

GENERAL DURABLE POWER OF ATTORNEY OF ALBERT GERBEN CHRISTIAAN THEWIS

I, Albert Gerben Christiaan Thewis of Fort Mill, South Carolina, appoint Barbara Ellen Nolta Thewis as my Agent under this General Durable Power of Attorney, and she may serve without bond. Barbara may only resign by giving me a written resignation notice. If Barbara is unable or unwilling to act as my Agent, I appoint Juliana Rose Thewis as Successor Agent, and she may serve without bond. If Juliana is unable or unwilling to act as my Agent, I appoint Alexandra Catherine Thewis as my Second Successor Agent and she may also serve without bond. If Alexandra is unable or unwilling to act as my agent, I appoint Erica Christina Thewis as my Third Successor Agent and she may also serve without bond. Alexandra, Juliana, Erica, or any other Successor Agent, may only resign by giving me a written resignation notice.

All references to "my Agent" in this General Durable Power of Attorney also apply to my Successor Agent, Alternate Successor Agent, or any Agent subsequently appointed by my Agent, Successor Agent, and Alternate Successor Agent.

1. STATEMENT OF INTENT AND POWER TO REVOKE.

By this instrument, I intend to create a General Durable Power of Attorney under South Carolina laws. I may revoke or amend this instrument by executing a revocation or amendment and delivering it to my Agent or Successor Agent.

2. PRIOR POWERS OF ATTORNEY.

I revoke all prior financial, general powers of attorney, or other general durable powers of attorney except for those granted on forms provided by financial institutions granting the right to write checks, deposit, and withdraw funds from my signatory accounts or granting access to a safe deposit box.

3. THIRD-PARTY RELIANCE.

A person acting in reliance upon my Agent's representations regarding the scope of authority granted to my Agent in this General Durable Power of Attorney will not have liability to my estate or me as a result of permitting my Agent to exercise this authority, nor is any person dealing with my Agent responsible for determining or ensuring the proper application of funds or property.

4. EFFECTIVE DATE.

The powers I grant to my Agent in this General Durable Power of Attorney are effective immediately.

LANCASTER COUNTY, SC	
2022000890	POWER OF ATTORNEY
RECORDING FEES	\$25.00
STATE TAX	\$0.00
COUNTY TAX	\$0.00
PRESENTED & RECORDED	
01-19-2022	12:04:54 PM
BRITTANY GRANT	
REGISTER OF DEEDS	
LANCASTER, COUNTY SC	
By: CANDICE PHILLIPS	
BK:DEED 1510 PG	

January 19, 2022

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5. AGENT POWERS.

My Agent must act in good faith, within the scope of her authority, and always in my best interest when undertaking any powers granted in this General Durable Power of Attorney. When making decisions, my Agent will consider my reasonable expectations and make all decisions according to these expectations. My Agent may take all actions I might do if those actions are in my best interest. My Agent will keep a record of all receipts, disbursements, and transactions made on my behalf.

5.1. GENERAL GRANT OF AUTHORITY.

My Agent will act loyally and for my benefit when exercising any powers granted by this document and any powers articulated in the South Carolina Universal Power of Attorney Act. She will also act with care, competence, and diligence ordinarily exercised by agents in similar circumstances. By way of illustration and not limitation, my Agent may act for me regarding:

5.1.1. REAL PROPERTY.

All decisions regarding the real property I own located anywhere, including sale, purchase, lease, and mortgage. To take all steps to manage real property, including making repairs, insuring the property, paying all property taxes or other assessments, and protecting the right of possession.

5.1.2. TANGIBLE PERSONAL PROPERTY.

All decisions regarding purchase, sale, and entering into secured instruments for my tangible personal property located anywhere. Also, my Agent may make decisions regarding the gifting of my tangible personal property.

5.1.3. INTANGIBLE PERSONAL PROPERTY.

All decisions regarding purchase, sale, and gifting of my intangible personal property.

5.1.4. STOCKS, BONDS, COMMODITIES, AND OPTIONS.

My Agent may make any decision I could have made regarding stocks, bonds, commodities, and options I might own, including purchase, transfer, and modification.

5.1.5. BANK AND OTHER FINANCIAL INSTITUTION ACCOUNTS.

My Agent may withdraw money, make deposits, receive documents related to my accounts, and take other actions regarding my banking or financial institution accounts regardless of where they are located.

5.1.6. INSURANCE AND ANNUITIES.

Except as otherwise stated, my Agent may make decisions regarding insurance and annuities.

5.1.7. OPERATION OF ENTITY OR BUSINESS.

My Agent may take any actions to operate any entity or business which I might own including partnerships, and limited liability companies.

5.1.8. ESTATES, TRUSTS, AND OTHER BENEFICIAL INTERESTS.

My Agent may make all decisions regarding estates, trust, and other beneficial interests I might have. When making decisions regarding my estate, she should preserve my estate plan to the extent known and if it is in my best interest based upon all relevant factors.

5.1.9. CLAIMS AND LITIGATION.

My Agent may undertake litigation, defend against litigation, or settle any litigation.

5.1.10. PERSONAL CARE AND HEALTH CARE.

My Agent will retain persons to assist with my personal care if she believes I require this assistance.

5.1.11. MEDICAL RECORDS, ASSISTED LIVING, NURSING, AND HOSPITAL CARE.

My Agent may have access to my medical records, enter into financial arrangements and agreements for my admission to an assisted living facility, nursing home, hospital, rehabilitative, or respite care if she believes it is necessary and in my best interest

5.1.12. FAMILY MAINTENANCE.

My Agent will also provide for any family maintenance needs, including custodial care and providing health care for my spouse. My Agent will provide living quarters, funds for shelter, clothing, food, and other current living costs for my spouse.

5.1.13. BENEFITS FROM GOVERNMENT PROGRAMS, CIVIL, OR MILITARY SERVICE.

My Agent may apply for and otherwise seek benefits for which I might be eligible or may receive from the government, civil service, or military service.

5.1.14. RETIREMENT PLANS.

My Agent may make decisions regarding retirement plan distributions and investments.

5.1.15. TAXES.

My Agent will ensure all income tax, property taxes, and other obligations are paid timely. If it is in my best interest, my Agent may enter payment arrangements to cover any tax arrearages.

5.2. GRANT OF SPECIFIC AUTHORITY.

My Agent may also do any of the following:

5.2.1. CREATE, AMEND, OR REVOKE A LIVING TRUST.

5.2.2. MAKE A GIFT.

Subject to limitations of any other instructions in this General Durable Power of Attorney, my Agent may make gifts of my property. If necessary, intend for any gift of my property to my spouse not to be subject to limitations imposed by S.C. Code § 62-8-217(b) or by annual dollar limits of the federal gift tax exclusion under Internal Revenue Code § 2503(b) as amended. My Agent shall not make any gifts that constitute a future interest within the meaning of Internal Revenue Code § 2503(b).

5.2.3. RIGHTS OF SURVIVORSHIP.

My Agent may create or change any rights of survivorship.

5.2.4. BENEFICIARY DESIGNATIONS.

My Agent may create or change a beneficiary designation.

5.2.5. DELEGATE AUTHORITY.

My Agent may authorize another person to exercise her authority granted under this General Durable Power of Attorney. My Agent may also hire contractors and others as necessary. She will not be liable for any contractor or subcontractor acts or omissions if she has reasonably supervised their activities.

5.2.6. WAIVE BENEFICIARY RIGHTS.

My Agent may waive my right to be a beneficiary of a joint and survivor annuity, including a survivor benefit under a retirement plan.

5.2.7. FIDUCIARY POWER EXERCISE.

My Agent may exercise my fiduciary and delegation powers.

5.2.8. SAFE DEPOSIT BOX

My Agent may access any safe deposit box I might have.

5.2.9. DISCLAIM PROPERTY INTERESTS.

My Agent may also disclaim or refuse an interest in the property, including a power of appointment.

5.2.10. ANCILLARY AGENT APPOINTMENT.

My Agent may appoint an ancillary agent.

5.2.11. EXERCISE POWER OF APPOINTMENT.

My Agent may exercise a power of appointment in favor of someone other than me.

5.2.12. COMMODITIES OR FUTURES CONTRACTS.

My Agent may deal with commodity futures contracts and call or put options on stocks or stock indexes.

5.3. CONSTRUCTION AND LIMITATIONS.

My Agent's powers are subject to any specific limitations in other sections of this General Durable Power of Attorney. Successor Agents are granted the same power and authority granted to my Agent in this General Durable Power of Attorney.

6. AUTHORITY TO ATTACH LEGAL DESCRIPTIONS.

My Agent may attach to this General Durable Power of Attorney, or to any power granted to a Substitute Agent, the legal description of any property in which I own an interest either now or in the future.

7. LIMITATIONS.

These limitations apply to my Agent despite any other provisions of this General Durable Power of Attorney or other applicable law.

7.1. PERSONAL BENEFIT.

No Agent may exercise any power under this General Durable Power of Attorney to benefit the Agent, the Agent's estate, the Agent's creditors, or the creditors of the Agent's estate except as provided in this General Durable Power of Attorney.

7.1.1. GIFTS.

My Agent may make gifts, including to himself, only if doing so is in my best interest and would assist me in qualifying for services and benefits. My Agent may make gifts in amounts that exceed the annual exclusion under Internal Revenue Code § 2503(b) as amended. Gifting powers are further subject to the limitations in other sections of this General Durable Power of Attorney. Any gifts made to my Agent will be limited to those that help provide for the Agent's health, education, or maintenance. My Agent will consider my estate plan and make gifts that align with this plan to the extent she is aware.

7.1.2. AGENT ALSO A CHILD.

If my Agent is my child, she may not make gifts to herself or for her benefit.

7.2. INSURANCE.

An Agent may exercise no powers over any insurance policy on her life which I may own or over which I may have power.

8. COMPENSATION.

My Agent may receive reasonable compensation not to exceed \$12,000 per year for services rendered and reimbursement for expenses incurred under this General Durable Power of Attorney.

9. DURATION.

This General Durable Power of Attorney will remain in effect until I die, or I revoke the General Durable Power of Attorney. The General Durable Power of Attorney will terminate if my Agent dies, becomes incapacitated, or resigns. If I have not identified a substitute agent, my Agent may appoint a substitute agent if she resigns.

10. RELIANCE.

Any third party who receives a copy of this document may act under it. Revocation of this General Durable Power of Attorney is not effective on any person, including my Agent, until the person learns of the revocation.

11. AGENT LIABILITY AND EXONERATION.

If my Agent acts with care, competence, and diligence for my best interest, they are not liable if she benefits from the act or has conflicting interests. My Agent is liable if she acts without care, competence, diligence, or for my best interest.

11.1. EXONERATION.

Any provisions relieving my Agent of liability are binding unless the provision relieves her for breach of duty committed by acting dishonestly, in bad faith, or with reckless indifference to this General Durable Power of Attorney. My Agent is also not relieved of liability if her actions demonstrate willful misconduct, gross negligence, actual fraud, or resulted from abusing our fiduciary relationship.

11.2. REMEDIES.

Besides any remedies I might be entitled to receive under law or statute, my Agent is liable to me or my successors-in-interest in amounts required to restore my property's value to what it would have been if the violation had not occurred, plus reimbursement for the attorney's fees.

12. ENFORCEMENT.

My Agent may take legal action on my behalf seeking damages or any other relief if any third-party refuses to recognize her powers under this General Durable Power of Attorney or refuses to permit my Agent to exercise any power granted under this General Durable Power of Attorney.

13. STANDING.

These persons have the standing to petition a court to construe the General Durable Power of Attorney, review my Agent's conduct, and seek relief:

- 13.1.** THE PRINCIPAL, ALBERT GERBEN CHRISTIAAN THEWIS;
- 13.2.** THE AGENT;
- 13.3.** MY GUARDIAN, CONSERVATOR, OR ANOTHER FIDUCIARY;
- 13.4.** MY HEALTH CARE DECISION-MAKER;
- 13.5.** MY SPOUSE OR ADULT DESCENDENT;
- 13.6.** MY PRESUMPTIVE HEIRS;
- 13.7.** MY BENEFICIARIES AND BENEFICIARIES OF A TRUST CREATED BY OR FOR ME;
- 13.8.** A GOVERNMENTAL AGENCY WITH AUTHORITY TO PROTECT MY WELFARE;
- 13.9.** A PERSON ASKED TO ACCEPT MY GENERAL DURABLE POWER OF ATTORNEY.

14. GUARDIAN OR CONSERVATOR APPOINTMENT.

If an action is brought seeking a Guardian or Conservator's appointment, my Agent under this General Durable Power of Attorney should have priority for appointment.

15. NUMBER AND GENDER.

Where appropriate to the context of this General Durable Power of Attorney: (A) the singular may be interpreted as plural, (B) the plural may be construed as singular, and (C) one gender may be construed as another gender.

16. DURABILITY PROVISIONS.

This General Durable Power of Attorney will remain in effect and will not be affected by my physical disability or mental incompetence rendering me unable to manage my own estate.

17. GOVERNING LAW.

This General Durable Power of Attorney will be interpreted in accordance with South Carolina law.

18. DEFINITIONS.

For this, my General Durable Power of Attorney, these definitions apply:


18.1. CHILD AND CHILDREN.

For this General Durable Power of Attorney, "child" and "children" means the lawful descendants in the first degree of the parent designated; and "issue" and "descendants" mean the lawful descendants in any degree of the ancestor designated. The terms "child," "children," "issue," "descendant," and "descendants" or those terms preceded by the terms "living" or "then living" include the lawful descendant in the first degree of the parent designated even if the descendant is born after the death of the parent, provided the descendant was in gestation at the death of the parent.

18.2. BANK ACCOUNTS.

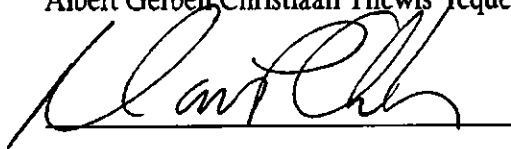
The term "bank accounts" means any account I have with a financial institution, including deposit accounts, and credit accounts.

Signed: January 19, 2022.

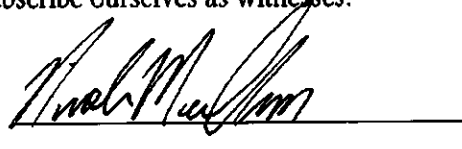

Albert Gerben Christiaan Thewis, Principal

ATTESTATION

This General Durable Power of Attorney was signed on January 19, 2022, by Albert Gerben Christiaan Thewis as his appointment and empowerment of an Agent in our presence. At Albert Gerben Christiaan Thewis' request, we subscribe ourselves as witnesses.



Witness



Witness

January 19, 2022

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STATE OF SOUTH CAROLINA

YORK COUNTY

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ACKNOWLEDGMENT

I, the Notary Public, certify Albert Gerben Christiaan Thewis, personally appeared before me this day and acknowledged the execution of this General Durable Power of Attorney.

Witness my official seal this January 19, 2022.



South Carolina Notary Public

My Commission Expires: 9/6/2029



January 19, 2022

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