

LANCASTER COUNTY, SC  
2023003567 POWER OF ATTORNEY  
RECORDING FEES \$25.00  
STATE TAX \$0.00  
COUNTY TAX \$0.00  
PRESENTED & RECORDED  
03-23-2023 10:51:46 AM  
BRITTANY GRANT  
REGISTER OF DEEDS  
LANCASTER, COUNTY SC  
By: TERRY PARKMAN  
BK:DEED 1649 PG:107-120

**DURABLE POWER OF ATTORNEY  
OF  
MARYANN KORN**

**Prepared by:**

**LANDO LAW FIRM LLC  
7612 Charlotte Highway  
Indian Land, South Carolina 29707**

**803-548-9967**

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## ARTICLE I

(A) **Real Property.** My agent shall have the following general authority with respect to real property: (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 mortgage an interest in real property or right incident to real property as security to borrow money or pay, renew, or extend the time of payment of a debt of mine or a debt guaranteed by me; (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 me, including: (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; and (d) purchasing supplies, hiring assistance or labor, and making repairs or alterations to the real property; (6) use, develop, alter, replace, remove, erect, or install structures or other improvements upon real property in or incident to which I have, or claim 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, and hold, and act with respect to stocks and bonds or other property received in a plan of reorganization, including: (a) selling or otherwise disposing of them; (b) exercising or selling an option, right of conversion, or similar right with respect to them; and (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; and (9) dedicate to public use, with or without consideration, easements or other real property in which I have, or claim to have, an interest.

**(B) Tangible Personal Property.** My agent shall have the following general authority with respect to tangible personal property: (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 to borrow money or pay, renew, or extend the time of payment of a debt of mine or a debt guaranteed by me; (4) release, assign, satisfy, or enforce by litigation or otherwise, a security interest, lien, or other claim on my behalf, 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 my behalf, including: (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; and (f) using and making repairs, alterations, or improvements to the property; (6) change the form of title of an interest in tangible personal property; and (7) take possession and order the removal and shipment of my property 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.

**(C) Stocks and Bonds.** My agent shall have the following general authority with respect to stocks and bonds: (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 to borrow, pay, renew, or extend the time of payment of a debt of mine; (4) receive certificates and other evidences of ownership with respect to stocks and bonds; and (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.

**(D) Commodities and Options.** My agent shall have the following general authority with respect to commodities and options: (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; and (2) establish, continue, modify, and terminate option accounts.

**(E) Banks and Other Financial Institutions.** My agent shall have the following general authority with respect to banks and other financial institutions: (1) continue, modify, and terminate an account or other banking arrangement made by or on my behalf; (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 my agent; (3) contract for services available from a financial institution, including renting a safe deposit box or space in a vault; (4) withdraw, by check, order, electronic funds transfer, or otherwise, my money or property 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) borrow money and pledge as security my personal property necessary to borrow money or pay, renew, or extend the time of payment of a debt of mine or a debt guaranteed by me; (7) make, assign, draw, endorse, discount, guarantee, and negotiate promissory notes, checks, drafts, and other negotiable or nonnegotiable paper of mine or payable to me or my order, transfer money, receive the cash or other proceeds of those transactions, and accept a draft drawn by a person upon me and pay it when due; (8) receive for me and act upon a sight draft, warehouse receipt, or other document of title whether tangible or electronic, or other negotiable or nonnegotiable instrument; (9) 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; and (10) consent to an extension of the time of payment with respect to commercial paper or a financial transaction with a financial institution.

**(F) Operation of an Entity or Business.** My agent shall have the following general authority with respect to the operation of an entity or business: (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 I have, may have, or claim 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 I am 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 I have or claim 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 I am a party concerning stocks and bonds; (7) with respect to an entity or business owned solely by me: (a) continue, modify, renegotiate, extend, and terminate a contract made by me or on my behalf with respect to the entity or business before execution of the power of attorney; (b) determine the: (i) location of its operation; (ii) nature and extent of its business; (iii) methods of manufacturing, selling, merchandising, financing, accounting, and advertising employed in its operation; (iv) amount and types of insurance carried; and (v) 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 or business is operated and enter into an ownership agreement with other persons to take over all or part of the operation of the entity or business; and (d) demand and receive money due or claimed by me or on my behalf in the operation of the entity or business and control and disburse the money in the operation of the entity or business; (8) put additional capital into an entity or business in which I have an interest; (9) join in a plan of reorganization, consolidation, conversion, domestication, or merger of the entity or business; (10) sell or liquidate all or part of an entity or business; (11) establish the value of an entity or business under a buy-out agreement to which I am a party; (12) prepare, sign, file, and deliver reports, compilations of information, returns, or other papers with respect to an entity or business and make related payments; and (13) pay, compromise, or contest taxes, assessments, fines, or penalties and perform another act to protect me from illegal or unnecessary taxation, assessments, fines, or penalties, with respect to an entity or business, including attempts to recover, in any manner permitted by law, money paid before or after the execution of the power of attorney.

**(G) Insurance and annuities.** My agent shall have the following general authority

with respect to insurance and annuities: (1) continue, pay the premium or make a contribution on, modify, exchange, rescind, release, or terminate a contract procured by me or on my behalf which insures or provides an annuity to either me or another person, whether or not I am a beneficiary under the contract; (2) procure new, different, and additional contracts of insurance and annuities for me and my 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 my 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 I have or claim to have authority described in this paragraph; (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 my life; (11) collect, sell, assign, hypothecate, borrow against, or pledge my interest 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; and (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.

**(H) Estates, Trusts and Other Beneficial Interests.** My agent shall have the following general authority with respect to estates, trusts and other beneficial interests (which means a trust, probate estate, guardianship, conservatorship, escrow, or custodianship or a fund from which I am, may become, or claim to be, entitled to a share or payment): (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 I am, may become, or claim to be, entitled by reason of an estate, trust, or other beneficial interest, by litigation or otherwise; (3) exercise for my benefit a presently exercisable general power of appointment held by me; (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 my interest; (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; and (7) transfer my interest 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 me as settlor.

**(I) Claims and Litigation.** My agent shall have the following general authority with respect to claims and litigation: (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 me, 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 me in litigation; (5) submit to alternative dispute resolution, settle, and propose or accept a compromise; (6) waive the issuance and service of process upon me, accept service of process, appear for me, designate persons upon whom process directed to me may be served, execute and file or deliver stipulations on me 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 me with respect to bankruptcy or insolvency, whether voluntary or involuntary, concerning me or some other person, or with respect to a reorganization, receivership, or application for the appointment of a receiver or trustee which affects my interest in property or other thing of value; (8) pay a judgment, award, or order against me or a settlement made in connection with a claim or litigation; and (9) receive money or other thing of value paid in settlement of or as proceeds of a claim or litigation.

**(J) Personal and Family Maintenance.** My agent shall have the general authority with respect to personal and family maintenance contained in this paragraph. (1) perform the acts necessary to maintain my customary standard of living, my spouse, and the following individuals, whether living when the power of attorney is executed or later born: (a) individuals legally entitled to be supported by me; and (b) the individuals whom I have 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 I am a party; (3) provide living quarters for the individuals described in subparagraph (1) by: (a) purchase, lease, or other contract; or (b) paying the operating costs, including interest, amortization payments, repairs, improvements, and taxes, for premises owned by me 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 subparagraph (1); (5) pay expenses for necessary health care and custodial care on behalf of the individuals described in subparagraph (1); (6) act as my personal representative pursuant to the Health Insurance Portability and Accountability Act, Sections 1171 through 1179 of the Social Security Act, 42 U.S.C. Section 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 me or anyone authorized under the law of this State to consent to health care on my behalf; (7) continue a provision made by me for automobiles or other means of transportation, including registering, licensing, insuring, and replacing them, for the individuals described in subparagraph (1); (8) maintain credit and debit accounts for the convenience of the individuals described in subparagraph (1) and open new accounts; (9) continue payments incidental to my membership or affiliation in a religious institution, club, society, order, or other organization or to continue contributions to those organizations; and (10) enter into financial arrangements and agreements for the my admission and care with an assisted living facility, nursing home, hospital, rehabilitative or respite facility, in home or other care providers, including hiring and firing home health care and other providers of services to me. Authority with respect to personal and family maintenance is neither dependent upon, nor limited by, authority that my agent may or may not have with respect to gifts pursuant to this power of attorney.

**(K) Benefits from Governmental Programs or Civil or Military Service.** My agent shall have the following general authority with respect to benefits from governmental programs or civil or military service (which means any benefit, program, or assistance provided under a statute or regulation including, but not limited to, Social Security, Medicare, and Medicaid): (1) execute vouchers in my name for allowances and reimbursements payable by the United States or a foreign government or by a state or subdivision of a state to me, including allowances and reimbursements for transportation of the individuals described in subparagraph (1) of the "Personal and Family Maintenance" paragraph, and for shipment of their household effects; (2) enroll in, apply for, select, reject, change, amend, or discontinue, on my behalf, a benefit or program; (3) prepare, file, and maintain a claim of mine for a benefit or assistance, financial or otherwise, to which I may be entitled under a statute or regulation; (4) initiate, participate in, submit to alternative dispute resolution, settle, oppose, or propose or accept a compromise with respect to litigation concerning a benefit or assistance I may be entitled to receive under a statute or regulation; and (5) receive the financial proceeds of a claim described in item (4) and conserve, invest, disburse, or use for a lawful purpose anything so received.

**(L) Retirement Plans.** In this paragraph, "retirement plan" means a plan or account created by an employer, me, or another individual to provide retirement benefits or deferred compensation of which I am a participant, beneficiary, or owner, including a plan or account under the following sections of the Internal Revenue Code: (a) an individual retirement account under Internal Revenue Code 26 U.S.C. Section 408, as amended; (b) a Roth individual retirement account under Internal Revenue Code 26 U.S.C. Section 408A, as amended; (c) a deemed individual retirement account under Internal Revenue Code 26 U.S.C. Section 408(q), as amended; (d) an annuity or mutual fund custodial account under Internal Revenue Code 26 U.S.C. Section 403(b), as amended; (e) a pension, profit-sharing, stock bonus, or other retirement plan qualified under Internal Revenue Code 26 U.S.C. Section 401(a), as amended; (f) a plan under Internal Revenue Code 26 U.S.C. Section 457(b), as amended; and (g) a nonqualified deferred compensation plan under Internal Revenue Code 26 U.S.C. Section 409A, as amended. My agent shall have the following general authority with respect to retirement plans: (1) select the form and timing of payments under a retirement plan, including election of survivor benefits, 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 my name; (4) make contributions to a retirement plan; (5) exercise investment powers available under a retirement plan; and (6) borrow from, sell assets to, or purchase assets from a retirement plan.

**(M) Taxes.** My agent shall have the following general authority with respect to taxes: (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 other tax-related documents, including receipts, offers, waivers, consents, including consents and agreements pursuant to Internal Revenue Code 26 U.S.C. Section 2032A, as amended, closing agreements, and any power of attorney required by the Internal Revenue Service, including Form 2848 or other taxing authority with respect to a tax year upon which the statute of limitations has not run and the following twenty-five 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 me under federal, state, local, or foreign tax law; and (4) act for me in all tax matters for all periods before the Internal Revenue Service, or other taxing authority.

(N) **Gifts.** In this paragraph, a gift "for the benefit of" a person includes but is not limited to a gift to a trust, an account under the Uniform Transfers to Minors Act, and a tuition savings account or prepaid tuition plan as defined in Internal Revenue Code 26 U.S.C. Section 529, as amended. My agent shall have the following general authority with respect to gifts: (1) make outright to, or for the benefit of, a person, a gift of any of my property, including by the exercise of a presently exercisable general power of appointment held by me, in an amount per donee not to exceed the annual dollar limits of the federal gift tax exclusion pursuant to Internal Revenue Code 26 U.S.C. Section 2503(b), as amended, without regard to whether the federal gift tax exclusion applies to the gift, or if my spouse agrees to consent to a split gift pursuant to Internal Revenue Code 26 U.S.C. 2513, as amended, in an amount per donee not to exceed twice the annual federal gift tax exclusion limit; and (2) consent, pursuant to Internal Revenue Code 26 U.S.C. Section 2513, as amended, to the splitting of a gift made by my spouse in an amount per donee not to exceed the aggregate annual gift tax exclusions for both spouses. My agent may make a gift of my property only as my agent determines is consistent with my objectives if actually known by my agent and, if unknown, as my agent determines is consistent with my best interest based on: (a) the value and nature of my property; (b) my foreseeable obligations and need for maintenance; (c) minimization of taxes, including income, estate, inheritance, generation-skipping transfer, and gift taxes; (d) eligibility for a benefit, a program, or assistance under a statute or regulation; and (e) my personal history of making or joining in making gifts.

## ARTICLE II

My agent shall also have the power to do the following, as permitted by Section 62-8-201 of the South Carolina Uniform Power of Attorney Act:

(A) **Create, Amend, Revoke, or Terminate a Trust.** My agent shall have the power to create for me (and with my husband as to any property owned by my husband or in which my husband has any interest which may be transferred) one or more revocable trusts (referred to as a "grantor trust") of which I am an income beneficiary and with such person or persons as my agent shall select as the trustee or co-trustees (including my agent, or a bank having trust powers or a trust company either of which must have, alone or when combined with its parent organization and affiliate, assets beneficially owned by others under its management with a value in excess of \$100,000,000 (U.S.)), without bond or other security, and with such other terms and provisions as my agent shall deem appropriate, including, but not limited to, provisions to minimize or eliminate any death or transfer taxes which may be imposed on my estate, any grantor trust, any beneficiary of my estate or any beneficiary of any grantor trust, and to grant to the trustee or co-trustees of any grantor trust any one or more of the powers granted to a trustee under the governing law of the trust; provided, however, such trust agreement shall provide that I retain the power to revoke any such grantor trust, in whole or in part at any time, or that I have a general power of appointment over the assets of such grantor trust; and further provided that at my death the assets of any such grantor trust which would have constituted property owned by me if such assets had not been transferred to such grantor trust shall pass in a manner which is



consistent with any existing estate plan which I may have previously instituted, including dispositions of my property by will, trust, beneficiary designation, or otherwise, and including the apportionment of taxes and other expenses, or if there is no person named in such grantor trust to whom such assets shall pass, then such assets shall be delivered to the personal representative of my estate. It is not my intention in granting the power enumerated in this paragraph to allow my agent to change in any way the persons who will be receiving the property of my estate or the overall scheme of my estate plan; rather, I am attempting to facilitate my agent's ability to save taxes or otherwise reduce the costs of administering my estate. If I have already established a grantor trust, or if my agent creates a grantor trust for me, this paragraph shall include the power to alter, amend or modify such grantor trust in a manner which is consistent with the provisions contained herein; and in addition, any such grantor trust created by me or by my agent may be revoked or terminated by my agent as long as such revocation or termination results in a disposition of my estate which is consistent with my existing estate plan. Further, my agent shall have the power to transfer all or part of the interest I may own in any real property, stocks, bonds, accounts with financial institutions, insurance, and other property to the trustee of such grantor trust. Any revocation or amendment of a trust shall conform to the provisions of Section 62-7-602 of the Code of Laws of South Carolina.

**(B) Create or Change Rights of Survivorship.** My agent shall have the power to create, modify or terminate any ownership arrangement, including bank and brokerage accounts, in which I am a joint tenant owning an interest with one or more other persons with rights of survivorship.

**(C) Create or Change a Beneficiary Designation.** My agent may create a new beneficiary designation or change an existing beneficiary designation on any retirement plan as well as on any other account in which I own an interest at a bank, credit union, brokerage firm, insurance company, or other financial institution. The term "retirement plan" shall include any employee or self-employed benefit plan, individual retirement account, pension plan, thrift plan, stock bonus plan, tax sheltered annuity (whether payable to me or to another person), profit-sharing plan, or any other plan, arrangement or account which is qualified for favorable income tax treatment under Federal law.

**(D) Delegate Authority.** My agent shall have the power to delegate to one or more other persons any or all of the powers granted to my agent under this power of attorney.

**(E) Waive Right As Beneficiary of Joint and Survivor Annuity.** My agent shall have the power to waive my right to be a beneficiary of a joint and survivor annuity, including a survivor benefit under a retirement plan. This waiver right shall apply to an annuity or retirement plan which is owned by me, in which I am a participant, or in which I am a beneficiary.

**(F) Exercise Fiduciary Powers.** My agent may exercise all fiduciary powers that I have the authority to delegate, including (but not limited to) the following powers: (1) Apply for and procure, in my name, letters of administration, letters testamentary, letters of guardianship, or any other type of judicial or administrative authority to act as a fiduciary; (2) Represent and act for me in all ways and in all matters affecting a fund with respect to which I am a fiduciary; (3) Initiate, participate in, and oppose a proceeding, judicial or otherwise, for the removal,

substitution, or surcharge of a fiduciary, conserve, invest, or disburse anything received for the purposes of the fund for which it is received, and reimburse my agent for expenditures properly made by my agent in the execution of powers conferred on my agent; (4) Agree and contract in any manner and on any terms with a person my agent selects to accomplish a purpose permitted under this paragraph and perform, rescind, reform, release, or modify an agreement or contract made by or on my behalf; (5) Execute, acknowledge, verify, seal, file, and deliver a consent, a designation, a pleading, a notice, a demand, an election, a conveyance, a release, an assignment, a pledge, a check, a waiver, an admission of service, a notice of appearance, or other instrument my agent considers useful to accomplish a purpose permitted under this paragraph; (6) Hire, discharge, and compensate an attorney, accountant, expert witness, or other assistant when my agent considers the action to be desirable for the proper execution by my agent of a power described in this paragraph and keep needed records; and (7) Perform any other acts or exercise any power with respect to which I am a fiduciary.

**(G) Disclaim Property, Including a Power of Appointment.** My agent shall have the power to disclaim any property, including a power of appointment, and also including any legacy, bequest, devise, gift, or other property interest or payment due or payable to me.

**(H) Access a Safe Deposit Box or Vault.** My agent may enter any safe deposit box or vault in my name, add to or remove the contents of such box or vault, and open and close safe deposit boxes or vaults in my name; however, my agent shall not deposit or keep in any safe deposit box of mine any property in which my agent has a personal interest.

**(I) Exercise Power of Appointment.** My agent shall have the power to exercise any power of appointment granted to me in favor of someone other than me, to the extent authorized by South Carolina law.

**(J) Reduction in or Modification of Share of Estate or Trust.** My agent shall have the power to reject, renounce, disclaim, release, or consent to a reduction in or modification of a share in or payment from an estate, trust, or other beneficial interest.

**(K) Deal with Commodity Futures Contracts and Call or Put Options.** My agent shall have the power to deal with commodity futures contracts and call or put options on stocks or stock indexes. My agent may: (1) Buy, sell, exchange, assign, convey, settle and exercise commodities future contracts and call and put options on stocks and stock indices traded on a regulated options exchange and collect and receipt for all proceeds of any such transactions. (2) Establish or continue option accounts for me with any securities of a futures broker. (3) In general, exercise all powers with respect to commodity and option transactions that I could if present.

**(L) Digital Assets, Digital Accounts and Digital Devices.** My agent shall have the power to access, manage, modify, control, use, continue, cancel, deactivate, delete, transfer, or archive my Digital Accounts and Digital Assets, and to access, control, use, deactivate, or dispose of my Digital Devices. "Digital Accounts" are electronic systems for creating, generating, sending, sharing, communicating, receiving, storing, displaying, or processing information which provides access to a Digital Asset which is stored on any type of Digital

Device, regardless of the ownership of the Digital Device upon which the Digital Asset is stored, including but not limited to, email accounts, social network accounts, social media accounts, file sharing accounts, health insurance accounts, health-care accounts, financial accounts, credit card accounts, travel-related accounts, domain registration accounts, domain name service accounts, web hosting accounts, tax preparation service accounts, online store accounts and affiliate programs thereto, including accounts with publishers, internet service providers, retail vendors, utility companies and other online accounts which currently exist or may exist as technology develops or such comparable items as technology develops. "Digital Assets" mean data, files, text messages, emails, documents, audio, video, images, sounds, social media content, social networking content, apps, codes, health care records, health insurance records, credit card points, travel-related miles and points, computer source codes, computer programs, software, software licenses, databases, or the like, including access credential such as usernames, passwords and answers to secret questions, which are created, generated, sent, communicated, shared, received, or stored by electronic means on a Digital Device. "Digital Devices" are electronic devices that can create, generate, send, share, communicate, receive, store, display, or process information, and such electronic devices shall include, but are not limited to, servers, desktops, laptops, tablets, peripherals, mobile telephones, smartphones, personal digital assistants, electronic books, electronic watches, electronic body and activity monitoring equipment, audio and video recorders, flash drives, hard drives, digital memory cards, and any similar storage device which currently exists or may exist as technology develops or such comparable items as technology develops.

**(M) Power to Make Gifts to Qualify for Public Benefits.** If my agent in my agent's sole discretion has determined that I need nursing home or other long-term medical care and that I will receive proper medical care whether I privately pay for such care or if I am a recipient of Title XIX (Medicaid) or other public benefits, then my agent shall have the power: (i) 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, including, if necessary, signing a deed with a retained life estate (also known as a "Lady Bird Deed") as well as creating and funding a qualified income trust or special needs trust for me, my husband or a disabled child, if any; (ii) to transfer with or without consideration my assets to my husband and/or my descendants (if any), or to my natural heirs at law or to the persons named as beneficiaries under my last will and testament or a revocable living trust which I may have established, including my agent; and (iii) to enter into a personal services contract for my benefit, including entering into such contract with my agent, and even if doing so may be considered self-dealing. Such public benefits and entitlement programs shall include, but are not limited to, Social Security, Supplemental Security Income, Medicare, Medicaid and Veterans benefits.

### **ARTICLE III**

The enumeration of particular powers under a general power set out in this instrument is not intended in any way to limit the more general statement of the power granted, but is intended to be in addition thereto and by way of example thereof. Notwithstanding any provision herein to the contrary, any authority granted to my agent shall be limited so as to prevent this power of attorney from causing my agent to be taxed on my income (unless my agent is my spouse) and from causing my assets to be subject to a general power of appointment by my agent, as that

term is defined in Section 2041 of the Code.

#### **ARTICLE IV**

Any act or thing lawfully done hereunder by my agent shall be binding on myself and my heirs, legal and personal representatives, and assigns, provided, however, that all business transacted hereunder for me or for my account shall be transacted in my name, and that all endorsements and instruments executed by my agent for the purpose of carrying out the foregoing powers shall contain my name, followed by that of my agent and the designation "agent."

#### **ARTICLE V**

No person who may act in reliance upon the representations of my agent for the scope of authority granted to my agent shall incur any liability as to me or to my estate as a result of permitting my agent to exercise this authority, nor is any such person who deals with my agent responsible to determine or ensure the proper application of funds or property. Any third party may transact any matter with my agent in the same manner and to the same extent as the third party would transact such matter with me. Any third party may rely upon a copy of this instrument certified by my agent to be a true copy of the original hereof, as fully as if such third party had received an original of this instrument.

#### **ARTICLE VI**

My agent shall not be liable for any acts or decisions made in good faith and in conformity with the powers enumerated in this power of attorney.

#### **ARTICLE VII**

My agent shall have the power to pay a reasonable fee from my estate to my agent as compensation for services rendered under this power of attorney in an amount which does not exceed the customary and prevailing charges for services of a similar character at the time and place such services are performed. My agent shall also be entitled to reimbursement for actual expenses advanced on my behalf and for reasonable expenses incurred in connection with the performance of such agent's duties.

#### **ARTICLE VIII**

This power of attorney is effective immediately and shall not be affected by my subsequent physical disability or mental incompetence which renders me incapable of managing my own estate. This power of attorney shall terminate by one or more of the following circumstances:

- (1) My death;
- (2) The death or deaths of all agents named in the first paragraph of this instrument;

or

(3) Revocation in writing by me.

**ARTICLE IX**

I hereby revoke all durable general powers of attorney executed by me prior to the date of this power of attorney, and all such durable general powers of attorney shall no longer be of force and effect. All powers and authorities granted under said durable general powers of attorney are hereby withdrawn and revoked effective immediately. The provisions of this paragraph shall not revoke any power of attorney I have previously executed which is limited to a specific and identifiable action or transaction, such as a power of attorney I have executed as part of a contract for the management of a bank or brokerage account. If I desire to revoke any such prior limited or specific power of attorney, I will execute a revocation specifically referring to the power of attorney to be revoked.

I, MARYANN KORN, the principal, sign my name to this instrument on this the 23<sup>rd</sup> day of March, 2023, and being first duly sworn, do hereby declare to the undersigned authority that I sign and execute this instrument as my durable power of attorney and that I sign it willingly (or willingly direct another to sign for me), that I execute it as my free and voluntary act for the purposes therein expressed, and that I am eighteen years of age or older, of sound mind, and under no constraint or undue influence.

Maryann Korn  
MARYANN KORN, Principal

