such trust respect and are consistent with the dispositive terms as set forth in my existing will, if any); (iii) marry, divorce, or adopt, or to make any other similar personal decisions on my behalf; (iv) cause assets to pass to the Agent or in discharge of the legal obligations of my Agent, whether by inter vivos transfer, designation of beneficiary of any contract, or in any other manner, except as specifically authorized by this Durable Power of Attorney.

#### VII. EFFECT OF SUBSEQUENT DISABILITY OF PRINCIPAL

This Durable Power of Attorney shall not be affected by my subsequent incapacity or mental incompetence.

#### VIII. ADMINISTRATIVE AND OTHER MISCELLANEOUS PROVISIONS

- A. **Guardianship Provision.** If it becomes necessary for a court to appoint a guardian of my estate, I nominate my Agent acting under this document to be the guardian of my estate to serve without bond or security.
- B. **Reliance of Third Parties on Agent.** No person who relies in good faith upon the authority of or any representations by my Agent shall be liable to me, my estate, my heirs, successors, assigns, or personal representatives, for actions or omissions by my Agent. The powers conferred on my Agent by this document may be exercised by my Agent alone, and my Agent's signature or act under the authority granted in this document may be accepted by persons as fully authorized by me and as having the same force and effect as if I were personally present, competent, and acting on my own behalf. All acts performed in good faith by my Agent pursuant to this Durable Power of Attorney are done with my consent and shall have the same validity and effect as if I were present and exercised the powers myself, and shall inure to the benefit of and bind me, my estate, my heirs, successors, assigns, and personal representatives. The authority of my Agent pursuant to this Durable Power of Attorney shall be superior to and binding upon my family, relatives, friends, and others.
- C. **Revocation of Durable Power of Attorney.** If this Durable Power of Attorney has not been registered in an office of the register of deeds in any county in North Carolina, then in addition to the methods of revocation provided by Chapter 32C of the General Statutes of North Carolina, this Durable Power of Attorney may be revoked by my execution and acknowledgement of a subsequent Durable Power of Attorney, in the manner provided for execution of durable powers of attorney in Chapter 32C of the General Statutes of North Carolina. A copy of the subsequent Durable Power of Attorney is to be either personally delivered to my Agent acting under this Durable Power of Attorney, or sent to the Agent's last known address by certified or registered mail, return receipt requested.

- D. **Removal and Resignation of Agent.** I shall have the right to remove an Agent at any time in a document that has been signed and acknowledged before a notary public and either personally delivered to the Agent or sent to the Agent's last known address by certified or registered mail, return receipt requested. An Agent shall have the right to resign in a document that has been signed and acknowledged before a notary public and personally delivered to me and to any other Agent acting under this Durable Power of Attorney (or, if none, to the designated Successor Agent, if any), or sent to such Agent's last known address by certified or registered mail, return receipt requested.
- E. **Duty and Limited Liability of Agent.** This Durable Power of Attorney does not impose a duty on my Agent to exercise granted powers, but when a power is exercised, my Agent shall use due care to act in my best interests and in accordance with this document. My Agent and my Agent's estate, heirs, successors, and assigns are hereby released and forever discharged by me, my estate, my heirs, successors, assigns, and personal representatives from all liability and from all claims or demands of all kinds arising from any acts or omissions of my Agent pursuant to this document, except for those that arise from willful misconduct or gross negligence.
- F. **Ratification, Filing and Accountings.** I hereby ratify and confirm all things that my said Agent shall lawfully do or cause to be done by virtue of the powers herein conferred. My Agent shall not be required to file this document with any Register of Deeds, Clerk of Superior Court, or other governmental office or official unless such filing is required by law notwithstanding my will and desire herein expressed. I direct that during my lifetime my Agent shall not be required to make or give any inventories, appraisals, accounts, or reports to any court or to give bond, but it shall be the duty of my Agent to keep full and accurate inventories and records of all transactions for me as my Agent and of all my property and the disposition thereof. Such inventories and accounts shall be made available for inspection upon request by me or by my guardian or personal representative. At my death an inventory and a final account of all such transaction shall be delivered to the personal representative of my estate, together with all property of mine included in such final inventory.
- G. **Relation of Agent to Health Care Agent.** Any decision my Health Care Agent makes affecting my property or financial affairs, including a decision as to the disbursement of moneys belonging to me, shall be superior to and binding upon the Agent acting under this Durable Power of Attorney (such Health Care Agent has been appointed pursuant to a Health Care Power of Attorney meeting the requirements of Chapter 32C of the General Statutes of North Carolina). My Agent acting under this Durable Power of Attorney shall not be required to inquire into whether any such decision is necessary to exercise powers relating to health care, or whether costs incurred by my Health Care Agent are reasonable, and shall not be liable to me, my estate, my heirs, successors, assigns, and personal representatives for any acts or omissions arising from any such decision.
- H. **Partial Invalidity.** If any part of this Durable Power of Attorney is declared invalid or unenforceable under applicable law, such decision shall not affect the validity of the remaining parts.
- I. **Consent to Disclosure.** My Agent, by accepting appointment as such, consents to the disclosure by any lawyer who is engaged to assist my Agent in matters relating to this Durable Power of Attorney to me, to members of my family, or to the court, of any act or omission that might constitute a breach of fiduciary duties, including information obtained through disclosures made to the lawyer by my Agent.
- J. **Compensation and Reimbursement of Agent.** If my Agent is a professional (such as an attorney, accountant, geriatric care manager, professional guardian, conservator, or other fiduciary, or other professional, including entities that provide similar services), my Agent is entitled to compensation for services rendered pursuant to this Durable Power of Attorney at such professional's then stated rates. If my Agent is not a professional, then my Agent may (1) pay to or for the benefit of himself or herself an amount not to exceed five percent (5%) of the receipts, including the value of all personal and real property when received, and also an amount not to exceed five percent (5%) of the expenditures made in accordance with law; or alternately, (2) if my Agent has not taken

five percent (5%) of receipts as allowed above, and accurate hourly records are kept, my Agent may pay himself or herself on an hourly basis in a reasonable amount not to exceed Fifty Dollars per hour. In addition, I reserve the right to authorizing my Agent, in writing, to pay to himself or herself additional or different compensation. If my Agent is a licensed attorney-at-law or accountant; I authorize my Agent to pay to or for the benefit of himself or herself a reasonable fee as compensation for any professional services he or she performs on my behalf as attorney-at-law or accountant; such compensation to be in addition to the fees referred to above. No Agent who has been adjudged guilty of misconduct in the execution of this office resulting in the removal of the Agent from this office shall be entitled to any compensation hereunder. Whether or not my Agent is a professional, my Agent is entitled to reimbursement for costs reasonably incurred while acting as my agent, including, but not limited to: phone bills; postage; and travel expenses, if necessary, to supervise my care.

**K. Continuing Nature and Conflicts of Interest.** The powers herein granted shall be deemed continuing and relate as fully to any property that I may hereafter acquire as to any property that I may own, and may be exercised repeatedly. In the event my Agent will occupy, from a legal standpoint, positions in which a conflict of interest is either real or apparent, I hereby declare that the existence of any conflict of whatever nature or however arising shall not in any manner limit any of the powers herein conferred upon my Agent, who may perform any act authorized hereunder notwithstanding any such conflict of interest or self-dealing.

**L. Effect of Duplicate Originals or Copies.** If this Durable Power of Attorney has been executed in multiple counterparts, each counterpart original will have equal force and effect. My Agent may make copies of this Durable Power of Attorney and each copy will have the same force and effect as the original. A copy means an electronic, digital, facsimile, photocopy, or other reproduction of this Durable Power of Attorney.

**M. Acceptance of Appointment as Agent.** Any manifestation of acceptance of appointment as Agent, whether in writing, or by conduct, is an acceptance of all aspects of this Durable Power of Attorney, and may not be limited to only certain aspects. Appointment as Agent is accepted by: (i) signing any document manifesting acceptance; (ii) exercising any authority or performing any duties as Agent under this Durable Power of Attorney; or (iii) any other assertion or conduct indicating acceptance.

I have signed and sealed this Durable Power of Attorney.

Date: June 23, 2024

Nancy Wade Maultsby (SEAL)  
Nancy Wade Maultsby

STATE OF NORTH CAROLINA )  
 ) ss.  
COUNTY OF WAKE )

I certify that **Nancy Wade Maultsby**, the Principal, appeared before me this day, and being either personally known to me or having produced satisfactory evidence of the Principal's identification, the Principal acknowledged to me execution of the foregoing Durable Power of Attorney, and voluntarily signed the foregoing document for the purpose stated therein and in the capacity indicated.

Date: June 23, 2024

KATHLEEN MORRISEY  
Notary Public, North Carolina  
Wake County  
My Commission Expires  
April 04, 2026

Kathleen Morrisey  
Kathleen Morrisey, Notary Public  
My commission expires: April 4, 2026