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FORSYTH CO, NC FEE \$34.00

PRESENTED & RECORDED:

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LYNNE JOHNSON

REGISTER OF DEEDS

BY ANGELAM THOMPSON, DPTY

**BK: RE 3730**

**PG: 4101-4117**

Prepared by: John N. Taylor, Jr., Esq. (NC State Bar No. 16064)  
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STATE OF NORTH CAROLINA

COUNTY OF FORSYTH

#### **STATUTORY SHORT FORM POWER OF ATTORNEY**

NOTICE: THE POWERS GRANTED BY THIS DOCUMENT ARE BROAD AND SWEEPING. THEY ARE DEFINED IN CHAPTER 32C OF THE NORTH CAROLINA GENERAL STATUTES, WHICH EXPRESSLY PERMITS THE USE OF ANY OTHER OR DIFFERENT FORM OF POWER OF ATTORNEY DESIRED BY THE PARTIES CONCERNED.

#### **IMPORTANT INFORMATION**

This power of attorney authorizes another person (your agent) to make decisions concerning your property for you (the principal). Your agent will be able to make decisions and act with respect to your property (including your money) whether or not you are able to act for yourself. This power of attorney does not authorize the agent to make health care decisions for you. You should select someone you trust to serve as your agent. Unless you specify otherwise, generally the agent's authority will continue until you die or revoke the power of attorney or the agent resigns or is unable to act for you. Your agent is entitled to reasonable compensation unless you state otherwise in the Additional Provisions and Exclusions. If your agent is unable or unwilling to act for you, your power of attorney will end unless you have named a successor agent. You may also name a second successor agent. This power of attorney becomes effective immediately.

Original to: Marina Infanger

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### DESIGNATION OF AGENT

I, **JAMES RICHARDS** (hereinafter sometimes referred to as "the principal"), name the following person to act as my agent: **CHRISTINA MARIE CRUIKSHANK**. If my agent dies, resigns or is otherwise unable or unwilling to serve, then I appoint **DAVID FOSTER CRUIKSHANK** as my successor agent. My agent and successor agent shall be referred to herein as "agent."

I give to my agent (1) the full power to appoint another to act as my agent with limited authority with regard to specified transaction(s) as set out in the limited appointment, to the extent such specified transaction is within the scope of authority granted below, and (2) the full power to revoke such appointment.

### EFFECTIVENESS OF APPOINTMENT

This power of attorney will become effective only at such time as my attending physician determines that I lack capacity to make or communicate decisions relating to my business and financial affairs, if this document is recorded in the office of the Register of Deeds of the county in which I reside, unless I have previously revoked this power of attorney. In the event of my incapacity, my designation of an Agent ceases to be effective when I regain my capacity to make or communicate decisions relating to my business and financial affairs or when I die.

### GRANT OF GENERAL AUTHORITY

I grant my agent general authority to act for me with respect to the following subjects as defined in the North Carolina Uniform Power of Attorney Act, Chapter 32C of the General Statutes:

Real Property (§ 32C-2-204).

I authorize my agent to do all of the following:

- (1) Demand, buy, lease, receive, accept as a gift or as security for an extension of credit, or otherwise acquire or reject an interest in real property or a right incident to real property.
- (2) Sell; exchange; convey with or without covenants, representations, or warranties; quitclaim; release; surrender; retain title for security; encumber; partition; consent to partitioning; subject to an easement or covenant; subdivide; apply for zoning or other governmental permits; plat or consent to platting; develop; grant an option concerning; lease; sublease; contribute to an entity in exchange for an interest in that entity; or otherwise grant or dispose of an interest in real property or a right incident to real property.
- (3) Pledge or encumber an interest in real property or right incident to real property as security for the principal or any entity in which the principal has an ownership interest to borrow money or to pay, renew, or extend the time of payment of (i) a debt of the principal, (ii) or a debt guaranteed by the principal, (iii) a debt of any entity in which the principal has an ownership interest, or (iv) a debt guaranteed by any entity in which the principal has an ownership interest.

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(4) Release, assign, satisfy, or enforce by litigation or otherwise a mortgage, deed of trust, conditional sale contract, encumbrance, lien, or other claim to real property which exists or is asserted.

(5) Manage or conserve an interest in real property or a right incident to real property owned or claimed to be owned by the principal or to be acquired by the principal, including all of the following:

- a. Insuring against liability or casualty or other loss.
- b. Obtaining or regaining possession of or protecting the interest or right by litigation or otherwise.
- c. Paying, assessing, compromising, or contesting taxes or assessments or applying for and receiving refunds in connection with them.
- d. Purchasing supplies, hiring assistance or labor, and making repairs or alterations to the real property.
- e. Obtaining title insurance for the benefit of the principal and/or any lender that has or will obtain a mortgage or deed of trust encumbering the real property.

(6) Use, develop, alter, replace, remove, erect, or install structures or other improvements upon real property in or incident to which the principal has, or claims to have, an interest or right.

(7) Participate in a reorganization with respect to real property or an entity that owns an interest in or right incident to real property and receive, hold, and act with respect to stocks and bonds or other property received in a plan of reorganization, including all of the following:

- a. Selling or otherwise disposing of them.
- b. Exercising or selling an option, right of conversion, or similar right with respect to them.
- c. Exercising any voting rights in person or by proxy.

(8) Change the form of title of an interest in or right incident to real property.

(9) Dedicate to public use, with or without consideration, easements or other real property in which the principal has, or claims to have, an interest.

(10) With respect to any real property owned or claimed to be owned by the principal's spouse and in which the principal's only interest is a marital interest, waive, release, or subordinate the principal's inchoate right pursuant to G.S. 29-30 to claim an elective life estate in the real property, regardless of whether the waiver, release, or subordination will benefit the agent or a person to whom the agent owes an obligation of support.

## Tangible Personal Property (§ 32C-2-205).

I authorize my agent to do all of the following:

- (1) Demand, buy, receive, accept as a gift or as security for an extension of credit, or otherwise acquire or reject ownership or possession of tangible personal property or an interest in tangible personal property.
- (2) Sell; exchange; convey with or without covenants, representations, or warranties; quitclaim; release; surrender; create a security interest in; grant options concerning; lease; sublease; or, otherwise dispose of tangible personal property or an interest in tangible personal property.
- (3) Grant a security interest in tangible personal property or an interest in tangible personal property as security for the principal or any entity in which the principal has an ownership interest to borrow money or to pay, renew, or extend the time of payment of (i) a debt of the principal, (ii) a debt guaranteed by the principal, (iii) a debt of any entity in which the principal has an ownership interest, or (iv) a debt guaranteed by any entity in which the principal has an ownership interest.
- (4) Release, assign, satisfy, or enforce by litigation or otherwise, a security interest, lien, or other claim on behalf of the principal, with respect to tangible personal property or an interest in tangible personal property.
- (5) Manage or conserve tangible personal property or an interest in tangible personal property on behalf of the principal, including all of the following:
  - a. Insuring against liability or casualty or other loss.
  - b. Obtaining or regaining possession of or protecting the property or interest, by litigation or otherwise.
  - c. Paying, assessing, compromising, or contesting taxes or assessments or applying for and receiving refunds in connection with taxes or assessments.
  - d. Moving the property from place to place.
  - e. Storing the property for hire or on a gratuitous bailment.
  - f. Using and making repairs, alterations, or improvements to the property.
- (6) Change the form of title of an interest in tangible personal property.

Stocks and Bonds (§ 32C-2-206).

I authorize my agent to do all of the following:

- (1) Buy, sell, and exchange stocks and bonds.
- (2) Establish, continue, modify, or terminate an account with respect to stocks and bonds.
- (3) Pledge stocks and bonds as security for the principal or any entity in which the principal has an ownership interest to borrow money, or to pay, renew, or extend the time of payment of (i) a debt of the principal, (ii) a debt guaranteed by the principal, (iii) a debt of any entity in which the principal has an ownership interest, or (iv) a debt guaranteed by any entity in which the principal has an ownership interest.
- (4) Receive certificates and other evidences of ownership with respect to stocks and bonds.
- (5) Exercise voting rights with respect to stocks and bonds in person or by proxy, enter into voting trusts, and consent to limitations on the right to vote.

Commodities and Options (§ 32C-2-207).

I authorize my agent to do all of the following:

- (1) Buy, sell, exchange, assign, settle, and exercise commodity futures contracts and call or put options on stocks or stock indexes traded on a regulated option exchange.
- (2) Establish, continue, modify, and terminate option accounts.

Banks and Other Financial Institutions (§ 32C-2-208).

I authorize my agent to do all of the following:

- (1) Continue, modify, and terminate an account or other banking arrangement made by or on behalf of the principal.
- (2) Establish, modify, and terminate an account or other banking arrangement with a bank, trust company, savings and loan association, credit union, thrift company, brokerage firm, or other financial institution selected by the agent.
- (3) Contract for services available from a financial institution, including renting a safe deposit box or space in a vault, and continue, modify, and terminate any such services.
- (4) Withdraw, by check, order, electronic funds transfer, or otherwise, money or property of the principal deposited with or left in the custody of a financial institution.

- (5) Receive statements of account, vouchers, notices, and similar documents from a financial institution and act with respect to them.
- (6) Enter a safe deposit box or vault and withdraw or add to the contents.
- (7) Borrow money and pledge as security personal property of the principal necessary to borrow money or pay, renew, or extend the time of payment of a debt of the principal or a debt guaranteed by the principal.
- (7a) Guarantee any obligation necessary for any entity in which the principal has an ownership interest to borrow money or to pay, renew, or extend the time of payment of a debt.
- (7b) Pledge as security personal property of the principal necessary for any entity in which the principal has an ownership interest to borrow money or to pay, renew, or extend the time of payment of a debt.
- (8) Make, assign, draw, endorse, discount, guarantee, and negotiate promissory notes, checks, drafts, and other negotiable or nonnegotiable paper of the principal or payable to the principal or the principal's order, transfer money, receive the cash or other proceeds of those transactions, and accept a draft drawn by a person upon the principal and pay it when due.
- (9) Receive for the principal and act upon a sight draft, warehouse receipt, or other document of title, whether tangible or electronic, or other negotiable or nonnegotiable instrument.
- (10) Apply for, receive, and use letters of credit, credit and debit cards, electronic transaction authorizations, and traveler's checks from a financial institution and give an indemnity or other agreement in connection with letters of credit.
- (11) Consent to an extension of the time of payment with respect to commercial paper or a financial transaction with a financial institution.
- (12) Establish, modify, and terminate an ABLE account as defined under section 529A of the Internal Revenue Code with any State or financial institution selected by the agent and have the same authority over the ABLE account as the agent has with regard to any other account with a bank or other financial institution.

Operation of Entity or Business (§ 32C-2-209).

Subject to the terms of a document or an agreement governing an entity or an entity ownership interest, I authorize my agent to do all of the following:

- (1) Operate, buy, sell, enlarge, reduce, or terminate an ownership interest.

(2) Perform a duty or discharge a liability and exercise in person or by proxy a right, power, privilege, or option that the principal has, may have, or claims to have.

(3) Enforce the terms of an ownership agreement.

(4) Initiate, participate in, submit to alternative dispute resolution, settle, oppose, or propose or accept a compromise with respect to litigation to which the principal is a party because of an ownership interest.

(5) Exercise in person or by proxy, or enforce by litigation or otherwise, a right, power, privilege, or option the principal has or claims to have as the holder of stocks and bonds.

(6) Initiate, participate in, submit to alternative dispute resolution, settle, oppose, or propose or accept a compromise with respect to litigation to which the principal is a party concerning stocks and bonds.

(7) With respect to an entity owned solely by the principal:

a. Continue, modify, renegotiate, extend, and terminate a contract made by or on behalf of the principal with respect to the entity before execution of the power of attorney.

b. Determine all of the following:

1. The location of its operation.

2. The nature and extent of its business.

3. The methods of manufacturing, selling, merchandising, financing, accounting, and advertising employed in its operation.

4. The amount and types of insurance carried.

5. The mode of engaging, compensating, and dealing with its employees and accountants, attorneys, or other advisors.

c. Change the name or form of organization under which the entity is operated and enter into an ownership agreement with other persons to take over all or part of the operation of the entity.

d. Demand and receive money due or claimed by the principal or on the principal's behalf in the operation of the entity and control and disburse the money in the operation of the entity.

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- (8) Put additional capital into an entity in which the principal has an interest.
- (9) Join in a plan of reorganization, consolidation, conversion, domestication, or merger of the entity.
- (10) Sell or liquidate all or part of an entity.
- (11) Establish the value of an entity under a buyout agreement to which the principal is a party.
- (12) Prepare, sign, file, and deliver reports, compilations of information, returns, or other papers with respect to an entity and make related payments.
- (13) Pay, compromise, or contest taxes, assessments, fines, or penalties and perform any other act to protect the principal from illegal or unnecessary taxation, assessments, fines, or penalties, with respect to an entity, including attempts to recover, in any manner permitted by law, money paid before or after the execution of the power of attorney.

Insurance and Annuities (§ 32C-2-210).

I authorize my agent to do all of the following:

- (1) Continue, pay the premium or make a contribution on, modify, exchange, rescind, release, or terminate a contract procured by or on behalf of the principal which insures or provides an annuity to either the principal or another person, whether or not the principal is a beneficiary under the contract.
- (2) Procure new, different, and additional contracts of insurance and annuities for the principal and the principal's spouse, children, and other dependents, and select the amount, type of insurance or annuity, and mode of payment.
- (3) Pay the premium or make a contribution on, modify, exchange, rescind, release, or terminate a contract of insurance or annuity procured by the agent.
- (4) Apply for and receive a loan secured by a contract of insurance or annuity.
- (5) Surrender and receive the cash surrender value on a contract of insurance or annuity.
- (6) Exercise an election.
- (7) Exercise investment powers available under a contract of insurance or annuity.
- (8) Change the manner of paying premiums on a contract of insurance or annuity.
- (9) Change or convert the type of insurance or annuity with respect to which the principal has or claims to have authority described in this section.



- (10) Apply for and procure a benefit or assistance under a statute or regulation to guarantee or pay premiums of a contract of insurance on the life of the principal.
- (11) Collect, sell, assign, hypothecate, borrow against, or pledge the interest of the principal in a contract of insurance or annuity.
- (12) Select the form and timing of the payment of proceeds from a contract of insurance or annuity.
- (13) Pay, from proceeds or otherwise, compromise or contest, and apply for refunds in connection with a tax or assessment levied by a taxing authority with respect to a contract of insurance or annuity or its proceeds or liability accruing by reason of the tax or assessment.
- (14) Change the beneficiary to a state or other government entity to qualify the principal for medical assistance or other benefits notwithstanding G.S. 32C-2-201(a)(4) requiring an express grant of authority to change a beneficiary.

Estates, Trusts, and Other Beneficial Interests (§ 32C-2-211).

I authorize my agent to do all of the following:

- (1) Accept, receive, receipt for, sell, assign, pledge, or exchange a share in or payment from an estate, trust, or other beneficial interest.
- (2) Demand or obtain money or another thing of value to which the principal is, may become, or claims to be, entitled by reason of an estate, trust, or other beneficial interest, by litigation or otherwise.
- (3) Exercise for the benefit of the principal a presently exercisable general power of appointment held by the principal.
- (4) Initiate, participate in, submit to alternative dispute resolution, settle, oppose, or propose or accept a compromise with respect to litigation to ascertain the meaning, validity, or effect of a deed, will, declaration of trust, or other instrument or transaction affecting the interest of the principal.
- (5) Initiate, participate in, submit to alternative dispute resolution, settle, oppose, or propose or accept a compromise with respect to litigation to remove, substitute, or surcharge a fiduciary.
- (6) Conserve, invest, disburse, or use anything received for an authorized purpose.
- (7) Transfer an interest of the principal in real property, stocks and bonds, accounts with financial institutions or securities intermediaries, insurance, annuities, and other property to the trustee of a revocable trust created by the principal as settlor.

Claims and Litigation (§ 32C-2-212).

I authorize my agent to do all of the following:

- (1) Assert and maintain before a court or administrative agency a claim, claim for relief, cause of action, counterclaim, offset, recoupment, or defense, including an action to recover property or other thing of value, recover damages sustained by the principal, eliminate or modify tax liability, or seek an injunction, specific performance, or other relief.
- (2) Bring an action to determine adverse claims or intervene or otherwise participate in litigation.
- (3) Seek an attachment, garnishment, order of arrest, or other preliminary, provisional, or intermediate relief and use an available procedure to effect or satisfy a judgment, order, or decree.
- (4) Make or accept a tender, offer of judgment, or admission of facts, submit a controversy on an agreed statement of facts, consent to examination, and bind the principal in litigation.
- (5) Submit to alternative dispute resolution, settle, and propose or accept a compromise.
- (6) Waive the issuance and service of process upon the principal, accept service of process, appear for the principal, designate persons upon which process directed to the principal may be served, execute and file or deliver stipulations on the principal's behalf, verify pleadings, seek appellate review, procure and give surety and indemnity bonds, contract and pay for the preparation and printing of records and briefs, receive, execute, and file or deliver a consent, waiver, release, confession of judgment, satisfaction of judgment, notice, agreement, or other instrument in connection with the prosecution, settlement, or defense of a claim or litigation.
- (7) Act for the principal with respect to bankruptcy or insolvency, whether voluntary or involuntary, concerning the principal or some other person, or with respect to a reorganization, receivership, or application for the appointment of a receiver or trustee which affects an interest of the principal in property or other thing of value.
- (8) Pay a judgment, award, or order against the principal or a settlement made in connection with a claim or litigation.
- (9) Receive money or other thing of value paid in settlement of or as proceeds of a claim or litigation.

Personal and Family Maintenance (§ 32C-2-213).

I authorize my agent to do all of the following:

(1) Perform the acts necessary to maintain the customary standard of living of the principal, the principal's spouse, and the following individuals, whether living when the power of attorney is executed or later born:

- a. The principal's children who are legally entitled to be supported by the principal.
- b. Other individuals legally entitled to be supported by the principal.
- c. The individuals whom the principal has customarily supported or indicated the intent to support.

(2) Make periodic payments of child support and other family maintenance required by a court or governmental agency or an agreement to which the principal is a party.

(3) Provide living quarters for the individuals described in subdivision (1) of this subsection by the following means:

- a. Purchase, lease, or other contract.
- b. Paying the operating costs, including interest, amortization payments, repairs, improvements, and taxes, for premises owned by the principal or occupied by those individuals.

(4) Provide normal domestic help, usual vacations and travel expenses, and funds for shelter, clothing, food, appropriate education, including postsecondary and vocational education, and other current living costs for the individuals described in subdivision (1) of this subsection.

(5) Pay expenses for necessary health care and custodial care on behalf of the individuals described in subdivision (1) of this subsection.

(6) Act as the principal's personal representative pursuant to the Health Insurance Portability and Accountability Act, §§ 1171 through 1179 of the Social Security Act, 42 U.S.C. § 1320d, as amended, and applicable regulations, in making decisions related to the past, present, or future payment for the provision of health care consented to by the principal or anyone authorized under the law of this state to consent to health care on behalf of the principal.

(7) Continue any provision made by the principal for automobiles or other means of transportation, including registering, licensing, insuring, and replacing them, for the individuals described in subdivision (1) of this subsection.

(8) Maintain credit and debit accounts for the convenience of the individuals described in subdivision (1) of this subsection and open new accounts.

(9) Continue payments incidental to the membership or affiliation of the principal in a religious institution, club, society, order, or other organization or to continue contributions to those organizations.

Benefits from Governmental Programs or Civil or Military Service (§ 32C-2-214).

I authorize my agent to do all of the following:

(1) Execute vouchers in the name of the principal for allowances and reimbursements payable by the United States or a foreign government or by a state or subdivision of a state to the principal, including allowances and reimbursements for transportation of the individuals described in G.S. 32C-2-213(a)(1), and for shipment of their household effects.

(2) Take possession and order the removal and shipment of property of the principal from a post, warehouse, depot, dock, or other place of storage or safekeeping, either governmental or private, and execute and deliver a release, voucher, receipt, bill of lading, shipping ticket, certificate, or other instrument for that purpose.

(3) Enroll in, apply for, select, reject, change, amend, or discontinue, on the principal's behalf, a benefit or program.

(4) Prepare, file, and maintain a claim of the principal for a benefit or assistance, financial or otherwise, to which the principal may be entitled under a statute or regulation.

(5) Initiate, participate in, submit to alternative dispute resolution, settle, oppose, or propose or accept a compromise with respect to litigation concerning any benefit or assistance the principal may be entitled to receive under a statute or regulation.

(6) Receive the financial proceeds of a claim described in subdivision (4) of this subsection and conserve, invest, disburse, or use for a lawful purpose anything so received.

(7) Make elections under the Survivor Benefit Plan as defined under Subchapter II of Title 10 of the United States Code, as amended, including the authority to elect that benefits be paid to a supplemental or special needs trust for a disabled child.

Retirement Plans (§ 32C-2-215).

I authorize my agent to do all of the following:

- (1) Select the form and timing of payments under a retirement plan and withdraw benefits from a plan.
- (2) Make a rollover, including a direct trustee-to-trustee rollover, of benefits from one retirement plan to another.
- (3) Establish a retirement plan in the principal's name.
- (4) Make contributions to a retirement plan.
- (5) Exercise investment powers available under a retirement plan.
- (6) Borrow from, sell assets to, or purchase assets from a retirement plan.

Taxes (§ 32C-2-216).

I authorize my agent to do all of the following:

- (1) Prepare, sign, and file federal, State, local, and foreign income, gift, payroll, property, Federal Insurance Contributions Act, and other tax returns, claims for refunds, requests for extension of time, petitions regarding tax matters, and any other tax-related documents, including receipts, offers, waivers, consents, including consents and agreements under section 2032A of the Internal Revenue Code, closing agreements, and any power of attorney required by the Internal Revenue Service or other taxing authority with respect to a tax year upon which the statute of limitations has not run and the following 25 tax years.
- (2) Pay taxes due, collect refunds, post bonds, receive confidential information, and contest deficiencies determined by the Internal Revenue Service or other taxing authority.
- (3) Exercise any election available to the principal under federal, State, local, or foreign tax law.
- (4) Act for the principal in all tax matters for all periods before the Internal Revenue Service, or other taxing authority.

**GRANT OF SPECIFIC AUTHORITY**

My agent **MAY NOT** do any of the following specific acts for me **UNLESS** I have **INITIALED** the specific authority listed below:

(CAUTION: Granting any of the following will give your agent the authority to take actions that could significantly reduce your property or change how your property is distributed at your death. **INITIAL ONLY** the specific authority you **WANT** to give your agent.)

- ☐ Make a gift, subject to the limitations provided in G.S. 32C-2-217
- ☐ Create or change rights of survivorship
- ☐ Create or change a beneficiary designation
- ☐ Authorize another person to exercise the authority granted under this power of attorney
- ☐ Waive my right to be a beneficiary of a joint and survivor annuity, including a survivor benefit under a retirement plan
- ☐ Exercise fiduciary powers that I have authority to delegate
- ☐ Disclaim or refuse an interest in property, including a power of appointment
- ☐ Access the content of electronic communications.

#### **EXERCISE OF SPECIFIC AUTHORITY IN FAVOR OF AGENT**

☐ **UNLESS INITIALED**, an agent **MAY NOT** exercise any of the grants of specific authority initialed above in favor of the agent or an individual to whom the agent owes a legal obligation of support.

#### **NOMINATION OF GUARDIAN**

If it becomes necessary for a court to appoint a guardian of my estate or a general guardian, I nominate my agent acting under this power of attorney to be the guardian to serve without bond or other security.

#### **RELIANCE ON THIS POWER OF ATTORNEY**


Any person, including my agent, may rely upon the validity of this power of attorney or a copy of it unless that person knows it has terminated or is invalid.

#### **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.

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SIGNATURE AND ACKNOWLEDGMENT

  
JAMES RICHARDS  
Date 1 December 2022

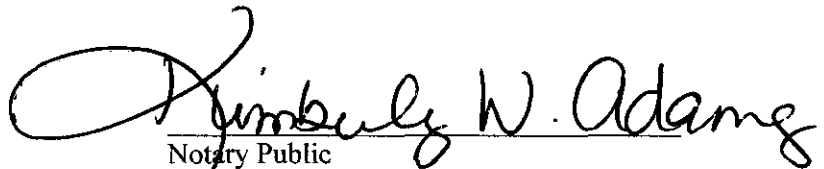
James Richards  
Your Name Printed

STATE OF NORTH CAROLINA

COUNTY OF FORSYTH

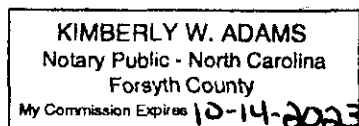
I certify that **JAMES RICHARDS** personally appeared before me this day, acknowledging to me that she signed the foregoing document: STATUTORY SHORT FORM POWER OF ATTORNEY.

This the 1<sup>st</sup> day of December, 2022.

  
Notary Public

(Official Seal)

My commission expires: 10-14-2023



## IMPORTANT INFORMATION FOR AGENT

### Agent's Duties

When you accept the authority granted under this power of attorney, a special legal relationship is created between you and the principal. This relationship imposes upon you legal duties that continue until you resign or your authority is terminated or the power of attorney is terminated or revoked. You must:

- (1) Do what you know the principal reasonably expects you to do with the principal's property or, if you do not know the principal's expectations, act in the principal's best interest;
- (2) Act in good faith;
- (3) Do nothing beyond the authority granted in this power of attorney; and
- (4) Disclose your identity as an agent whenever you act for the principal by writing or printing the name of the principal and signing your own name as "agent" in the following manner: (Principal's Name) by (Your Signature) as Agent.

Unless the Additional Provisions and Exclusions in this power of attorney state otherwise, you must also:

- (1) Act loyally for the principal's benefit;
- (2) Avoid conflicts that would impair your ability to act in the principal's best interest;
- (3) Act with care, competence, and diligence;
- (4) Keep a record of all receipts, disbursements, and transactions made on behalf of the principal;
- (5) Cooperate with any person that has authority to make health care decisions for the principal to do what you know the principal reasonably expects, or if you do not know the principal's expectations, to act in the principal's best interest;
- (6) Attempt to preserve the principal's estate plan if you know the plan and preserving the plan is consistent with the principal's best interest; and
- (7) Account to the principal (or a person designated by the principal (if any)) in the Additional Provisions and Exclusions.

### Termination of Agent's Authority

You must stop acting on behalf of the principal if you learn of any event that terminated or revoked this power of attorney or your authority under this power of attorney. Events that terminate a power of attorney or your authority to act under a power of attorney include:





- (1) Death of a principal;
- (2) The principal's revocation of the power of attorney or the termination of your authority;
- (3) The occurrence of a termination event stated in the power of attorney;
- (4) The purpose of the power of attorney is fully accomplished; or
- (5) If you are married to the principal, your divorce from the principal, unless the Additional Provisions and Exclusions in this power of attorney state that your divorce from the principal will not terminate your authority.

#### **Liability of Agent**

The meaning of the authority granted to you is defined in the North Carolina Uniform Power of Attorney Act. If you violate the North Carolina Uniform Power of Attorney Act or act outside the authority granted, you may be liable for any damages caused by your violation.

If there is anything about this document or your duties that you do not understand, you should seek legal advice.

A handwritten signature in black ink, appearing to be "J. D. L.", is located in the bottom right corner of the page.